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Town of Bluffton

Bluffton Village

Development Agreement

STATE OF SOUTH CAROLINA)
) DEVELOPMENT AGREEMENT
COUNTY OF BEAUFORT) BLUFFTON VILLAGE

This Development Agreement ("Agreement") is made and entered this 18 day of October, 2000, by and between Rowkris Development I, L.L.C., a South Carolina Limited Liability Company ("Developer") and the governmental authority of the Town of Bluffton, South Carolina ("Bluffton or Town").

WHEREAS, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act," (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and

WHEREAS, the Act recognizes that "The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." [Section 6-31-10 (B)(1)]; and

WHEREAS, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." [Section 6-31-10 (B)(6)]; and,

WHEREAS, the Act further authorizes local governments, including municipal governments, to enter Development Agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, the Town seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and

WHEREAS, the Town finds that the program of development proposed by Developer for this Property is consistent with the Town's comprehensive land use plan; and will further the health, safety, welfare and economic well being of the Town and its residents; and

WHEREAS, the development of the Property and the program for its development presents an unprecedented opportunity for the Town to secure quality planning and growth, protection of the environment, to obtain a site for the location of a regional county library facility within the municipal

limits of the Town, to facilitate the location of a new and enlarged United States Post Office within the municipal limits of the Town, and to strengthen and revitalize the Town's tax base; and

WHEREAS, this Development Agreement is being made and entered between Developer and Bluffton, under the terms of the Act, for the purpose of providing assurances to Developer that it may proceed with its development plan under the terms hereof, as hereinafter defined, consistent with its approved PUD Master Plan (as hereinafter defined) without encountering future changes in law which would materially affect the ability to develop under the plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the Town of Bluffton.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Bluffton and Developer by entering this Agreement, and to encourage well planned development by Developer, the receipt and sufficiency of such consideration being hereby acknowledged, Bluffton and Developer hereby agree as follows:

I. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.

II. DEFINITIONS.

As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as Exhibit A.

"Bluffton Village" means that certain tract of land described on Exhibit B.

"Developer" means Rowkris Development I, L.L.C., a South Carolina Limited Liability Company, or all successors in title or lessees who undertake Development of the Property or who are transferred Development Rights.

"Development" means the definition of development as set forth in the Zoning Regulations.

"Development Agreement Ordinance" means the ordinance ratified by the Town Council of Bluffton on June 10, 1998, establishing procedures for the execution of the Development Agreement in the Town of Bluffton.

"Development Rights" means Development undertaken by the Owner or Developer(s) in accordance with the Zoning Regulations and this Development Agreement.

"Owner" means any successor in title to Developer who undertakes development of the Property or who is transferred Development Rights.

"Owners Association" means an entity formed pursuant to the Zoning Regulations which is responsible for the construction and/or maintenance and/or upgrading of the infrastructure in the Master Plan approved under the Zoning Regulations and this Development Agreement, to include but not be limited to roads, common areas, water, sewer and storm water management systems.

"Property" means that tract of land described on Exhibit B.

"PUD Ordinance" means the Planned Unit Development Ordinance ratified by the Town Council of Bluffton on October 18, 2000, establishing a Planned Unit Development Zoning District in the Town of Bluffton.

"Term" means the duration of this agreement as set forth in Section III hereof.

"Zoning Regulations" means the ordinance ratified by the Town Council of Bluffton on October 18, 2000, establishing a Planned Unit Development for the Property, and all the attachments thereto, including but not being limited to the Master Plan (and all Exhibits thereto), all narratives, applications, and site development standards, as same may be hereafter amended by mutual agreement of the Town and the Owner, (a copy of all of which is attached hereto marked Exhibit C and incorporated herein by reference), this Development Agreement, and the PUD Ordinance.

III. TERM.

The term of this Agreement shall commence on the date this Agreement is executed by the Town and Owner and shall terminate upon completion of development of the property or five (5) years from the date of execution whichever event first occurs.

IV. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with the Zoning Regulations and this Development Agreement. The Town shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations. All costs charged by or to the Town for such reviews shall be paid by the Owner or Developer, as applicable.

V. CHANGES TO ZONING REGULATIONS.

The Zoning Regulations relating to the Property subject to this Development Agreement, except as provided for in Section 10 herein, shall not be amended or modified during the Term, without the express written consent of the Owner. Owner does, for itself and its successors and assigns, including Developer(s) and notwithstanding the Zoning Regulations, agrees to be bound by the following:

1. The Developer shall be required to notify the Town, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage, as applicable,

subject to the transfer. A Developer transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to file with the Town an acknowledgment of this Development Agreement and a commitment to be bound by it.

2. The Developer and any Owner agree that all Development, with the exception of irrigation, incidental maintenance facilities and facilities existing at the date of this Development Agreement will be served by potable water and sewer prior to occupancy.

VI. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as Exhibits D. Pursuant to the Act, the failure of the Developer and any Owner to meet the development schedule shall not, in and of itself, constitute a material breach of this agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owner's and Developer(s)' s good faith efforts made to attain compliance with the development schedule.

VII. DENSITY.

Mixed use development on the Property shall be limited to the following:

A. 38 attached townhouse units, plus (1) Dependency Unit per townhouse unit (not to exceed 800 square feet); and

B. 212,750 square feet for commercial, civic, and multifamily use.

VIII. EFFECT OF FUTURE LAWS.

Developer and any Owner shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future pursuant to the terms hereof, and this Development Agreement for the entirety of the Term. Future enactments of, or changes or amendments to Town ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall apply to the Property only if permitted pursuant to the Act, and/or agreed to in writing by the parties.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the Town, or of any law or ordinance of general application throughout the Town found by the Bluffton Town Council to be necessary to protect the health, safety and welfare of the citizens of Bluffton. Not withstanding the above, the Town may apply subsequently enacted laws to the Property only in accordance with the Act.

Notwithstanding any provisions to the contrary above written, the Town acknowledges that Phase I ("Phase I Improvements") of the Master Plan include but are not limited to a Beaufort County Public Library and a United States Post Office to serve the needs of the residents of the Town. The Town considers these public facilities to be vitally important to the welfare of the citizens of the Town and therefore acknowledges that the Phase I Improvements are essential to the health, safety and public welfare of the citizens of the Town of Bluffton and the Town will take no action inconsistent with or contrary to the terms, findings and spirit of this Development Agreement that would in any way delay or postpone the development of the Phase I Improvements. The term Phase I Improvements shall also be deemed to include all of the infrastructure funded in whole or in part by Tax Increment Financing as more fully described in Section IX hereafter.

IX. INFRASTRUCTURE AND SERVICES

Bluffton and Developer recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Developer. It is further agreed however that certain of the infrastructure costs associated with Bluffton Village shall be done primarily to benefit the proposed public library site as hereinafter described in Section X, and that all or a portion of the costs of such infrastructure shall be funded through Tax Increment Financing ("TIF") in accordance with the Intra-governmental Service Agreement between Beaufort County and the Town of Bluffton dated the 22nd day of May, 2000, and the Memorandum of Agreement between Developer, Beaufort County and the Town of Bluffton dated the 12th day of June, 2000, (copies of both documents being attached hereto and marked Exhibit E and Exhibit F respectively and incorporated herein by reference). Subject to the conditions set forth herein, the parties make specific note of and acknowledge the following:

A. Private Roads. All roads within the Property shall be constructed by the Developer, and maintained by it and/or an Owner's Association, or dedicated for maintenance to other appropriate entities. The Town of Bluffton will not be responsible for the construction or maintenance of any roads within the Property.

B. Public Roads and Traffic Impacts. The public road that is contiguous to and serves the Property is identified as South Carolina Highway 46 and is under the jurisdiction of the State of South Carolina regarding access, construction, improvements and maintenance. Developer acknowledges that it must comply with all applicable state statutes, and rules and regulations of the South Carolina Department of Transportation, or its successor.

Developer recognizes the potential impact on the public roadways resulting from Bluffton Village PUD. Accordingly, Developer has retained TranSystems Corporation to study the traffic impacts, specifically including the proposed United States Post Office and Beaufort County

Regional Library. Among the traffic mitigation being considered is the addition of turning lanes, increasing the road width to four lanes and expanding to five lanes and placing a traffic light at the entrance into Bluffton Village. Developer is committed to a traffic light at the south entrance to the Property and in conjunction with the Town, will use best efforts to cause the South Carolina Department of Transportation to install such light. Developer shall pay for the installation of the light. A traffic analysis is included in the Zoning Regulations. Moreover, Developer shall retain a traffic consultant acceptable to the Town to update its traffic study following the Phase 1 Improvements before applying for Phase II permits. No further traffic impact analysis will be required for individual development applications that are submitted in conformity with the Zoning Regulations.

In anticipation of the widening of S.C. Highway 46, the Developer agrees, if requested, to dedicate up to ten feet (10') of its Property along the boundary line adjacent to S.C. Highway 46 to accommodate additional right-of-way. Further, Developer will grant a seven foot (7') utility easement parallel to such revised boundary line bordering S.C. Highway 46. In the event of such dedication, Town agrees to a reduced vegetative buffer of forty feet (40') along the length of the Property bordering S.C. Highway 46. The seven foot (7') utility easement shall be within this buffer area. The requirements for the reduced buffer are as set forth in the Master Plan.

C. Potable Water. Potable water will be supplied to the Property by Beaufort/Jasper Water and Sewer Authority or some other legally constituted provider allowed to operate in the Town, at the election of the Developer. Developer will construct or cause to be constructed all necessary water service infrastructure within the Property, which will be maintained by it or the provider. The Town of Bluffton shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property. Nothing herein shall be construed as precluding the Town from providing potable water to its residents in accordance with applicable provisions of laws.

Unless otherwise approved by the Town for temporary service, Developer agrees that no wells shall be constructed within the Property which draw water from the Upper Floridian aquifer as a primary source of potable water or irrigation water after Beaufort-Jasper Water and Sewer Authority or other provider completes water service to the Property.

D. Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by Beaufort/Jasper Water and Sewage Authority or some other legally constituted provider allowed to operate in the Town. Developer will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the provider. The Town of Bluffton will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property. Nothing herein shall be construed as precluding the Town from providing sewer services to its residents in accordance with applicable provisions of laws .

E. Drainage System. All stormwater runoff and drainage improvements within the Property shall be designed in accordance with the Zoning Regulations and Section XI hereof. All stormwater runoff and drainage system improvements will be constructed by Developer and maintained by Developer and/or an Owner's Association, as appropriate. The Town of Bluffton will not be responsible for any construction or maintenance costs associated with the drainage system within the Property.

F. Solid Waste Collection. The Town shall provide solid waste collection services to the Property as is provided to other residences and businesses within the Town.

G. Police Protection. The Town shall provide police protection services to the Property on the same basis as is provided to other residents and businesses within the Town.

H. Recycling Services.

The Town shall provide recycling services to the Property on the same basis as is provided to the residences and businesses of the Town.

I. Emergency Medical Services. Such services are now provided by Beaufort County. The Town of Bluffton shall not be obligated to provide emergency medical services to the Property, absent its election to provide such services on a town-wide basis.

J. Library Services. Such services are now provided by Beaufort County. The Town of Bluffton shall not be obligated to provide library services to the Property, absent its election to provide such services on a town-wide basis.

K. School Services. Such services are now provided by Beaufort County. The Town of Bluffton shall not be obligated to provide school services to the Property, absent its election to provide such services on a town-wide basis.

L. Fire Services. Such services are now provided by The Bluffton Township Fire District. The Town of Bluffton shall not be obligated to provide fire services to the Property, absent its election to provide such services on a town-wide basis.

M. Utilities. All utilities on the Property shall be underground.

X. DEDICATIONS

The Town of Bluffton and Owner understand and agree that Development of the Property shall impose certain costs to the Town. Eventually, ad valorem taxes collected from the Property may meet or exceed the burdens placed upon the Town, but certain initial costs and capital expenditures are now required in order to ensure that the present residents of the Town are not called upon to pay higher taxes to accommodate the development of the Property. The following items are hereby agreed upon to be provided by Owner, it successors and assigns, to offset such future costs and expenditures:

A. Dedication of Library Site.

The Developer has offered to the Town, or its designee (at no cost) an approximately 3.41 acre site within the Property for the location of a Beaufort County Regional Library. The initial construction size of the library is estimated to be from 18,000 to 25,000 square feet. Developer shall, within thirty 30) days after the improvements and reimbursements identified in the Memorandum of Agreement between Developer and Beaufort County, dated June 12, 2000 are completed, dedicate such site to the Town or its designee. In the event the improvement reimbursements are not disbursed as set forth in the Memorandum of Agreement between Developer and Beaufort County, the site may be developed by Developer for any other use permitted under this Development Agreement and the Zoning Regulations.

In the event the site is dedicated as described above and the library use of the site ceases, the site may be for such other public purposes as may be designated by the Town and which shall not be detrimental to the PUD.

B. Dedication of United States Post Office Site.

The Developer has offered to the United States Postal Service, or its designee (at no cost) an approximately 3.81 acre site within the Property for the location of a United States Post Office. It is contemplated that the construction size of the Post Office will be approximately 20,000 square feet. It is expressly agreed and understood that in the event the proposed United States Post Office site is either not used as a Post Office, or the Post Office use of the site ceases, any such portion of the property can be used for any other uses permitted under the Zoning Regulations.

C. Dedication of Town Hall Site.

Developer agrees to make available to the Town (at no cost) an approximately .66 acre site within the Property which will accommodate a building of up to 21, 000 square feet for use as a Bluffton Town Hall with such square footage not being applied against the density limitation set forth in Section VII herein above. At the discretion of the Town this site shall be deeded to the Town or the parties agree to own and construct the Town Hall facility in any other matter acceptable to both parties. In the event the Town does not utilize the site for a Town Hall facility, the site shall thereafter not be developed and shall remain as open space for use by the Town in perpetuity.

D. Administrative Charges for Professional Assistance.

The parties acknowledge that the increased development within the Bluffton area has created a need for a professional staff to assist the Town in the planning and permitting. Accordingly, Developer has agreed to make an initial administrative payment to the Town upon the execution of this Contract and to thereafter make annual administrative payments for the purpose of hiring personnel who will be directly related to the planning and permitting responsibilities of the Town. The

initial payment by Owner to Town shall be Thirty Thousand and no/100 Dollars ($30,000.00) at the time of the execution of this agreement and on the anniversary date of the Development Agreement for each year thereafter for four (4) successive years, Owner shall make additional payments of Forty-Four Thousand and no/100 Dollars ($44,000.00) per year.

[INTENTIONALLY LEFT BLANK]

E. Interim Development Fees.

(i) To assist the Town in meeting expenses resulting from ongoing development, Developer shall pay development fees ("Development Fees") as follows:

DEVELOPMENT FEES	AMOUNT
Commercial, Retail and Multi-Family Space	$.75 per square foot of enclosed, heated space
Individual Dwelling Units	$1,000.00
Dependency Units	$ 500.00

(ii) All Development Fees shall be collected at the time of obtaining a building permit.

(iii) Notwithstanding any provision to the contrary contained within this Agreement, the Development Fees are being paid in lieu of any other impact fees or Development Fees adopted by the Town at any time hereafter during the term of this Agreement; provided, however, that the Owner and/or Developers shall be subject to the payment of any and all present or future fees enacted by the Town that are of town-wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections or other matters.

(iv) Nothing herein shall be construed as relieving the Developer, its successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the town. Any impact fee which is payable to Beaufort County, to support infrastructure provided by Beaufort County, such as, but not limited to, schools, libraries parks, and roads, shall not be affected by this Agreement, so long as such fees apply to all development and not specifically the Property. Moreover, the Developer, its successors and assigns, shall be subject to the payment of any and all present and/or future fees enacted by the Town that are of town-wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections or other matters.

F. Boat Ramp Repair. As additional consideration for the covenants of the Town of Bluffton hereunder, Developer agrees to pay to the Town of Bluffton Twenty-Five and no/100 Dollars ($25.00) per Dwelling Unit, paid one time for each Dwelling Unit within the Property upon application for a building permit for that Dwelling Unit, for a boat ramp repair fund which the Town hereby agrees

shall be used exclusively for the repair of public access boat ramp facilities in or near the Town of Bluffton.

XI. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE.

The Town of Bluffton and Developer recognize that Development can have negative as well as positive impacts. Specifically, Bluffton considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the Town of Bluffton, to be mandatory goals, to be achieved without compromise. Developer shares this commitment and therefore agrees to the following:

1. Storm Water Quality. Protection of the quality in nearby waters is a primary goal of the Town. The Owner and Developers shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of storm water.

The Developer agrees to prepare a study of pre-development drainage characteristics of the Property, prepare a Master Plan of the storm water drainage systems for each Master Plan, construct storm water drainage systems in accordance with the approved Plans, and maintain the systems allowing proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by the amount of impervious surfaces, Developer or any Owner commits to design storm water management systems in such a way that the storm water quality delivered to the receiving waters is mitigated to a level which is no more than that associated with ten percent (10%) impervious coverage. Further, Developer agrees to provide pretreatment BMP's, including supplemental Open Space (in accordance with Beaufort County's Manual for Storm water Best Management Practices, prepared by Camp Dresser & McKee, as of March, 1998), where required by engineering design and calculations. In addition to the water quality safeguards as committed to by Developer above, notwithstanding Section V hereof, Developer and any Owner shall adhere to any and all future ordinances or regulations of the Town (or portions thereof) governing detention, filtration, and treatment of storm water provided those ordinances and regulations apply town wide and are consistent with sound engineering practices. It is specifically agreed however, that any such ordinances of the Town that directly or indirectly affect the setback, buffer or open space requirements permitted pursuant to the Zoning Regulations will not be applicable to the Developer and any Owner and the Property without the Developer or any Owners' express written consent thereto; provided, however, open space requirements may be modified as a result of specific implementation requirements for future storm water management BMP's related to detention and treatment of storm water that apply Town wide and are consistent with sound engineering practices.

2. Tree Protection. Developer and any Owner shall comply with the Zoning Regulations pertaining to trees.

3. Bluffton Character Protection. Developer and the Town agree and recognize that it is imperative to preserve and enhance the basic character of Bluffton and the quality of life that has made Bluffton both unique and appealing. Owner endorses the concept of an overlay district for the Town's central core area, if such district otherwise meets the approval of the Town. Developer and the Town shall agree on architectural guidelines ("Architectural Guidelines") in accordance with the Zoning Regulations. Further, Owner and any Developers agree that any franchise architecture which is not consistent with the Bluffton Village design established in the Master Plan and the Architectural Guidelines will not be allowed.

4. Affordable Housing. Owner and the Town recognize the increasing needs for affordable housing in the Bluffton area. Owner will encourage and use best efforts to promote affordable housing within the Property and in consideration therefore, the Town will define affordable housing and develop reasonable incentives to encourage the development of affordable housing within Bluffton. Reasonable incentives may include but not be limited to the elimination of Development Fees on affordable housing. Owner will consult with the Town regarding incentives to encourage and promote affordable housing which would include but not be limited to price discounts and land and density adjustments.

5. Commitment to Company Investment and Presence in Town. Developer commits to participate in Town activities and daily life through civic involvement of its employees, and generally to encourage and support the traditional activities within the Town which help to define its character.

6. Commitment to Employment Opportunity for Residents. Developer is an equal opportunity employer and demands the same from all its contractors. Developer also recognizes that it is important that citizens of Bluffton have the opportunity for gainful employment and future advancement in the immediate Bluffton area. In order to facilitate opportunity for Bluffton residents, Developer agrees to post notices of all job opportunities within the Property, in a conspicuous location at Town Hall, and to review all applications of Bluffton applicants, to include Bluffton based contractors and businesses.

XII. Compliance Reviews. As long as Developer owns any of the Property in Bluffton, Developer, or its designee, shall meet with the Town, or its designee, at least once, per year, during the Term to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Developer, or its designee, shall be required to provide such information as may reasonably be requested, to include but not be limited to, acreage

of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. The Developer, or its designee, shall be required to compile this information for its Development and that of Developers.

XIII. Defaults. The failure of the Developer and any Owner or the Town to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance and the termination of this Development Agreement in accordance with the Act; provided however no termination of this Development Agreement may be declared by the Town absent its according the Developer and any Owner the notice, hearing and opportunity to cure in accordance with the Act; and provided further that nothing herein shall be deemed or construed to preclude the Town or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Development Agreement.

A default of the Developer shall not constitute a default by an Owner, and a default by an Owner shall not constitute a default by the Developer. Notwithstanding the foregoing, it is acknowledged by all persons, firms or entities claiming or accorded interests in this Development Agreement that the following events shall constitute a default as to the Developer and any Owner, entitling the Town to pursue the termination of this Development Agreement, in accordance with the Act:

(1) the failure of the Developer to timely remit or deed to the Town any land per the terms of this Development Agreement;

(2) if at any time during the Term there shall be filed by or against the Developer in any court, pursuant to any state or federal statute, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or part of the assets of Developer, or if Developer makes an assignment for the benefit of creditors.

XIV. Modification of Agreement. This Development Agreement may be modified or amended only by the written agreement of the Town and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

XV. Notices. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address

as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to the Town at:

Town of Bluffton
Post Office Box 386
Bluffton, SC 29910
Attention: Town Clerk

And to the Developer at:
Rowkris Development I, L.L.C.
10 Plantation Drive
Hilton Head Island, SC 29928
Attention: L. Stetson Rowles, Jr.

With Copy To:
Law Office of Lewis J. Hammet, P.A.
Post Office Box 1719
32 Calhoun Street
Bluffton, South Carolina 29910
Attention: Lewis J. Hammet

XVI. General:

Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Development Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and Developers and the Town shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the Town may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, Developers and the Town each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

Estoppel Certificate. The Town, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

(1) that this Agreement is in full force and effect,

(2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments,

(3) whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and

(4) whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements. conditions and understandings among the Town and the Owner relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Town, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

Assignment. Other than Development Rights as defined herein, no other rights, obligations, duties or responsibilities devolved by this Agreement on or to the Owner, Developer(s) or the Town are assignable to any other person, firm, corporation or entity.

Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the Town's right and power of eminent domain under the laws of the State of South Carolina.

No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the Town, the Owner and Developers. No other persons shall have any rights hereunder.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

ROWKRIS DEVELOPMENT I, L.L.C.

By: _____

Its: Managing Partner

Attest: N/A

Its: _____

STATE OF SOUTH CAROLINA.)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT.)

I HEREBY CERTIFY, that on this 18 day of October, 2000, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared L. Stetson Rowks, I, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

_____
Notary Public for South Carolina
My Commission Expires: 05/20/06

WITNESSES:

TOWN OF BLUFFTON, SOUTH CAROLINA

Emmett McCracken
Mayor-Town of Bluffton

Sandra Lunceford
Its: Town Clerk-Town of Bluffton

STATE OF SOUTH CAROLINA.)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT.)

I HEREBY CERTIFY, that on this 18 day of October, 2000, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Emmett McCracken, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for South Carolina
My Commission Expires: 3/21/06

EXHIBIT "A"

South Carolina Code of Laws, Section 6-31-10, et seq.

South Carolina Local Government
Development Agreement Act

CHAPTER 31

South Carolina Local Government Development Agreement Act

SEC.
6-31-10. Short title; legislative findings and intent; authorization for development agreements; provisions are supplemental to those extant.
6-31-20. Definitions.
6-31-30. Local governments authorized to enter into development agreements; approval of county or municipal governing body required.
6-31-40. Developed property must contain certain number of acres of highland; permissible durations of agreements for differing amounts of highland content.
6-31-50. Public hearings; notice and publication.
6-31-60. What development agreement must provide; what it may provide; major modification requires public notice and hearing.
6-31-70. Agreement and development must be consistent with local government comprehensive plan and land development regulations.
6-31-80. Law in effect at time of agreement governs development; exceptions.
6-31-90. Periodic review to assess compliance with agreement; material breach by developer; notice of breach; cure of breach or modification or termination of agreement.
6-31-100. Amendment or cancellation of development agreement by mutual consent of parties or successors in interest.
6-31-110. Validity and duration of agreement entered into prior to incorporation or annexation of affected area; subsequent modification or suspension by municipality.
6-31-120. Developer to record agreement within fourteen days; burdens and benefits inure to successors in interest.
6-31-130. Agreement to be modified or suspended to comply with later-enacted state or federal laws or regulations.
6-31-140. Rights, duties, and privileges of gas and electricity suppliers, and of municipalities with respect to providing same, not affected; no extraterritorial powers.
6-31-145. Applicability to local government of constitutional and statutory procedures for approval of debt.
6-31-150. Invalidity of all or part of § 6-31-140 invalidates chapter.
6-31-160. Agreement may not contravene or supersede building, housing, electrical, plumbing, or gas code; compliance with such code if subsequently enacted.

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§ 6-31-10. Short title; legislative findings and intent; authorization for development agreements; provisions are supplemental to those extant.

(A) This chapter may be cited as the "South Carolina Local Government Development Agreement Act".

(B)(1) The General Assembly finds: The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.

(2) Assurance to a developer that upon receipt of its development permits it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring

there are adequate capital facilities for the development, encourages private participation in comprehensive planning, reduces the economic costs of development, allows for the orderly planning of public facilities and services, and allows for the equitable allocation of the cost of public services.

(3) Because the development approval process involves the expenditure of considerable sums of money, predictability encourages the maximum efficient utilization of resources at the least economic cost to the public.

(4) Public benefits derived from development agreements may include, but are not limited to, affordable housing, design standards, and on and off-site infrastructure and other improvements. These public benefits may be negotiated in return for the vesting of development rights for a specific period.

(5) Land planning and development involve review and action by multiple governmental agencies. The use of development agreements may facilitate the cooperation and coordination of the requirements and needs of the various governmental agencies having jurisdiction over land development.

(6) Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State.

(C) It is the intent of the General Assembly to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(D) This intent is effected by authorizing the appropriate local governments and agencies to enter into development agreements with developers, subject to the procedures and requirements of this chapter.

(E) This chapter must be regarded as supplemental and additional to the powers conferred upon local governments and other government agencies by other laws and must not be regarded as in derogation of any powers existing on the effective date of this chapter.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Research and Practice References—
56 Am Jur 2d. Municipal Corporations, Counties, and Other Political Subdivisions § 218.

§ 6-31-20. Definitions.

As used in this chapter:

(1) "Comprehensive plan" means the master plan adopted pursuant to Sections 6-7-510, et seq., 5-23-490, et seq., or 4-27-600 and the official map adopted pursuant to Section 6-7-1210, et seq.

(2) "Developer" means a person, including a governmental agency or redevelopment authority created pursuant to the provisions of the Military Facilities

Redevelopment Law, who intends to undertake any development and who has a legal or equitable interest in the property to be developed.

(3) "Development" means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels. "Development", as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(4) "Development permit" includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or any other official action of local government having the effect of permitting the development of property.

(5) "Governing body" means the county council of a county, the city council of a municipality, the governing body of a consolidated political subdivision, or any other chief governing body of a unit of local government, however designated.

(6) "Land development regulations" means ordinances and regulations enacted by the appropriate governing body for the regulation of any aspect of development and includes a local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of property.

(7) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules adopted by a local government affecting the development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications, except as provided in Section 6-31-140 (A).

(8) "Property" means all real property subject to land use regulation by a local government and includes the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as a part of real property.

(9) "Local government" means any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants development permits for land development or which provides public facilities.

(10) "Local planning commission" means any planning commission established pursuant to Sections 4-27-510, 5-23-410, or 6-7-320.

(11) "Person" means an individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, state agency, or any legal entity.

(12) "Public facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993; 1994 Act No. 462, § 3, eff June 30, 1994.

Effect of Amendment—
The 1994 amendment substituted paragraph (2) for one which read: "'Developer' means a person, including a governmental agency, who intends to undertake any development and who has a legal or equitable interest in the property to be developed."

Research and Practice References—
56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions § 218.

§ 6-31-30. Local governments authorized to enter into development agreements; approval of county or municipal governing body required.

A local government may establish procedures and requirements, as provided in this chapter, to consider and enter into development agreements with developers. A development agreement must be approved by the governing body of a county or municipality by the adoption of an ordinance.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Research and Practice References—
56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions § 218.

§ 6-31-40. Developed property must contain certain number of acres of highland; permissible durations of agreements for differing amounts of highland content.

A local government may enter into a development agreement with a developer for the development of property as provided in this chapter provided the property contains twenty-five acres or more of highland. Development agreements involving property containing no more than two hundred fifty acres of highland shall be for a term not to exceed five years. Development agreements involving property containing one thousand acres or less of highland but more than two hundred fifty acres of highland shall be for a term not to exceed ten years. Development agreements involving property containing two thousand acres or less of highland but more than one thousand acres of highland shall be for a term not to exceed twenty years. Development agreements involving property containing more than two thousand acres and development agreements with a developer which is a redevelopment authority created pursuant to the provisions of the Military Facilities Redevelopment Law, regardless of the number of acres of property involved, may be for such term as the local government and the developer shall elect.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993; 1994 Act No. 462, § 4, eff June 30, 1994.

Effect of Amendment—
The 1994 amendment revised the requirements for development agreements.

Cross References—
Provisions established pursuant to this section must include required periodic review by zoning administrator or equivalent local government officer, see § 6-31-90..

Research and Practice References—
56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions § 218.

§ 6-31-50. Public hearings; notice and publication.

(A) Before entering into a development agreement, a local government shall conduct at least two public hearings. At the option of the governing body, the public hearing may be held by the local planning commission.

(B)(1) Notice of intent to consider a development agreement must be advertised in a newspaper of general circulation in the county where the local government is located. If more than one hearing is to be held, the day, time, and place at which

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the second public hearing will be held must be announced at the first public hearing.

(2) The notice must specify the location of the property subject to the development agreement, the development uses proposed on the property, and must specify a place where a copy of the proposed development agreement can be obtained.

(C) In the event that the development agreement provides that the local government shall provide certain public facilities, the development agreement shall provide that the delivery date of such public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Research and Practice References—
56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions § 218.

§ 6-31-60. What development agreement must provide; what it may provide; major modification requires public notice and hearing.

(A) A development agreement must include:

(1) a legal description of the property subject to the agreement and the names of its legal and equitable property owners;

(2) the duration of the agreement. However, the parties are not precluded from extending the termination date by mutual agreement or from entering into subsequent development agreements;

(3) the development uses permitted on the property, including population densities and building intensities and height;

(4) a description of public facilities that will service the development, including who provides the facilities, the date any new public facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development;

(5) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the development agreement;

(6) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions;

(7) a finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;

(8) a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and

(9) a description, where appropriate, of any provisions for the preservation and restoration of historic structures.

(B) A development agreement may provide that the entire development or any phase of it be commenced or completed within a specified period of time. The

development agreement must provide a development schedule including commencement dates and interim completion dates at no greater than five year intervals; provided, however, the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of the development agreement pursuant to Section 6-31-90, but must be judged based upon the totality of the circumstances. The development agreement may include other defined performance standards to be met by the developer. If the developer requests a modification in the dates as set forth in the agreement and is able to demonstrate and establish that there is good cause to modify those dates, those dates must be modified by the local government. A major modification of the agreement may occur only after public notice and a public hearing by the local government.

(C) If more than one local government is made party to an agreement, the agreement must specify which local government is responsible for the overall administration of the development agreement.

(D) The development agreement also may cover any other matter not inconsistent with this chapter not prohibited by law.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Research and Practice References—
56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions § 218.

§ 6-31-70. Agreement and development must be consistent with local government comprehensive plan and land development regulations.

A development agreement and authorized development must be consistent with the local government's comprehensive plan and land development regulations.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Research and Practice References—
56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions § 218.
83 Am Jur 2d, Zoning and Planning §§ 1 et seq.

§ 6-31-80. Law in effect at time of agreement governs development; exceptions.

(A) Subject to the provisions of Section 6-31-140 and unless otherwise provided by the development agreement, the laws applicable to development of the property subject to a development agreement, are those in force at the time of execution of the agreement.

(B) Subject to the provisions of Section 6-31-140, a local government may apply subsequently adopted laws to a development that is subject to a development agreement only if the local government has held a public hearing and determined:

(1) the laws are not in conflict with the laws governing the development agreement and do not prevent the development set forth in the development agreement;

(2) they are essential to the public health, safety, or welfare and the laws expressly state that they apply to a development that is subject to a development agreement;

(3) the laws are specifically anticipated and provided for in the development agreement;

(4) the local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement which changes, if not addressed by the local government, would pose a serious threat to the public health, safety, or welfare; or

(5) the development agreement is based on substantially and materially inaccurate information supplied by the developer.

(C) This section does not abrogate any rights preserved by Section 6-31-140 herein or that may vest pursuant to common law or otherwise in the absence of a development agreement.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

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§ 6-31-90. Periodic review to assess compliance with agreement; material breach by developer; notice of breach; cure of breach or modification or termination of agreement.

(A) Procedures established pursuant to Section 6-31-40 must include a provision for requiring periodic review by the zoning administrator, or, if the local government has no zoning administrator, by an appropriate officer of the local government, at least every twelve months, at which time the developer must be required to demonstrate good faith compliance with the terms of the development agreement.

(B) If, as a result of a periodic review, the local government finds and determines that the developer has committed a material breach of the terms or conditions of the agreement, the local government shall serve notice in writing, within a reasonable time after the periodic review, upon the developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the developer a reasonable time in which to cure the material breach.

(C) If the developer fails to cure the material breach within the time given, then the local government unilaterally may terminate or modify the development agreement; provided, that the local government has first given the developer the opportunity:

(1) to rebut the finding and determination; or

(2) to consent to amend the development agreement to meet the concerns of the local government with respect to the findings and determinations.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Cross References—

Failure to meet commencement or completion date in development agreement not in and of itself material breach of agreement, see § 6-31-60.

§ 6-31-100. Amendment or cancellation of development agreement by mutual consent of parties or successors in interest.

A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

§ 6-31-110. Validity and duration of agreement entered into prior to incorporation or annexation of affected area; subsequent modification or suspension by municipality.

(A) Except as otherwise provided in Section 6-31-130 and subject to the provisions of Section 6-31-140, if a newly-incorporated municipality or newly-annexed

area comprises territory that was formerly unincorporated, any development agreement entered into by a local government before the effective date of the incorporation or annexation remains valid for the duration of the agreement, or eight years from the effective date of the incorporation or annexation, whichever is earlier. The parties to the development agreement and the municipality may agree that the development agreement remains valid for more than eight years; provided, that the longer period may not exceed fifteen years from the effective date of the incorporation or annexation. The parties to the development agreement and the municipality have the same rights and obligations with respect to each other regarding matters addressed in the development agreement as if the property had remained in the unincorporated territory of the county.

(B) After incorporation or annexation the municipality may modify or suspend the provisions of the development agreement if the municipality determines that the failure of the municipality to do so would place the residents of the territory subject to the development agreement, or the residents of the municipality, or both, in a condition dangerous to their health or safety, or both.

(C) This section applies to any development agreement which meets all of the following:

(1) the application for the development agreement is submitted to the local government operating within the unincorporated territory before the date that the first signature was affixed to the petition for incorporation or annexation or the adoption of an annexation resolution pursuant to Chapter 1 or 3 of Title 5; and

(2) the local government operating within the unincorporated territory enters into the development agreement with the developer before the date of the election on the question of incorporation or annexation, or, in the case of an annexation without an election before the date that the municipality orders the annexation.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Research and Practice References—
56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions § 218.

§ 6-31-120. Developer to record agreement within fourteen days; burdens and benefits inure to successors in interest.

Within fourteen days after a local government enters into a development agreement, the developer shall record the agreement with the register of mesne conveyance or clerk of court in the county where the property is located. The burdens of the development agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Research and Practice References—
66 Am Jur 2d, Records and Recording Laws §§ 47 et seq.

§ 6-31-130. Agreement to be modified or suspended to comply with later-enacted state or federal laws or regulations.

In the event state or federal laws or regulations, enacted after a development agreement has been entered into, prevent or preclude compliance with one or more provisions of the development agreement, the provisions of the agreement

must be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Cross References—

This section creates exception to provisions concerning duration of validity of development agreement entered into before effective date of incorporation or annexation of area involved, see § 6-31-110.

§ 6-31-140. Rights, duties, and privileges of gas and electricity suppliers, and of municipalities with respect to providing same, not affected; no extraterritorial powers.

(A) The provisions of this act are not intended nor may they be construed in any way to alter or amend in any way the rights, duties, and privileges of suppliers of electricity or natural gas or of municipalities with reference to the provision of electricity or gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(B) This chapter is not intended to grant to local governments or agencies any authority over property lying beyond their corporate limits.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Cross References—

This section creates exception to definition of "laws" for purposes of this chapter, see § 6-31-20.

Provisions specifying what law governs development agreement are subject to provisions of this section, see § 6-31-80.

Development agreements adopted pursuant to Local Government Development Agreement Act must also comply with subsequently adopted building, housing, electrical, plumbing, and gas codes as authorized by this Chapter, see § 6-31-80.

This section creates exception to provisions concerning duration of validity of development agreement entered into before effective date of incorporation or annexation of area involved, see § 6-31-110.

Invalidity of all or part of this section invalidates this entire chapter, see § 6-31-150.

§ 6-31-145. Applicability to local government of constitutional and statutory procedures for approval of debt.

In the event that any of the obligations of the local government in the development agreement constitute debt, the local government shall comply at the time of the obligation to incur such debt becomes enforceable against the local government with any applicable constitutional and statutory procedures for the approval of this debt.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Research and Practice References—

56 Am Jur 2d, Municipal Corporations, Counties, and Other Political Subdivisions §§ 592 et seq.

§ 6-31-150. Invalidity of all or part of § 6-31-140 invalidates chapter.

If Section 6-31-140 or any provision therein or the application of any provision therein is held invalid, the invalidity applies to this chapter in its entirety, to any and all provisions of the chapter, and the application of this chapter or any provision of this chapter, and to this end the provisions of Section 6-31-140 of this chapter are not severable.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

§ 6-31-160. Agreement may not contravene or supersede building, housing, electrical, plumbing, or gas code; compliance with such code if subsequently enacted.

Notwithstanding any other provision of law, a development agreement adopted pursuant to this chapter must comply with any building, housing, electrical, plumbing, and gas codes subsequently adopted by the governing body of a municipality or county as authorized by Chapter 9 of Title 6. Such development agreement may not include provisions which supersede or contravene the requirements of any building, housing, electrical, plumbing, and gas codes adopted by the governing body of a municipality or county.

HISTORY: 1993 Act No. 150, § 1, eff June 14, 1993.

Research and Practice References

83 Am Jur 2d, Zoning and Planning §§ 1 et seq.

EXHIBIT B

PROPERTY DESCRIPTION

All those certain tracts and parcels of property, located in Beaufort County, South Carolina, being more particularly described as follows:

All that certain piece, parcel or tract of land situate, lying and being located in the Town of Bluffton, Beaufort County, South Carolina, containing 16.56 acres, more or less, and identified as the property of Gillian I. Burr on that certain plat entitled "A Boundary Plat of Tax Parcels 610-39-51B and 51C', prepared by Matthew M. Crawford, SC RLS No: 9756 of Connor & Associates, Inc., dated November 17, 1999 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 75 at Page 45.

This being a portion of the property identified as Parcel II and conveyed to Gillian I. Burr by Corrective J.T.R.O.S. Affidavit filed with the Beaufort County Probate Court in File Number 91-ES-07-065 and subsequently filed with the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 1264 at Page 1428.

Tax Map Number: 610-39-51B

AND ALSO:

All that certain piece, parcel or tract of land situate, lying and being located in the Town of Bluffton, Beaufort County, South Carolina, containing 8.84 acres, more or less, and identified as the property of Gillian I. Burr on that certain plat entitled "A Boundary Plat of Tax Parcels 610-39-51B and 51C" prepared by Matthew M. Crawford, SC RLS No. 9756 of Connor & Associates, Inc., dated November 17, 1999 and recorded in the Office of the Register of Deeds for Beaufort county, South Carolina, in Plat Book 75 at Page 45.

This being a portion of the property identified as Parcel I conveyed to Gillian I. Burr by corrective J.T.R.O.S. Affidavit filed with the Beaufort County Probate Court in File Number 91-ES-07-065 and subsequently filed in with the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 1264 at Page 1428.

Tax Map Number: 610-39-51C

AND ALSO:

All that certain piece, parcel or tract of land having and containing 3.915 acres, more or less, situate, lying and being in Beaufort County, South Carolina, and

being more particularly described as a portion of the property shown on a plat prepared for Charles D. Howell by R. D. Trogdon, Jr., R.L.S. #2712, said plat being dated February 1, 1983 and revised January 26, 1985, and further revised March 7, 1985, and recorded in the Office of the Register of Mense Conveyances for Beaufort county, South Carolina in Plat Book 33 at Page 68 on July 31, 1985. The property conveyed herein consists of the remaining portion of the 5.175 acres depicted on the above referenced plat after cutting out that certain piece, parcel or tract of land containing 1.26 acres, more or less, said 1.26, more or less, being more particularly described on a plat prepared for Johnny Greene by David D. Gasque, R.L.S. #10506, said plat being dated May 4, 1990, and recorded in the Office of the Register of Mense Conveyances for Beaufort county, South Carolina in Plat book 38 at Page 136 on May, 4, 1990. For a more detailed description as to courses, distances, metes, and bounds of the 3.915 acres, more or less, conveyed herein, reference is craved to the above referenced plats of record. Further reference is craved to that certain plat further describing the above referenced property prepared for Rowkris Development, LLC by Connor & Associates. Said Plat being dated Mayl l, 2000.

Tax Map Number: 610-39-51F

The parcels as above referenced constitute the consolidated property which is the subject of this Development Agreement and the Bluffton Village PUD Master Plan, as approved by the Town of Bluffton.

le 12 RB Lewis Hammet $12.00

BEAUFORT COUNTY SC- ROD
BK 02309 PGS 0700-0705
DATE: 01/24/2006 01:54:54 PM
INST # 2006007128 RCPT# 391820

STATE OF SOUTH CAROLINA	)	FIRST AMENDMENT
	)	TO DEVELOPMENT AGREEMENT
COUNTY OF BEAUFORT	)	BLUFFTON VILLAGE

This First Amendment To Development Agreement, Bluffton Village ("First Amendment") is made and entered to be effective October 18, 2005, by and between the Town of Bluffton ("Town") and Bluffton Village, LLC, formerly known as Rowkris Development I, LLC, ("Developer").

WHEREAS, Developer and Town did enter into a certain Development Agreement, dated October 18, 2000, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, said Development Agreement having an expiration date of five (5) years from its execution on October 18, 2000; and,

WHEREAS, Developer and Town have agreed to extend the term of the original Development Agreement, as more particularly provided hereinbelow, and also, to officially memorialize certain clarifications and/or minor amendments to the Development Agreement, as set forth hereinbelow;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of such consideration being hereby acknowledged, Developer and Town do hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by reference.

2. Amendment of Term / Future Renewal. The original term of the Development Agreement, set to have expired on October 19, 2005, is hereby extended for an additional term of five (5) years from the effective date hereof, with an automatic extension hereof to

take place for a second additional term of five years if building permits for all buildings authorized by the Development Agreement have not been issued on or before the expiration of the five year term of this First Amendment. The parties acknowledge that they agreed to this extension provision prior to the expiration of the original term, and that the Town approved, upon first reading, this extension prior to the expiration of the original term, so that no lapse in the applicability of the Development Agreement has occurred.

3. Dedications / Charges / Fees. The parties hereto acknowledge that all dedications have been completed by Developer, as set forth under Article X, Sections A, B, C, which relate to the Library site, the US Post Office Site, and the Town Site. Furthermore, all Administrative Charges, as set forth under Article X, Section D, have been paid in full and that no further Administrative Charges thereunder shall be due pursuant to this First Amendment, or any additional extension hereunder. Fees payable under Article X, Sections E and F, relative to Interim Development Fess and Boat Ramp Repair, shall continue to be payable at the time of building permit, on the same basis as under the original term.

4. Clarifications / Minor Amendments. Several minor issues have arisen during the first 5 years of development pursuant to the Development Agreement which the parties hereto wish to resolve by virtue of this First Amendment. The following clarifications and/or minor Amendments to the Development Agreement are hereby agreed upon by the Town and the Developer:

(a) Under Article VII, **Density**, a total of 212,750 square feet is allowed for commercial, civic and multifamily use. The parties agree that the Town site, which has been utilized as open space, shall not count against the maximum allowed square footage. The total allowed square footage for commercial, civic and multifamily applies to heated square footage within buildings, and not decks, porches, etc.

(b) The total allowed square footage of 212,750 for commercial, civic and multifamily may be designated by Developer, with flexibility regarding assigned square footage to any particular building site, so long as the total maximum square footage is not exceeded. A current summary of square footage assigned to particular building sites, and square footage remaining for assignment by Developer, is attached hereto as Exhibit A, for information purposes.

(c) The multifamily product type, which is an allowed component of the total allowed square footage of 212,750, may be constructed adjacent to retail and office uses, and shall not be limited to space built above retail and office uses. The residential use may be in the form of fee simple lot ownership or condominium product, at Developer's discretion.

5. Miscellaneous. Except as specifically amended hereby, the original Development Agreement shall continue in full force and effect for the additional term(s) provided hereunder. No material amendment hereto may be made without the consent of both parties, in writing, to be approved and recorded as provided by South Carolina law.

IN WITNESS WHEREOF, the parties hereto do hereby enter this First Amendment To Development Agreement, to be effective as of the date first above written.

WITNESSES:

BLUFFTON VILLAGE, LLC, Formerly ROWKRIS DEVELOPMENT I, LLC

WITNESSES:

Heather Walker

BLUFFTON VILLAGE, LLC, Formerly ROWKRIS DEVELOPMENT I, LLC

By MiGliore, Inc. its Manager

By: Michael W. Kristoff

Its: President

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF BEAUFORT)

I, the undersigned Notary, do hereby certify **BLUFFTON VILLAGE, LLC,** by Michael W. Kristoff, President of MiGliore, Inc. its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 19 day of JAN., 2006

Heather Walker
Notary Public for South Carolina
My Commission Expires: 8-6-2007

WITNESSES:

Dawn W. Goodwin

TOWN OF BLUFFTON, SOUTH CAROLINA

By: Henry E. Johnston
Henry E. Johnston, Mayor

Attest: Sandra Lunceford

COUNTY OF BEAUFORT)

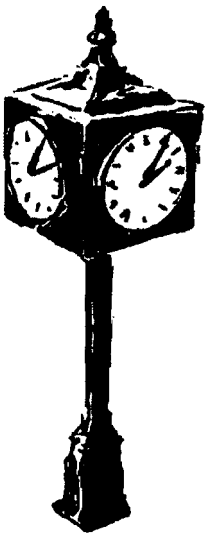
I, Catherine F. Carpenter Notary Public for South Carolina, do hereby certify that **Henry E. Johnston, as Mayor and Sandra Lunceford as Town Clerk,** respectively of the Town of Bluffton, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 15th day of December, 2005.

Catherine F. Carpenter
Notary Public for South Carolina
My Commission Expires: 2/29/2012

BLUFFTON VILLAGE as of 10/1/2005

Bldg Pad	Description	Status	Square Footage 1st Floor	2nd Floor	Total allowed
1	Commercial	Sold	2,500	2,500	5,000
2	Commercial	Sold	2,500	2,500	5,000
3 - 8	Commercial/Residential	For Sale			69,668
9	Commercial	Sold	7,680	2,320	10,000
10	Office	Sold	2,500	2,500	5,000
11-A	**Commercial**	Under Contract	**906**		**906**
11-B	Commercial	Sold	853		853
11-C	Commercial	For Sale	853		853
11-D	Commercial	Sold	906		906
11-E	Townhome End Unit	Sold			1,812
11-F	Townhome Center Unit	Sold			1,812
11-G	Townhome Center Unit	Sold			1,812
11-H	Townhome End Unit	Sold			1,812
12	Commercial/Office	Sold	1,250	3,600	3,600
13-A	Commercial	Sold	906		906
13-B	Commercial	Sold	853		853
13-C	Commercial	Sold	853		853
13-D	Commercial	Sold	906		906
13-E	Townhome End Unit	Sold			1,812
13-F	Townhome Center Unit	Sold			1,812
13-G	Townhome Center Unit	Sold			1,812
13-H	Townhome End Unit	Sold			1,812
14 A	Commercial/Residential	Sold	6,000	1,800	7,800
14 B	Commercial/Residential	Sold	1,800	1,800	3,600
15A	Commercial	Sold	1,950	-	1,950
15B	Commercial	Sold	1,950	-	1,950
16A	Commercial	Sold	1,950	650	2,600
16B	Commercial	Sold	1,950	650	2,600
17A	**Commercial**	Under Contract	**1,950**	**650**	**2,600**
17B	**Commercial**	Under Contract	**1,950**	**650**	**2,600**
18A	**Commercial**	Under Contract	**1,950**	-	**1,950**
18B	**Commercial**	Under Contract	**1,950**	-	**1,950**
19	Charleston Townhomes Pavilion	Sold	2,500	-	2,500
20	Hospice	Sold	3,750	3,750	7,500
23	Commercial	Sold	3,500	-	3,500
24	**Bank Site**	Under Contract	**4,200**	**2,000**	**6,200**
	36 Charleston Townhomes	34 of which have Sold			
	Totals				**169,100**
	Post Office				**18,650**
	Library				**25,000**
	Total Development Sq. Ft.				**212,750**



Bluffton Village

Shops · Offices · Medical · Townhomes · Restaurants

New Bluffton Post Office · New Beaufort County Library

Town of Bluffton
Beaufort County
South Carolina
PUD-00-07-001
Town Council
October 18, 2000
APPROVED

Exhibit C

BLUFFTON VILLAGE
MASTER PLAN

5.8.8 (A) N/A

5.8.8 (B) Exhibit "B" details the arrangement of land uses, including land for public facilities. The entire tract is 29.31 acres. The types of uses that are proposed and allowed in Bluffton Village will be consistent with those found in Sections 5.10.2, 5.10.3, 5.11.2, & 5.12.2 of the Bluffton Zoning Ordinance dated and Approved February, 2000, excluding however all gas stations, drive through and drive in restaurants, sexually oriented businesses and the following specific sections: 5.11.2(A) the words "or storage" only; 5.11.2(K); 5.11.2(O); 5.12.2(R); 5.12.2(S); 5.12.2(T); 5.12.2(W); 5.12.2(X)) Please refer to Exhibit "B" for possible building uses. The entire PUD is subject to a cap of 38 dwelling units, which in this document is defined as the Town Homes on the rear of the property, which shall include a dependency or garage with an apartment with each town home. The total square footage for commercial, retail, civic and multi-family uses will not exceed 212,750 square feet. Decks, plazas, porches, outdoor seating, and verandahs shall be permitted and shall not be considered part of the total square footage. In addition none of the square footage for the proposed Town Hall shall be considered as part of the total square footage. For the purposes of this PUD, Multi-Family is defined as any space used for residential living, located in a two or three story structure, having either retail or office on the first floor. Exhibit "D" is the proposed breakdown of the various uses and a range for the maximum square footage in each use. Usage square footage will be inter-changeable among the tract, provided that no individual use exceeds the maximum square footage for each designated use.

5.8.8. (C) Exhibit "H" - Boundary Survey

5.8.8. (D) Exhibit "H"- Primary Control Points on Boundary Survey

5.8.8.(E) Bluffton Village

5.8.8.(F) On the South side of the 29.31 acres is Seven Pines Shopping and Medical Center. On the West side, along SC46 is Buckles Marine Center, and Taylor's mini-warehouse storage. On the North, and a portion of the East boundary, is Shady Glen Trailer Park. The balance of the East boundary is the Preserve at Lake Linden. Because of the diversity of uses surrounding the 29.31 acres, and given the somewhat higher density in those areas, Bluffton Village is highly compatible with the land uses currently surrounding the property, and will lead to a strengthening in services and value in the immediate area. It is noted that all adjacent and adjoining property, with the exception of 150 feet, is located in Beaufort County.

BLUFFTON VILLAGE
MASTER PLAN

5.8.8.(G).1. Exhibit "H" - Drainage Structures on Master Plan

5.8.8.(G).2. Exhibit "B" - Municipal & County Limits on Master Plan

5.8.8.(G).3. Exhibit "B" - Vicinity Map on Master Plan

5.8.8. (G). 4 Exhibit "H" - Topographic Survey

5.8.8.(G).5 The only existing and recorded public right of way is SC 46. Exhibit "" notes all reservations and easements.

5.8.8. (G). 6 Exhibit "H & N"- Contiguous Lots on Master Plan

5.8.8.(G).7 We would have three major buildings and a smaller building committed to public use. Building 22 is proposed as the Beaufort County Regional Library. The library size is estimated at 25,000 square feet. Building 25 is the proposed site for the new Bluffton Post Office. Construction size will be 20,000 square feet. Building 21 is proposed as the site for the new Bluffton Town Hall. Building 21 is not limited in size, provided however that all square footage shall be excluded and not a part of the total square footage allowed in Bluffton Village. Building 20 is proposed as a child day care center. The building size will not be larger then 5,000 square feet.

5.8.8. (H) Exhibit "M" - Beaufort County Engineer Letters

5.8.8.(I) Rowkris Development recognizes the potential impact on the public roadways as a result of the Bluffton Village PUD. Accordingly, to address this issue, Rowkris Development has retained TranSystems Corporation to study the traffic impact specifically including the new Bluffton Post Office and proposed new Beaufort County Library. Among the traffic mitigation being considered is the addition of turning lanes, increasing the road width from two to five lanes and placing a traffic light at the entrance into Bluffton Village. A traffic analysis is can be found in Exhibit "I". All interior roads will be offered to Beaufort County. See Exhibit "B" for the Master Plan.

5.8.8.(J) Water and sewer service will be provided to Bluffton Village. Since septic tanks can contribute to water-quality problems, development of Bluffton Village will not include septic tanks. Preliminary discussions with Beaufort-Jasper Water and Sewer Authority (BJWSA) indicate a willingness to serve the property. BJWSA operates and maintains water and sewer systems within their service area upon completion by the developer and acceptance by

the Authority. Potable water and sewer prior to occupancy will serve all development. Exhibits "E, F, G, M".

5.8.8.(K) N/A

5.8.8. (L) Exhibit "M" - Utility & Service Letters

5.8.8.(M) 1. All roads will be offered for dedication to Beaufort County. All drainage systems, water and sewer systems and open space will be offered to the appropriate entity. All amenities will be part of the Bluffton Village Property Owners Association. The mechanism to be used for the maintenance , upkeep and upgrading of the amenities will be a property owners document that every non public property owner will be required to adhere to and pay a proportionate amount of the monies projected to adequately maintain and upkeep Bluffton Village. Exhibit "A" details the preliminary Covenants & Restrictions for informational purposes only.

5.8.8.(M).2 Bluffton Village will be built in two phases. Exhibit "Z" is an Area Exhibit of Bluffton Village, which describes all areas included in Phase I. In addition it will include all sewer, water, gas, electric, lift station, dry utilities and the storm water management system including retention ponds. Phase I will specifically include the ability to obtain building permits for buildings 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25 and thirty-eight (38) town homes, each with a garage and dependency. Phase II will include buildings 1, 2, 3, 4, 5, 6, 7, 8, 9. Prior to the issuance of a development or building permit for any items in Phase II, Rowkris shall submit a new traffic study, done by an engineer acceptable to Bluffton, showing the impact and mitigation necessary to handle the additional traffic as a result of Phase II.

5.8.8.(M).3 The land for the new Bluffton Post Office will be given to the United States Postal Service (USPS) at the point in time that the USPS and Rowkris enter into a binding agreement to locate the Main Bluffton Post Office within Bluffton Village. The land for the Beaufort County Library and the land for the proposed Town Hall will be given to the Town of Bluffton, or its designated assignee, upon the successful funding of those improvements memorialized in the Intergovernmental Agreement between Beaufort County and Bluffton and the Memorandum of Agreement between Beaufort County, Bluffton and Rowkris Development I, LLC. The land for the proposed child day care facility will be transferred at such time that a qualified buyer has been found.

BLUFFTON VILLAGE
MASTER PLAN

5.8.8. (M). 4 The open space in Bluffton Village is at least 40% of the entire site. Exhibit "C" outlines the buffer and setback requirements. The following shall be the Bluffton Village Buffer & Landscaping Standards:

Bluffton Village Buffer Standards:

In addition to the required distance, the buffers at adjacent property shall contain appropriate native plant material sufficient to ensure the protection against real or potential incompatibility between adjoining land uses. Existing trees and understory vegetation shall be retained wherever possible with additional native plantings as necessary to achieve the required buffer. If sufficient natural vegetation does not exist, planting requirements shall be determined at the time of final development plan application. The required buffer planting shall be installed on a phase-by-phase basis as development progresses, subject to approval of the Town Planner.

Bluffton Village Internal Landscaping Standards:

The landscape design philosophy of Bluffton Village is to create an aesthetically attractive and cohesive landscape that:

- Accommodates the urban requirements of a mixed use development,
- Successfully utilizes native plants of the Lowcountry, within the context of a landscape maintained for neatness and quality
- Unifies and blends the entire development by softening the building elements and carrying through a consistent and repetitive theme.

The plantings at Bluffton Village will be designed, installed, and maintained to:

- Incorporate plantings of hardwood trees, shrubs, groundcovers, annuals, perennials, and grasses on the entire development that utilize large shade trees in parking lots, manicured landscape styles in parking lots and adjacent to buildings, and informal plantings between different development areas that blend as a whole.
  The landscape design shall be reviewed at the time of final development plan application. The landscape plantings shall be installed on a phase-by-phase basis as development progresses, subject to approval of the Town Planner.

Rowkris has agreed to provide to SCDOT an ultimate right of way, which could reduce the buffer to thirty-three feet, subject to a seven foot landscaped utility easement, used for underground utilities.

Landscaping Narrative for the Highway 46 ROW:

The Bluffton Village project is expected to serve as an important gateway into the Town of Bluffton. In order to preserve the gateway concept, landscape enhancement is being considered within the expanded Highway 46 ROW. This enhancement, subject to SCDOT approval, and funding under the TIF, or other government funding, will consist of adding street trees, shrubs, flowers (annuals & perennials), and groundcover within the ROW. Wherever possible, the street trees will line both sides of Highway 46. This will effectively signify arrival into the Town of Bluffton. The street tree being considered at this time is live oak. These trees will be planted approximately 45' on center and be a min. of 4" caliber. This tree is appropriate for the Town of Bluffton because it represents a significant part of their history and landscape.

In order to further enhance the sense of arrival into the Town, sod, annuals, and perennials are proposed within the ROW on either side of Highway 46 as well. These plant materials will be planted between the back of curb and sidewalk or the back of curb and the ROW line underneath the live oaks.

Where there is the opportunity, center medians will be landscaped as well. Because these areas are typically within the critical sight line of vehicles turning, these areas will be planted with lower growing ornamental plant material. Please see Exhibit "Y" for a preliminary cross section of the SC 46 ROW.
Because of the diversity of uses surrounding the 29.31 acres, and given the somewhat higher density in those areas, Bluffton Village is highly compatible with the land uses currently surrounding the property, and will lead to a strengthening in services and value in the immediate area.

5.8.8. (M). 5 Exhibit "M" - Beaufort-Jasper Water & Sewer Authority letter of service

5.8.8.(M).6 Bluffton Village is being developed as a friendly neighborhood setting, that will strengthen the bonds of community through daily casual contact. Bluffton Village's location will allow it to be an established part of the Town, not far from downtown and within walking distance to stores and shops that offer all of life's necessities. The stores, shops, offices, civic buildings and

homes, will be simple but solid, built in the classic architectural styles common in Charleston, Savannah, or closer to home Beaufort; or even closer yet, Calhoun Street in Bluffton. Corner stores, tighter setbacks, service lanes and town homes with dependencies are some of the elements that will be borrowed from these historical models. Bluffton Village's dignity will be achieved with balance and restraint - no single element will call for attention. It will provide shopping, jobs and community services within convenient walking distance, allowing Bluffton's residents to meet some of their daily needs without driving. Designed in a style referred to by architects and land planners as Traditional Neighborhood Developments, TNDs, seek to rediscover the principles of small towns built before World War II. Exhibits "K" and "T" further define Bluffton Village.

CONCEPT/ PLAN PROVISIONS

5.8.7.A Please consider this request for the PUD district as an amendment to the Bluffton Zoning Ordinance and official map(s).

5.8.7.B Rowkris Development, I LLC. has paid the application fee required by the Town.

5.8.7.C See Exhibit "X" – Legal Description.

5.8.7.D Please process this request in the designated order.

5.8.7.E.1. Bluffton Village is being developed as a friendly neighborhood setting that will strengthen the bonds of community through daily casual contact. Bluffton Village's location will allow it to be an established part of the Town, not far from downtown and within walking distance to stores and shops that offer all of life's necessities. The stores, shops, offices, civic buildings and homes, will be simple but solid, built in the classic architectural styles common in Charleston, Savannah, or closer to home Beaufort; or even closer yet, Calhoun Street in Bluffton. Corner stores, tighter setbacks, service lanes and town homes with dependencies are some of the elements that will be borrowed from these historical models. Bluffton Village's dignity will be achieved with balance and restraint - no single element will call for attention. It will provide shopping, jobs and community services within convenient walking distance, allowing Bluffton's residents to meet some of their daily needs without driving. Designed in a style referred to by architects and land planners as Traditional Neighborhood Developments, TNDs, seek to rediscover the principles of small towns built before World War II. In order to achieve the environment necessary to create a

pedestrian friendly neighborhood, using the established principles of TNDs, this PUD designation is justified and necessary.

5.8.7.E.2. As discussed in 5.8.8(B) above..

5.8.7.E.3. The entire PUD is subject to a cap of 38 dwelling units, which in this document are defined as the Town Homes on the rear of the property, which shall include a dependency or garage with an apartment with each town home. The total square footage for commercial, retail, civic and multi-family uses will not exceed 212,750 square feet. Decks, plazas, porches, outdoor seating, and verandahs shall be permitted and shall not be considered part of the total square footage. In addition none of the square footage for the proposed Town Hall shall be considered as part of the total square footage. For the purposes of this PUD, Multi-Family is defined as any space used for residential living, located in a two or three story structure, having either retail or office on the first floor.

5.8.7.E.4. Rowkris Development recognizes the potential impact on the public roadways as a result of the Bluffton Village PUD. Accordingly, to address this issue, Rowkris Development has retained TranSystems Corporation to study the traffic impact specifically including the new Bluffton Post Office and proposed new Beaufort County Library. Among the traffic mitigation being considered is the addition of turning lanes, increasing the road width from two to five lanes and placing a traffic light at the entrance into Bluffton Village. A traffic analysis is can be found in Exhibit "I". All interior roads will be offered to Beaufort County. See Exhibit "B" for the Master Plan.

5.8.7.E.5 Most of the development standards for Bluffton Village will be more stringent than provided for in the Development Standards Ordinance. Because we have complied with all eight out of eight of the Special Considerations in Section 5.8.4, which states that "inclusion of these special considerations within the PUD can increase the ability of the developer to negotiate mitigation of other requirements," we would ask for the following waivers and deviations from zoning district regulations.

Relief from the following sections of the Highway Corridor Overlay District (HCOD, Section 5.15):

a. 5.15.4(A) Pertaining to land uses permitted within the HCOD. As detailed under 5.8.8(B) above

b. 5.15.5 Pertaining to access points. Achieved during PUD approval process, as detailed on Exhibit "G"
c. 5.15.6 Pertaining to setbacks and property subdivision.
d. 5.15.7 Pertaining to additional subdivision standards for properties located within the HCOD, as detailed under Exhibits "C" & "G"
e. 5.15.8(D) 2-Pertaining to building foundation buffers. A min. 4' wide landscape area will be provided between **either** the back of curb and the sidewalk **or** the sidewalk and the building in commercial retail areas except on Palmetto Way where landscaped islands may be utilized in lieu of the 4' strip to accommodate trees or other plantings.
f. 5.15.8(D) 5b. A waiver is requested for the Post Office employee parking lot only. This area will be effectively screened and this waiver will not detract from the aesthetic integrity of Bluffton Village and the surrounding property.
g. 5.15.11(D). The addition of natural gas street lamps as an allowable light source and fixture within the entrances to Bluffton Village is permitted
h. 5.15.11(E) 2 The addition of natural gas street lamps as an allowable light source and fixture within Bluffton Village is permitted
i. 5.15.12(B) Outside display of merchandise generally sold within the adjoining retail establishments is allowed and will also be allowed in the Farmers Market, during business hours

2. The Setbacks and Buffer Requirements in Section 5.8.6.B. and 5.8.6.C.(1.)(2.)(6) & (3) to the extent that parking shall be permitted in the setback. Exhibit "C" shall control all buffer and setbacks.
3. The Tree Survey Requirements, Section 5.8.10.W
4. Any Parking Ratios and Requirements contained in the Zoning and/or Development Standards Ordinance, to the extent that they are more severe then 3.5 parking spaces per 1000 square feet of total space.

Because of the potential volume of traffic and for the health and safety of the community we would propose two entrances/exits to Bluffton Village. While relief is sought from the Buffer Requirement, it is only a small portion of the tract where this is necessary. For the most part the minimum buffer is 18 feet, and in some portions increases to forty feet, allowing for pervious parking in those areas. Relief is sought from the Tree Survey Requirements because this site was used for silviculture prior to 1984. As a result there are no specimen trees. As noted in Exhibit "V", the majority of the trees on this site are 10-15 year old Loblolly

Pine, which during adverse weather can be dangerous. If relief were granted from the Tree Survey Requirements, we would increase the caliper of street trees to a minimum of four (4) inches. Exhibit "J" details the landscaping that will be done during the Phase I Development Permit for Infrastructure.

Rowkris Development proposes to institute architectural and site planning standards that will ultimately protect and promote the appearance, character, and economic vitality of the development. See Exhibit "K" and "A" for Preliminary Architectural and Site Planning Guidelines for Bluffton Village. All architecture and building in Bluffton Village will comply with a stringent and regulated set of guidelines. These Guidelines will be considered and adopted for approval by the Bluffton Historic Preservation Commission prior to the commencement of any building permits issued for horizontal construction and will serve as the rules and regulations of architecture and construction practices. It is further noted that the enforcement of the Guidelines and issuance of the building permit shall be the responsibility of the Town Manager, or designee, subject to submission approval of required plans complying with the Guidelines. If there is a question as to whether or not the plan complies with the Guidelines it will be referred to the Bluffton Planning Commission.

Finally, our parking plan is outlined on Exhibit "B", Master Plan. Our ratio is 3.5 parking spaces per 1000 square feet of overall space.

SPECIAL CONSIDERATIONS

5.8.4.A Through the restrictive design and placement of building types and public spaces, we intend to preserve and extend the historic neighborhood character existing in Bluffton today.

5.8.4B Over 40% of Bluffton Village is open space. We intend to create active greenways, sidewalks on both sides of internal roads, and other pedestrian/bicycle circulation networks that serve to connect significant areas and various land uses. Among them proposed is a bike/pedestrian path along the SCE&G easement from Bruin Road, which will direct pedestrian traffic off of SC 46 and route it via a safe, non-polluting environment, and very close to the central areas of the Town of Bluffton. In addition, we would propose a pedestrian entrance from the Preserve at Lake Linden through their existing recreational/boat parking area that adjoins a portion of the East Boundary. We would offer to connect a bike/pedestrian access path through one of the existing easements in Shady Glen so that a network could be developed from the proposed Oaks Development. Finally, we would have sidewalks along the East side of SC 46 from property line to property line.

5.8.4C We would propose a natural state of trees along SC 46 with a fifty (50) foot buffer. We would propose to heavily landscape all portions of Bluffton Village so that it would be consistent with both the letter and spirit of the Ordinance. Our minimum perimeter buffer would be on average at least 80% greater then required in Section 5.8.6.C of the Zoning Ordinance. Please see Section 5.8.8.(M).4, Page 3 of the Master Plan.

.5.8.4.D We intend to create active greenways, sidewalks, and other pedestrian/bicycle circulation networks that serve to connect significant areas and various land uses. Among them proposed is a bike/pedestrian path along the SCE&G easement from Bruin Road, which will direct pedestrian traffic off of SC 46 and route it a safe, non polluting environment, very close to the central areas of the Town of Bluffton. In addition we would propose a pedestrian entrance from the Preserve at Lake Linden through their existing recreational/boat parking area that adjoins a portion of the East Boundary. We would offer to connect through one of the existing easements in Shady Glen Trailer Park so that a network could be developed from the proposed Oaks development. Finally, we would have sidewalks along the East side of SC 46 from property line to property line.

5.8.4.E Affordable housing is a major component of Bluffton Village. This will be achieved through the availability of living space above stores and offices that while priced at market rates, will be in a range that is affordable to anyone gainfully employed. In addition, through the use and availability of dependencies, homebuyers will be able to supplement their monthly income or mortgage payments, greatly expanding the affordability factor, while at the same time, creating a friendly neighborhood community.

5.8.4F We would have three major buildings and a smaller building committed to public use. Building 22 is proposed as the Beaufort County Regional Library. The library size is estimated at 25,000 square feet. Building 25 is the proposed site for the new Bluffton Post Office. Construction size will be 20,000 square feet. Building 21 is proposed as the site for the new Bluffton Town Hall. Building 21 is not limited in size, provided however that all square footage shall be excluded and not a part of the total square footage allowed in Bluffton Village. Building 20 is proposed as a child day care center. The building size will not be larger then 5,000 square feet.

5.8.4.G On the South side of the 29.31 acres is Seven Pines Shopping and Medical center. On the West side, along SC46 is Buckles Marine Center, and Taylor's mini-warehouse storage. On the North, and a portion of the East boundary, is Shady Glen Trailer Park. The balance of the East boundary is

the Preserve at Lake Linden. Because of the diversity of uses surrounding the 25.38 acres, and given the somewhat higher density in those areas, Bluffton Village is highly compatible with the land uses currently surrounding the property, and will lead to a strengthening in services and value in the immediate area. On all perimeters we have been very sensitive to the treatment of the adjoining uses. Where appropriate, we have provided for extra vegetation, fences and aesthetically pleasing buffers on all of Bluffton Village's perimeters.

5.8.4.H All utilities that service Bluffton Village will be placed underground.

5.8.7.6. Water and sewer service will be provided to Bluffton Village. Since septic tanks can contribute to water-quality problems, development of Bluffton Village will not include septic tanks. Preliminary discussions with Beaufort-Jasper Water and Sewer Authority (BJWSA) indicate a willingness to serve the property. BJWSA operates and maintains water and sewer systems within their service area upon completion by the developer and acceptance by the Authority. In compliance with the requirements of the Ordinance, a commitment letter from BJWSA has been requested. Potable water and sewer prior to occupancy will serve all development. All essential dry utility service (electric, gas, telephone, and cable television) shall be provided with the development of Bluffton Village. Bluffton Village is on the service boundary for electrical power between the service territory of South Carolina Electric and Gas (SCE&G) and Palmetto Electric Cooperative. Preliminary planning for Bluffton Village has included coordination with SCE&G regarding electric and gas service. Bluffton Telephone Company will provide telephone and cable television services to Bluffton Village. A commitment letter stating Bluffton Telephones Company's ability to serve Bluffton Village has been requested. Exhibit "P" denotes those requests for service.

5.8.7.7 See Exhibit "D" - Build-Out Schedule

5.8.7.8. There are no existing buildings, structures, or other facilities on the property, other then power poles and guy wires in the SCE&G easement on the South side of the property.

5.8.7.9 See Exhibit "N" - Notification Certification

5.8.7.10 See Exhibit "B" - Master Plan

5.8.7.11 We would propose a natural state of trees along SC 46 with a fifty (50) foot buffer. We would propose to heavily landscape all portions of

Bluffton Village so that it would be consistent with both the letter and spirit of the Ordinance. Our minimum perimeter buffer would be on average at least 80% greater then required in Section 5.8.6.C of the Zoning Ordinance. See 5.8.8.(M).4, Page 3 of the Master Plan.

5.8.7.12 Storm water discharges from developed areas often have adverse impacts on receiving waters. Stream bank erosion, flooding and excessive storm water pollution loads are among the potential impacts of storm water discharges. Bluffton Village will feature a storm water management plan that includes detention of storm water to reduce the peak flows from the developed area, reduce pollution loads, and reduce erosion impacts. These measures will prevent the development from causing an adverse increase in the surface runoff reaching adjacent or surrounding property. The storm water management system will be designed in strict conformance with all Local and State regulations that address both the peak flow attenuation and water quality. State regulations require Best Management Practices (BMPs) such as ponds for storm water pollution control. Post-developed runoff rates are not to exceed those of the pre-developed site conditions for the 2-year, 10-year and 25-year, 24-hour design storms. The storm water management system for Bluffton Village will be designed to accommodate a fully built out development.

5.8.7.13 All roads will be offered for dedication to Beaufort County. All drainage systems, water and sewer systems and open space will be offered to the appropriate entity. All amenities will be part of the Bluffton Village Property Owners Association.

5.8.7.14 It is not anticipated that there will be any archeological sites on the property. There are no structures on the property. Exhibit "O" is a request to Mr. Ian Hill to review and verify.

5.8.7.15 Please refer to Section 5.8.4.G and Exhibits "B" & "H" - Master Plan

END

MASTER PLAN EXHIBIT LIST

EXHIBIT	A	PRELIMINARY BLUFFTON VILLAGE COVENANTS & RESTRICTIONS
EXHIBIT	B	MASTER PLAN & COLOR RENDERING
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1743

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLUFFTON VILLAGE TOWN CENTER

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLUFFTON VILLAGE TOWN CENTER

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLUFFTON VILLAGE TOWN CENTER ("Declaration") is executed this _____ day of _____, 20____, by **ROWKRIS DEVELOPMENT I, L.L.C.**, a South Carolina Limited Liability Company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land located within the Bluffton Village Planned Unit Development located in Beaufort County, South Carolina; and

WHEREAS, Declarant desires to subject a portion of the Property, said portion described in the attached Exhibit "A" ("Property") to the encumbrance and administration of certain land use controls and restrictions.

NOW, THEREFORE, for the purpose of enhancing and protecting the value, attractiveness and desirability of the Property, Declarant does hereby declare and does hereby affirm this Declaration and that the Property, and each part hereof, shall be held, sold, devised, leased, used, given and conveyed subject to the following easements, covenants, conditions, affirmative obligations, rights and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in said Property, or any part hereof, their heirs, executors, administrators, successors and assigns.

1. **DEFINITIONS**

The following words and terms when used in this Declaration shall have the following meaning:

1.1 "Additional Property" shall mean that Property described in exhibit "B" hereof, which Declarant shall have the right to submit to the within Declaration in the future, at the sole discretion of Declarant.

1.2 "Board of Directors" shall mean and refer to the Board of Directors of the Town Center Association as provided herein.

1.3 "Bylaws" shall mean and refer to the Bylaws of the Town Center Association as the same are amended from time to time.

1.4 "Common Area" shall mean and refer to any real or personal property designated as such by Declarant and conveyed to the Town Center Association or designated as such and held by Declarant for the benefit of the Town Center Association. Such real and personal property may include, but shall not be limited to, signage for informational purposes, roads and any other personal property used for the promotion of the Property.

1.5 "Condominium Unit" shall mean and refer to a condominium unit located in the HPR Parcel.

1.6 "Declarant" shall mean and refer to Rowkris Development I, L.L.C., a South Carolina Limited Liability Company, its successors and assigns.

1.7 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions as the same is amended from time to time.

1.8 "Lot" shall mean and refer to each of those separate tracts or parcels which are now or hereafter designated by Declarant for development within the Property or which are more particularly shown on the Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, and shall specifically include the Lots within the separate Bluffton Village Residential Subdivision described in Section 10 hereof.

1.9 "Member" shall mean and refer to each of those persons or entities entitled to membership in the Town Center Association, as provided in Section 2.2 hereof.

1.10 "Owner" shall mean and refer to the title holder as shown on the records in the Office of the Register of Deeds for Beaufort County, South Carolina, whether it be one or more persons, firms, associations, corporations or other legal entities of fee simple title to any Condominium Unit or Lot, or portion of a Lot, whether improved or unimproved. Owner shall not include those holding title merely as security for performance of an obligation. In the event that there is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, a long-term contract of sale covering any Condominium Unit or Lot, or portion thereof, the purchaser under said contract shall be considered the Owner of such Condominium Unit or Lot for so long as the contract remains in force and effect regardless of the fact that such purchaser does not hold fee simple title to the particular Condominium Unit or Lot. A long-term contract of sale shall be one where the purchaser is required to make payments for the Condominium Unit or Lot for a period extending beyond nine (9) months from the date of the contract and where the purchaser does not receive title to the Condominium Unit or Lot until such payments are made although the purchaser is given use of said Property.

1.11 "Plat" shall mean that Plat identified as a Plat of Bluffton Village Town Center prepared by _____, dated _____, 20____, and recorded in the Office of Register of Deeds for Beaufort County, South Carolina, at Plat Book _____ at Page _____.

1.12 "Property" or "Properties" shall initially mean and refer to the real property described on Exhibit "A" attached hereto.

1.13 "Town Center Association" shall mean and refer to Bluffton Village Town Center Property Owners' Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

2. TOWN CENTER ASSOCIATION

2.1 Establishment of an Association. Declarant hereby agrees to establish the Bluffton Village Town Center Property Owners' Association, Inc., a South Carolina non-profit corporation ("Town Center Association") for the purpose of exercising the powers of maintaining and administering Common Area once conveyed to the Town Center Association and providing common services, administering and enforcing covenants, conditions and restrictions contained herein and levying, collecting and disbursing assessments and charges herein created. Further, Declarant reserves the right to convey to the Town Center Association any and all of its rights and obligations set forth herein.

2.2 Membership. By acceptance of a deed or other conveyance for any Condominium Unit or Lot or portion thereof, the Owner thereof shall be deemed to covenant and agree to subject said Condominium Unit or Lot to this Declaration and the jurisdiction of the Town Center Association and the Bylaws and no further act by an Owner is required. Each Owner of any Condominium Unit or Lot, or portion thereof, whether improved or unimproved, shall be a Member of the Association.

2.3 Voting Rights. A Member shall be entitled to one (1) vote for each Condominium Unit or Lot in which he holds an interest required for membership by Section 2.2. In the event that two (2) Lots are consolidated, the Owner shall be entitled to two (2) votes for the consolidated Lot. When more than one person holds such interest or interests in any Condominium Unit or Lot, all such persons shall be

Members and the vote for such Condominium Unit or Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Condominium Unit or Lot. When one or more co-Owners sign a proxy or purports to vote for his or her co-Owners, such vote shall be counted unless one or more of the other co-Owners is present and objects to such vote or, if not present, submits a proxy or objects in a writing delivered to the Secretary of the Association before the vote is counted. If co-Owners disagree as to the vote, the vote shall be split equally among the co-Owners.

In recognition of the fact that final planning and subdivision of Lots within the Property have not been completed and the fact that Declarant finds it essential to maintain effective control of the Town Center Association during the development and marketing stages, Declarant hereby establishes two (2) classes of voting membership.

Class "A". The Class "A" Membership shall include all those Owners, including Declarant, of any Lot, except for consolidated Lot(s) as set forth above and any Condominium Unit. Each Class "A" Member shall have one (1) vote for each Condominium Unit or Lot owned by such Member.

Class "B". The Class "B" Members shall be Declarant and any successors or assigns of Declarant's rights hereunder. Declarant shall have one (1) vote, plus one (1) vote for each outstanding Class "A" vote held by any other person or entity. The Class "B" Membership and voting privileges shall cease and terminate for Declarant whenever Declarant (a) shall voluntarily give up its Class "B" Membership, (b) shall cease to own at least two (2) Lots or Condominium Units within the Property, or (c) on January 1, 20_____, whichever shall first occur.

2.4 Officers and Directors. Notwithstanding any other provisions to the contrary contained in this Declaration, the Bylaws and any instrument establishing the Town Center Association, Declarant shall have the right to appoint or remove any member or members of the Board of Directors of the Town Center Association or any officer or officers of the Town Center Association until such time as the first of the following events shall occur (a) the expiration of ten (10) years after the date of the recording of this Declaration, (b) the date on which a total of ninety-five (95%) percent of the total Condominium Units or Lots have been conveyed to third party purchasers, or (c) the surrender by Declarant of the authority to appoint and remove directors and officers of the Town Center Association. Each Owner, by acceptance of a deed to or other conveyance of a Condominium Unit or Lot, or a portion thereof, vests in Declarant such authority to appoint and remove directors and officers of the Town Center Association.

2.5 Rights of Declarant. For so long as Declarant has the right to appoint or remove any member or members of the Board of Directors of the Town Center Association or any officer or officers of the Town Center Association as provided in Section 2.4 herein, Declarant shall be entitled to exercise, without the consent of the other Owners, all powers granted to the Town Center Association or the Board of Directors by this Declaration or by the Bylaws. Any action taken by the Owners or by the Board of Directors during such time shall be valid only if approved in writing by Declarant. Declarant shall be entitled to withhold approval of any such action for any reason.

3. ASSESSMENTS OF THE TOWN CENTER ASSOCIATION

3.1 Creation of Lien and Personal Obligation of Assessments. Each Owner, whether or not it shall be so expressed in any such deed or other conveyance, agrees to all terms and provisions of this Declaration and to pay the Association (a) annual assessments or charges, and (b) Special Assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal

obligation of each Owner at the time when the assessment first became due and payable. In the case of co-Ownership of a Condominium Unit or Lot, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

3.2 Purpose of Assessments. The assessments levied by the Town Center Association shall be used exclusively for the improvement, maintenance, landscaping (streets, trees, sidewalks, architectural features, signage, plantings, irrigation, lighting, etc.) and operation of any Common Areas and all rights-of-way within the Property (as shown on the Plat), including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof. All streets will be offered for dedication to the appropriate governmental entity - County or Town - but shall be maintained by the Association if and when owned by either Declarant or the Association.

The special assessments shall be used for the purposes set forth in Section 3.4 of this Article.

3.3 Basis and Maximum of Annual Assessments. Until the year beginning January 1, 20____, the annual assessments shall not be more than _____ and no/100 Dollars ($_____) per year per Lot unless a higher annual assessment is approved by three-fourths (3/4) of the vote at the annual meeting. From and after January 1, 20_____, the annual assessment may be increased each year by ten (10%) percent of the maximum authorized assessment for the preceding year unless three-fourths (3/4) of the vote at the annual meeting votes against said increase or votes to increase or decrease said annual assessment by a greater amount.

Assessments for Condominium Units shall be determined via the process set forth in the separate documentation for the Horizontal Property Regime and shall include a separate line item for Town Village Association Assessments.

Notwithstanding the above, the Residential Subdivision Lots shall be assessed on an initial per Lot basis, such that the total annual assessment for the Residential Subdivision shall equal twenty (20%) percent of the Town Center Association's Budget.

Notwithstanding the above, the Condominium Units shall be assessed on an initial per Condominium Unit basis, such that the total annual assessment for the Town Center Association (not the Horizontal Property Regime assessments) for the Condominium Units shall equal _____ (_____) percent of the Town Center Association's Budget.

The Board of Directors of the Association may, after considering current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount, but such action shall not constitute a waiver by the Association of its right to revert to the full assessment for the subsequent year or years as provided in the preceding paragraph.

3.4 Special Assessments for Improvements and Additions. In addition to the annual assessments authorized by Section 3.3 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any property or area described in Section 3.2 above and for any other purpose that the annual assessments can be used for, provided that any such assessment shall have the consent of three fourths (3/4) of the vote at a duly called meeting, written notice of which shall be sent to all Members at least thirty (30) days in advance and setting forth the purpose of the meeting.

3.5 Quorum for any Action Authorized. The presence at the meeting of Members or of proxies entitled to cast sixty (60%) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at a meeting another meeting may be called subject to the notice requirement set forth herein.

3.6 Date of Commencement of Annual Assessment. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Town Center Association to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable the first day of January of the said year.

The due date of any special assessment under Section 3.4 hereof shall be fixed in a Resolution authorizing such assessment.

3.7 Duties of the Board of Directors. The Board of Directors of the Town Center Association shall keep a roster of the Properties and assessments in the offices of the Association and shall be open to inspection by any Owner.

Written notice of any assessment shall thereupon be sent to every Owner subject thereto.

The Town Center Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Town Center Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Town Center Association may charge a fee for the rendering of said certificate of payment status.

3.8 Effect of Non-Payment. If the assessments are not paid on the date when due (being the dates specified in Section 3.6 hereof), then such assessment shall become delinquent and shall, together with such interest thereon at the rate of the lesser of fourteen (14%) percent per annum or the highest rate not prohibited by law from the date due and the costs of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the Condominium Unit or Lot and all improvements thereof against which each such assessment is made in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner at the time of the assessment to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the Town Center Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Condominium Unit or Lot and proceed to sell it at foreclosure sale as is provided under the laws of the State of South Carolina for foreclosure of mortgages and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court together with the costs of the action.

3.9 Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Property from liability for any assessments accruing after conveyance by a mortgagee/Owner to a subsequent purchaser.

3.10 Exempt Property. The following property, individuals, partnership or corporations subject to this Declaration, shall be exempt from the assessments, charges and liens created herein:

3.10.1 The grantee of property over which said grantee holds a utility easement;

3.10.2 All Common Area; and

3.10.3 Lots or Condominium Units owned by Declarant except those Condominium Units or Lots which have been sold under title retention contract in which the purchaser agrees to pay the assessments, charges and liens.

4. ARCHITECTURAL STANDARDS COMMITTEE

Pursuant to the terms and provisions of this Declaration, no building, improvement, structure or accompanying facility of any kind, including, without limitation, sidewalks, parking lots, signs, decks, patios, courtyards, awnings, walls, fences, exterior lights, outbuildings or any exterior addition to or change or alteration to any existing structure (including, without limitation, painting or staining of any exterior surface) shall be erected, placed, situated or altered within the Property unless and until the plans and specifications showing the nature, color, type, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Committee (as hereinafter defined). Provided, however, no approval shall be necessary for the maintenance, repair or replacement of such buildings, improvements, structures or accompanying facilities if such maintenance, repair or replacement is performed in accordance with previously approved plans and specifications.

Declarant has established an Architectural Standards Committee ("Committee") for the purpose of examining and passing upon all proposed plans for any structure or structures whatsoever and any additions thereto and remodeling thereof intended to be placed on any portion of the Property. By and through the acceptance and recording of a deed to any Condominium Unit or Lot, the Owners of such Condominium Units or Lots, or any portion thereof, shall be deemed to covenant and agree to submit said Condominium Unit or Lot, or other portion thereof, to the architectural controls, guidelines and standards contained herein and established and promulgated by the Committee pursuant to the provisions of this Declaration.

Specifically, the Architectural Standards Committee shall adopt the Bluffton Village Town Center Design Standards ("Design Standards") for Bluffton Village Town Center. The Design Standards, as may be amended from time to time, shall serve as a guide for Owners in the design of improvements on the Property. Approval of the Committee, its designated agents, successors or assigns, shall be required on the design of all improvements to be placed upon the Property or any Lot contained therein. All of the powers, duties, rights and obligations of the Committee established under this Article 4 and the remaining provisions of this Declaration are subject to the right of Declarant to terminate and assume the powers defined in this Article.

Such plans, drawings and specifications shall additionally include construction schedules, plans for outdoor lighting, plans for internal traffic circulation, contents, shape, color and lighting for signs, plans for drainage, plans for landscaping, plans indicating areas to be filled or excavated and measures to be taken to conserve and protect trees.

Within thirty (30) days of its receipt of such plans and specifications, the Committee may deliver to the Owner written comments regarding such plans and specifications. The Owner shall make a reasonable effort to modify such plans and specifications in order to address any such comments made by the Committee. If such plans are rejected by the Committee and the Owner resubmits modified plans for re-inspection, the Committee shall have ten (10) business days to approve or disapprove of such re-submitted plans. Failure of the Committee to respond to such re-submitted plans within the ten (10) day period shall be deemed as acceptance of said plans. All plans shall be submitted to the Committee by sending two (2) copies of same under cover letter to the Bluffton Village Town Center Architectural Standards Committee, _____. (need address)

In addition to the foregoing, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner unless and until the plans therefor have been submitted to and approved in writing by the Committee. The provisions described in the paragraph above regarding approval rights and the time for approval of plans shall also be applicable to any proposed landscaping, clearing, grading, excavation or filling. Approval by the Committee is the first step in the approval process

necessary to obtain a building permit. Owners may also be required to submit plans to the appropriate Town of Bluffton and Beaufort County authorities for approval by the Highway 278 Corridor Review Board, the Department of Inspections and any other governmental or quasi governmental authority as established by Town or County regulations.

Neither Declarant or its successors or assigns, nor the Committee, nor any member of the Committee shall be liable for damages to anyone submitting plans to them for approval or to any Owner, effected by this Declaration, by reason of a mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to Declarant and/or the Committee for approval agrees, by submission of such plans, and every Owner of any Condominium Unit or Lot agrees, by acquiring title thereto or interest therein, that he or it will not bring any action or suit against Declarant or the Committee or any member of the Committee to recover any such damages.

5. MAINTENANCE

5.1 Lot Maintenance. All maintenance and repair of Condominium Units or Lots, together with all other improvements thereon or therein, and all lawns, landscaping and grounds on and within a Lot shall be the responsibility of the Owner of such Lot. The Town Center Association shall be responsible for maintaining all Common Areas. The Horizontal Property Regime Association shall be responsible for maintaining common elements within the Horizontal Property Regime as setforth in separate documentation. Each Owner shall be responsible for maintaining his or its Lot in a neat, clean and sanitary condition and such responsibility shall include the maintenance and care of all exterior surfaces of all buildings and other structures provided herein. Each Owner shall also be obligated to pay for costs incurred by the Town Center Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge.

In the event that Declarant or the Board of Directors determines that any Owner has failed or refused to discharge the obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder, Declarant or the Town Center Association, except in the event of an emergency situation, may give such Owner written notice of Declarant's or the Town Center Association's intent to provide such necessary maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner or, in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of the failure of any Owner to comply with the provisions hereof after such notice, Declarant or the Town Center Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and said cost shall be added to and become a part of the assessment to which such Owner and his Condominium Unit or Lot are subject and shall become a lien against such Condominium Unit or Lot. In the event that Declarant undertakes such maintenance, cleaning, repair or replacement, the Town Center Association shall promptly reimburse Declarant for Declarant's costs and expenses.

6. EASEMENTS

6.1 Utility Easement. Declarant, for itself and its successors and assigns, hereby reserves those certain Utility and Drainage Easement(s) as shown on the Plat.

Additionally, Declarant, for itself and its successors and assigns, hereby reserves an easement on, over, across and under those portions of the Property located along the interior of and within ten (10') feet of the perimeter boundary line of the Lots for the purpose of constructing, operating, installing, replacing, repairing and maintaining utilities, including, but not limited to, electrical, gas, telephone,

cablevision, water, sewer, advanced treated wastewater and irrigation lines and pipelines. With regard to the Condominium Parcel described in Exhibit "D" attached hereto, Declarant's Easements shall be along the boundaries of the Condominium Parcel, ten (10') feet along all roadways within the Condominium Parcel and within ten (10') feet of all buildings constructed within the Condominium Parcel. Except for meters or cabinets required for the utilization of such lines and facilities, all utility lines and facilities situated within the above-described Utility Easement shall be located underground and it shall be expressly permissible for the providing utility company or other supplier of service, with respect to the above described reserved Utility Easement, (a) to construct, operate and maintain lines, pipes, manholes, pumps and other necessary equipment and facilities, (b) to cut and remove and trees, bushes or shrubbery as may be reasonably necessary, (c) to grade, excavate or fill, or (d) to take other similar action reasonably necessary to provide economical and safe construction, maintenance, repair, replacement and use of such utilities. The Utility Easement reserved herein may be used for pedestrian and bicycle access purposes to allow and permit individuals, including the general public, to walk and ride bicycles on such sidewalks and bike paths. No improvements of any kind shall be built, erected or maintained within the above-described Utility Easement area which would in any way reasonably obstruct the construction, operation, maintenance and repair of the above-described facilities.

6.2 P.O.A. Landscape and Signage Easement(s). Declarant reserves unto itself, its successors and assigns, and to the Town Center Association the following described easements as shown on the Plat:

6.2.1 P.O.A. Landscape and Signage Easement(s) as shown on the Plat having varying dimensions for the purpose of landscaping (walls, fencing, signage for the commercial and residential areas of Bluffton Village Town Center), plantings, irrigation and lighting at Bluffton Village Town Center's entrances and frontage along Highway 278 and along rights-of-way within the Property.

6.2.2 Residential Screen Easement(s) as shown on the Plat within the Lots that are adjacent to the Bluffton Village Residential Area for the purpose of constructing a tall screen berm and plantings.

6.2.3 Except as otherwise provided herein, no structure can be built within the above-described P.O.A. Landscape Easement areas without the express written consent of Declarant, its successors and assigns, which consent may be withheld for any reason.

6.3 Maintenance Expense. In addition to the Common Area, if any, the Town Center Association shall have the responsibility for the maintenance of the P.O.A. Landscape Easements referred to in Section 6.2 above.

6.4 Shared Access Easements. The Shared Access Easements as shown with varying dimensions on the Plat are for the purpose of shared vehicular access to Lots for providing the potential for parking linkage between Lots.

6.5 Cross Easements for Parking and Ingress and Egress. All commercial Lots and the Condominium parcel shall be burdened with a Non-Exclusive Easement in favor of all other Condominium Units or Lot Owners and Declarant for parking in designated areas and for pedestrian and vehicular ingress and egress along rights-of-ways, parking areas and, with regard to pedestrian use, all sidewalks.

6.6 Road Rights-of-Way Easements. Declarant reserves unto itself, its successors and assigns, vehicular and pedestrian access easements across and over all rights-of-way within the Property. Additionally, Declarant reserves the right to convey all rights-of-way within the Property to the Town of Bluffton, South Carolina, Beaufort County, South Carolina, or to any other governmental entity provided the grantee specifically assumes the responsibility of maintenance of same.

6.7 Sales and Marketing Easement. Declarant reserves to itself, for a period equal to the period during which Declarant shall own at least two (2) Lots or Condominium Units, a Non-Exclusive Easement for ingress and egress over the Property for purposes of sales and marketing, which Easement shall include the right to have model units or buildings or homes on the Property of Declarant and shall extend to guests and invitees of Declarant.

7. USE RESTRICTIONS

The Property may only be used for commercial, retail, office, restaurants, support facilities, temporary model homes/offices, residential, general business, governmental offices and recreational purposes. Other types of land uses may only be established and operated within the Property as approved in writing by Declarant and its successors and assigns. The terms "commercial, retail and office" as used herein shall refer to those activities or uses dealing with the retail sale, ordering, distribution, consumption or delivery of personal goods, food, beverages, entertainment, direct consumer or personal services and the utilization of enclosed building spaces for clerical, administrative and executive management and operational activities. Additionally, the term "commercial, retail and office" would include those activities or uses dealing with banking, lending and other activities typically relating to banking and financial services and would allow for drive-up or remote customer services associated therewith. The term "recreational" as used herein shall mean or refer to land uses engaged in the operation of sports, active amusements or recreational activities, and this term shall specifically include both indoor and outdoor recreational uses. The establishment, construction and operation of hotels, lodges, motels, motor courts, dormitories and boarding houses within the Property is specifically included in those permitted commercial, retail, office and recreational land uses as defined herein. The terms "residential" or "semi-residential" as used herein shall mean and refer to the use of any portion of any structure as a residential condominium, vacation timesharing plan unit, multiple vacation ownership interest plan, dwelling unit, home, place of abode or temporary or permanent living accommodations (except hotels, motels, lodges, motor courts, dormitories and boarding houses as provided for herein).

8. LOT CONSOLIDATION

Declarant, its successors and assigns, reserves unto itself the right to consolidate lots within Bluffton Village. Upon any such consolidation, Declarant shall determine the number of assessments that the Owner shall be obligated to pay.

9. RIGHT OF REPURCHASE

If an Owner should receive an offer to purchase his Condominium Unit or Lot, it shall be offered for sale to Declarant at the same price and terms at which the highest bona fide offer has been made for the Condominium Unit or Lot and with full disclosure of the intended purchaser and Declarant shall have thirty (30) days within which to exercise its option to purchase said Condominium Unit or Lot at this price and should Declarant fail or refuse, within thirty (30) days after receipt of written notice of the price and the terms of sale to exercise its option to purchase said Condominium Unit or Lot at the offered price and upon the offered terms, then the Owner shall have the right to sell said Condominium Unit or Lot subject, however, to all covenants and conditions and restrictions herein contained and at the exact price and terms submitted to Declarant.

10. RESIDENTIAL SUBDIVISION

The Property described in the attached Exhibit "C" may be developed as thirty-eight (38) residential lots. The residential subdivision will have its own Property Owners' Association as described in Section 11 and will have separate Architectural Review Board guidelines. Each Lot Owner will also be a member of the Town Center Association.

11. **BLUFFTON VILLAGE RESIDENTIAL PROPERTY OWNERS' ASSOCIATION**

Bluffton Village Residential Property Owners' Association ("Residential POA") shall, on an annual basis, contribute to the Town Center Association an amount to be determined by the Town Center Association and the Bluffton Village Residential Association for the maintenance and upkeep of the landscaping, screening and signage referred to in Section 6.2 and for the maintenance and upkeep of the rights-of-way. The Bluffton Village Town Center Property Owners' Association and the Bluffton Village Residential Property Owners' Association, Inc. shall have the right to merge if deemed appropriate by their respective Board of Directors.

12. **BLUFFTON VILLAGE HORIZONTAL PROPERTY REGIME PROPERTY**

The Property described in the attached Exhibit "D" may be developed by Developer as a condominium with units designated for retail, office and residential related uses.

13. **BLUFFTON VILLAGE HORIZONTAL PROPERTY REGIME**

Bluffton Village Horizontal Property Regime ("HPR") shall, on an annual basis, contribute to the Town Center Association an amount to be determined by the Town Center Association and the Bluffton Village Horizontal Property Regime Association for the maintenance and upkeep of the landscaping, screening and signage referred to in Section 6.2 and for the maintenance and upkeep of the rights-of-way. The Bluffton Village Town Center Property Owners' Association and the Bluffton Village Horizontal Property Regime Owners' Association, Inc. shall have the right to merge if deemed appropriate by their respective Board of Directors.

14. **DURATION**

The covenants, restrictions and easements provided herein shall be for the benefit of Declarant, its successors and assigns, and the within covenants, restrictions and easements may be enforced by Declarant, its successors and assigns. The covenants, restrictions and easements provided herein may only be modified or amended with the written consent of Declarant, its successors and assigns. The covenants, restrictions and easements provided herein shall run with and bind the title of the Property and shall remain in effect for a period of thirty (30) years from and after the date of the recording of this Declaration and upon the expiration of the above-referenced thirty (30) year period, the within covenants, restrictions and easements shall be automatically renewed for successive ten (10) year periods unless during the last year of the initial thirty (30) year period or the last year of any ten (10) year renewal period the owners of the Property and Declarant, its successors or assigns, execute an instrument terminating, modifying or amending the within covenants, restrictions and easements, which document shall be filed of record in the Office of the Register of Deeds for Beaufort County, South Carolina. If any of the covenants, restrictions and easements set forth therein shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of the former U.S. President George Bush. Each provision contained herein shall be interpreted in such a manner as to be effective and valid, but if the application of any provision contained herein as applied to any person or to any portion of the Property shall be prohibited or held invalid, such prohibited provision or invalidity shall not affect any other provision or application of any provision and the remaining provisions shall be given effect without the invalid provision or application and to this end the within covenants, restrictions and easements are declared to be severable. Declarant shall have the right to assign any and all rights, powers and easements reserved or given herein; provided that such assignment is to the Owner of the Property or the Town Center Association referred to below; and further provided that only Declarant or the Town Center Association referred to below shall have the right to enforce the within covenants and restrictions.

15. **MODIFICATIONS**

This Declaration or any provision hereof or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended as to the whole of said Property or any portion thereof by Declarant until ninety-five (95%) percent of the total Condominium Units or Lots have been conveyed to third party purchasers by Declarant. Thereafter, this Declaration may be modified with the written consent of the owners, including Declarant, of sixty-five (65%) percent of the Condominium Units or Lots in the Property. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed, acknowledged and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

16. **ASSIGNMENT OF DECLARANT'S RIGHTS**

Any or all of the rights, powers and reservations of Declarant herein may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned and upon any such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties, here it shall, to the extent of such assignments, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

17. **ENFORCEMENT**

17.1 Equitable Servitudes. All of the provisions herein contained shall run with the land and shall be enforceable at law or in equity as equitable servitudes by Declarant, its successors and assigns, and any Owner.

17.2 Deemed to Constitute a Nuisance. The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance and every remedy allowed by law or equity against an Owner, either public or private, may be exercised by Declarant or by any Owner subject to these restrictions.

17.3 Attorneys' Fees. In any legal or equitable proceedings for the enforcement of this Declaration or to restrain any violation of this Declaration or any provision hereof, the prevailing party shall, in addition to all other costs, be entitled to reasonable attorneys' fees. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

17.4 Inspection. Declarant may from time to time at any reasonable hour or hours and after reasonable notice to Owner enter and inspect any property subject to these restrictions to ascertain compliance therewith.

17.5 Failure to Enforce Not a Waiver of Rights. The failure of Declarant or any Owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

18. **MISCELLANEOUS PROVISIONS**

18.1 Constructive Notice and Acceptance. Every person who now owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

18.2 Rights of Mortgagees. All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land

subject to these restrictions and none of said restrictions shall supercede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of said property is acquired by the Lender or other party under foreclosure, a Trustee's sale, a deed in lieu, etc. the acquirer and its successors and assigns shall hold any and all property so purchased subject to all of the restrictions and other provisions of this Declaration.

18.3 Mutuality, Reciprocity; Runs with the Land. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective owners of all parcels and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns; and shall, as to the Owner of each parcel, his heirs, successors and assigns, operate as covenants running with the land and equitable servitudes for the benefit of all other parcels.

18.4 Paragraph Headings. Paragraph headings where used herein are inserted for convenience only and are not intended to be part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

18.5 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any final judgment in a contested judicial proceeding the invalidity of such provision shall not affect the validity of the remaining provisions hereof and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this document as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

ROWKRIS DEVELOPMENT I, L.L.C., a South Carolina Limited Liability Company

_____

By:_____
L. Stetson Rowles, Jr.

Its: Managing Member

_____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

The undersigned notary public does hereby certify that L. Stetson Rowles, Jr., as Managing Member of Rowkris Development I, L.L.C., a South Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____day of _____, 20__.

_____
Notary Public for South Carolina
My commission expires:_____

a:\Bluffton Village\Covenants-Bluffton Village Commercial Center
stat1\4254.005

EXHIBIT "A"

Property

EXHIBIT "B"

Additional Property

EXHIBIT "C"

Residential Subdivision Property

EXHIBIT "D"

Horizontal Property Regime Property

BLUFFTON VILLAGE

Architectural Guidelines

Summary of the Bluffton Village Code

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

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

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

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

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

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

Specifications

1. All building plans shall be submitted to the Bluffton Village Architectural Committee for conformity to the code.

2. Homes shall contain a minimum of 1500 square feet of heated space of which at least one third shall be on a second floor.

3. Variances for smaller sizes or one story homes or other variances to the Code shall be granted on the basis of architectural merit.

4. All Building materials shall conform to the BVAC master list.

Yard

1. The street facade shall extend alone the front yard a minimum of 45% of the lot width.

2. The front wall of the house's foundation must be built to within 12 to 18 feet of the front property line, except for lots fronting directly on the water in which case there are no build-to requirements.

3. The minimum sideyard setback is 8 feet for interior lots; or 5 feet for corner lots on the corner side.

4. Chimneys, bay windows and steps may encroach up to one half the yard specified.

Porch

1. All homes must have a covered front porch a minimum of 7 feet in depth.

2. The porch shall extend a minimum of 50% along the street facade of the house.

Outbuildings

1. Outbuildings shall not exceed 22 feet in height.

2. Walls of outbuilding at property lines shall be left windowless and shall be 2 hour fire rated.

Parking

1. Trucks, boats, campers and trailers shall be parked in rear yards only.

2. Garages shall follow the specifications of outbuildings.

Height

1. Ground floors, except entry vestibules and outbuildings, shall have a minimum elevation of 3 feet above ground level.

2. Interior ceiling heights shall be a minimum of 9 feet on the ground floor.

3. Maximum building height shall be 28 feet measured to the eaves.

4. The principal roof shall be a symmetrical gable or hip with a slope between 8:12 and 12:12 for 1 or 1 1/2 story homes. Between 4:12 and 10:12 for 2 story homes.

5. A shed roof shall have a pitch between 3:12 and 6:12 and be permitted only when attached to the principal roof or wall.

6. A flat roof shall be permitted only as a habitable deck enclosed by a continuous balustrade or parapet.

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

	Materials	Configuration	General
Building Walls	Wood Clapboard or Shingle -3.5" to 6" to the weather Brick -to be selected from the BVAC master list Stucco with a smooth sand finish	-the open undercroft of the decks and porches shall be enclosed by wood lattice. -clapboard shall be flush trimmed at corners. -trim shall be 6" boards maximum at openings.	-Materials shall be used in horizontal bands only.
Garden Walls and Fences	Brick, stone or stucco to match the prinicpal building. -Wood pickets and wood lattice. -Wood rail and board. -Wrought iron in combination with brick or stucco.	-Brick walls shall be capped.	
Arches, Columns and Porches	Brick, stone or stucco -piers and arches Wood -posts and columns -porches and balustrades	Where visible from the street the following are permitted: -Arches no less than 8" in depth -Piers no less than 12" x 8" -Posts no less than 4" x 4" -Columns of the Doric, Tuscan or Ionic order -Spindles shall not exceed 4.5" on center -Porch openings shall be vertical in proportion	
Roofs and Gutters	For roofs: -Galvanized steel or standing seam -"Galvalume" 5 crimp heavy guage metal -Cedar shakes -Slate and artificial slate -Dimensional sephaltic fiberglass For gutters, if used: -galvanized steel or aluminum	-Simple hip or gable roof *if 1 or 1 ½ story: pitch = 8:12 to 12:12 *if 2 story: pitch = 4:12 to 10:12 -Simple shed roof (allowed only against a principal building): pitch = 3:12 to 6:12 -Dormers shall be a minimum of 2 feet from and gable	
Windows, Doors and Shutters	-Clear glass -Painted wood -Stained hardwood	-Single or double hung windows	-Operable wood shutters sized to match openings -Wood window boxes
Outbuildings	-Materials shall conform to that of the primary structure	-Massing shall conform to that of the primary structure	
Landscape		-There shall be one designated native tree of not less than 3 1/2" caliper planted no further than every 30 feet along the street frontage if there is no tree of acceptable size already existing.	-Trees over 6" caliper may not be removed without the approval of the BVAC
Miscellaneous	-Exterior hardware to be solid brass, bronze or wrought iron.		The following shall not be located between the building and its street frontage or be visible from the street: clothes lines, electrical or gas meters, A/C compressor or garbage cans.

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NONPROFIT CORPORATION
ARTICLES OF INCORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

1. The name of the proposed corporation is Bluffton Village Horizontal Property Regime Owners' Association, Inc..

2. The initial registered office of the nonprofit corporation is 10 Plantation Drive
Street Address

Hilton Head Island, Beaufort County, South Carolina 29928
City County State Zip Code

The name of the registered agent of the nonprofit corporation at that office is:

Mark S. Simpson
Print Name

I hereby consent to the appointment as registered agent of the corporation.

_____
Agent's Signature

3. Check "a", "b" or "c", whichever is applicable. Check only one box:

   a. [ ] The nonprofit corporation is a public benefit corporation.

   b. [ ] The nonprofit corporation is a religious corporation.

   c. [x] The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b", whichever is applicable:

   a. [ ] This corporation will have members.

   b. [x] This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is 10 Plantation Drive
Street Address

Hilton Head Island, Beaufort County, South Carolina 29928
City County State Zip Code

Bluffton Village Horizontal Property Regime Owners' Association, Inc.
NAME OF CORPORATION

6. If this non-profit corporation is either a public benefit or religious corporation (when box "a" or "b" of paragraph #3 is checked), complete either "a" or "b", whichever is applicable to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.

a. [ ] Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

b. [ ] Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to:

_____

7. If the corporation is a mutual benefit corporation (when box "c" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

a. [x] Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefitting or serving.

b. [ ] Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to:

_____

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See Section 33-31-202(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instruction to this form).

_____

_____

9. The name and address of each incorporator is as follows (only one is required)

L. Stetson Rowles, Jr., 10 Plantation Drive, Hilton Head Island, South Carolina 29928
Name Address Zip Code

Michael W. Kristoff, 17 Old Fort Drive, Hilton Head Island, South Carolina 29926
Name Address Zip Code

Bluffton Village Horizontal Property Regime Owners' Association, Inc.
NAME OF CORPORATION

10. Each original director of the non-profit corporation must sign the Articles, but only if the directors are named in these articles:

L. Stetson Rowles, Jr.
Name (Only if named in articles) Signature of director

Michael W. Kristoff
Name (Only if named in articles) Signature of director

11. Each incorporator must sign the articles.

Signature of Incorporator

Signature of Incorporator

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this form using a computer disk, which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of $25.00, payable to the Secretary of State.

   Return to: Secretary of State
   PO Box 11350
   Columbia, SC 29211

4. If this organization is a Homeowners Association or a Political Association it must also be accompanied by the First Annual Report of Corporations and an additional $25.00 fee is required.

SPECIAL NOTE

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME ON OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-2511.

a:\Bluffton Village\Articles of Incorporation-Bluffton Village HPR Owners Association
stat1

1770

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NONPROFIT CORPORATION
ARTICLES OF INCORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

1. The name of the proposed corporation is Bluffton Village Home Owners' Association, Inc..

2. The initial registered office of the nonprofit corporation is 10 Plantation Drive
Street Address

Hilton Head Island, Beaufort County, South Carolina 29928
City County State Zip Code

The name of the registered agent of the nonprofit corporation at that office is:

Mark S. Simpson
Print Name

I hereby consent to the appointment as registered agent of the corporation.

Agent's Signature

3. Check "a", "b" or "c", whichever is applicable. Check only one box:

a. [ ] The nonprofit corporation is a public benefit corporation.

b. [ ] The nonprofit corporation is a religious corporation.

c. [x] The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b", whichever is applicable:

a. [ ] This corporation will have members.

b. [x] This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is 10 Plantation Drive
Street Address

Hilton Head Island, Beaufort County, South Carolina 29928
City County State Zip Code

Bluffton Village Home Owners' Association, Inc.
NAME OF CORPORATION

6. If this non-profit corporation is either a public benefit or religious corporation (when box "a" or "b" of paragraph #3 is checked), complete either "a" or "b", whichever is applicable to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.

a. [ ] Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

b. [ ] Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to:

_____

7. If the corporation is a mutual benefit corporation (when box "c" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

a. [x] Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefitting or serving.

b. [ ] Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to:

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8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See Section 33-31-202(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instruction to this form).

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L. Stetson Rowles, Jr., 10 Plantation Drive, Hilton Head Island, South Carolina 29928
Name Address Zip Code

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Name Address Zip Code

Bluffton Village Home Owners' Association, Inc.
NAME OF CORPORATION

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L. Stetson Rowles, Jr.
Name (Only if named in articles) — Signature of director

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Name (Only if named in articles) — Signature of director

11. Each incorporator must sign the articles.

Signature of Incorporator

Signature of Incorporator

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Bluffton Village Home Owners' Association, Inc.

NAME OF CORPORATION

NP-ARTICLES OF INCORPORATION

FORM REVISED BY SOUTH CAROLINA SECRETARY OF STATE, MAY 1999

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NONPROFIT CORPORATION
ARTICLES OF INCORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

1. The name of the proposed corporation is Bluffton Village Town Center Property Owners' Association, Inc.

2. The initial registered office of the nonprofit corporation is 10 Plantation Drive
Street Address

Hilton Head Island, Beaufort County, South Carolina 29928
City County State Zip Code

The name of the registered agent of the nonprofit corporation at that office is:

Mark S. Simpson
Print Name

I hereby consent to the appointment as registered agent of the corporation.

Agent's Signature

3. Check "a", "b" or "c", whichever is applicable. Check only one box:

a. [ ] The nonprofit corporation is a public benefit corporation.

b. [ ] The nonprofit corporation is a religious corporation.

c. [x] The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b", whichever is applicable:

a. [ ] This corporation will have members.

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5. The address of the principal office of the nonprofit corporation is 10 Plantation Drive
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Hilton Head Island, Beaufort County, South Carolina 29928
City County State Zip Code

_____
NAME OF CORPORATION

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   a. [ ] Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

   b. [ ] Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to:

   _____

7. If the corporation is a mutual benefit corporation (when box "c" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

   a. [x] Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefitting or serving.

   b. [ ] Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to:

   _____

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See Section 33-31-202(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instruction to this form).

   _____

   _____

9. The name and address of each incorporator is as follows (only one is required)

   L. Stetson Rowles, Jr., 10 Plantation Drive, Hilton Head Island, South Carolina 29928
   Name Address Zip Code

   Michael W. Kristoff, 17 Old Fort Drive, Hilton Head Island, South Carolina 29926
   Name Address Zip Code

Bluffton Village Town Center Property Owners' Association, Inc.
NAME OF CORPORATION

10. Each original director of the non-profit corporation must sign the Articles, but only if the directors are named in these articles:

L. Stetson Rowles, Jr.
Name (Only if named in articles) Signature of director

Michael W. Kristoff
Name (Only if named in articles) Signature of director

11. Each incorporator must sign the articles.

Signature of Incorporator

Signature of Incorporator

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this form using a computer disk, which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of $25.00, payable to the Secretary of State.

   Return to: Secretary of State
   PO Box 11350
   Columbia, SC 29211

4. If this organization is a Homeowners Association or a Political Association it must also be accompanied by the First Annual Report of Corporations and an additional $25.00 fee is required.

SPECIAL NOTE

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME ON OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-2511.

a:\Bluffton Village\Articles of Incorporation-Bluffton Village Town Center POA
stat1

BYLAWS
OF
BLUFFTON VILLAGE TOWN CENTER
PROPERTY OWNERS' ASSOCIATION, INC.

1. **INTRODUCTION**.

1.1 Association. These are the Bylaws of Bluffton Village Town Center Property Owners' Association. Inc., a non-profit corporation organized and existing under the laws of the State of South Carolina ("Association") which has been organized for the purpose of administering the Common Area located upon and within the real property located in Beaufort County, South Carolina, which is described on Exhibit "A" attached hereto and made a part hereof by reference ("Property").

1.2 Binding Effect. All present or future Owners, occupants, tenants or their employees or any other person that might use the Bluffton Village Town Center Property or any of the facilities thereof in any manner are subject to the Rules and Regulations set forth in these Bylaws, the Certificate of Incorporation and the Declaration of Covenants, Conditions and Restrictions for Bluffton Village Town Center and those adopted by the Board of Directors of the Association (and any amendments thereto).

1.3 Office of the Association. The office of the Association shall be located at 10 Plantation Drive, Hilton Head Island, South Carolina, or such other place as the Board of Directors of the Association may designate from time to time.

2. **DEFINITIONS**. All of the terms defined in the Declaration to these Bylaws attached hereto shall have the same meanings when used in these Bylaws.

3. **SUBJECT TO DECLARATION**. The provisions of these Bylaws are applicable to the Property which is described on Exhibit "A" and the terms and provisions hereof are expressly subject to the terms, provisions, conditions and authorizations contained in the Articles of Incorporation of the Association and in the Declaration of Covenants, Conditions and Restrictions for Bluffton Village Town Center ("Declaration") dated _____, 2000, which has been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book _____ at Page _____, and as the same may be amended from time to time. The terms and provisions of said Declaration shall be controlling wherever and to the extent the same may be in conflict with these Bylaws.

4. **MEMBERSHIP AND VOTING RIGHTS**.

4.1 Membership. Membership in the Association shall be as set forth in the Declaration. All present and future owners, present and future tenants, their guests and invitees and any person using the common area or facilities contained in the Property are subject to the Declaration, Articles of Incorporation and these Bylaws. The mere acquisition or rental of any Lot or Unit within the Property or the mere act of occupation of one of the Lots or Units shall constitute ratification and acceptance of these Bylaws and the Rules and Regulations adopted pursuant hereto.

4.2 Assessment. The rights of membership are subject to the matters stated in the Declaration and to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of record of and becomes a continuing lien upon the Lot or Unit against which such assessments are made as provided in the Declaration.

4.3 Failure to Pay Assessment. The membership rights of any person whose interest in a Lot or Unit is subject to assessments may be suspended by action of the Board of Directors during the period when the assessments remain unpaid and for any additional period thereafter and for violations of its published Rules and Regulations governing the use of the Common Areas and facilities.

4.4 Voting Rights. Voting rights in the Association shall be as set forth in the Declaration. Members shall be entitled to one (1) vote for each Lot or Unit in which he holds the interest required for membership pursuant to the Declaration. When more than one (1) person holds such interest or interests in any Lot or Unit, all such persons shall be Owners and the vote for such Lot or Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot or Unit. When one or more Owner(s) sign a proxy or purports to vote for his or her co-Owner(s), such vote shall be counted unless one or more of the other co-Owners is present and objects to such vote or, if not present, submits a proxy or objects in writing delivered to the Secretary of the Association before the vote is counted. If co-Owners disagree as to the vote, the vote shall be split equally among the co-Owners.

In recognition of the fact that final planning and subdivision of the Lots within the Property have not been completed and the fact that Declarant finds it essential to maintain effective control of the Association during the development and marketing stages, Declarant hereby establishes two (2) classes of voting membership:

Class "A". The Class "A" Membership shall include all those Owners, including Declarant, of any Lot or Unit. Each Class "A" Member shall have one (1) vote for each Lot or Unit owned by such Member.

Class "B". The Class "B" Members shall be Declarant and any successors or assigns of Declarant's rights hereunder. Declarant shall have one (1) vote, plus one (1) vote for each outstanding Class "A" Membership vote held by any other person or entity. The Class "B" Membership and voting privileges shall cease and terminate for Declarant whenever Declarant (i) shall voluntarily give up its Class "B" Membership, (ii) shall cease to own at least two (2) Lots or Units within the Property, or (iii) on January 1, 20_____, whichever shall first occur.

4.5 Declarant's Rights. Notwithstanding any other provisions to the contrary contained in this Declaration, the Bylaws and any instrument establishing the Commercial Association, Declarant shall have the right to appoint or remove any member or members of the Board of Directors of the Commercial Association or any officer or officers of the Commercial Association until such time as the first of the following events shall occur, (i) the expiration of ten (10) years after the date of the recording of this Declaration; (ii) the date on which a total of ninety-five (95%) percent of the total Lots or Units have been conveyed to third party purchasers; or (iii) the surrender by Declarant of the authority to appoint and remove directors and officers of the Commercial Association. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Unit or a portion thereof, vests in Declarant such authority to appoint and remove directors and officers of the Commercial Association.

4.6 Declarant's Removal Rights. For so long as Declarant has the right to appoint or remove any member or members of the Board of Directors of the Commercial Association or any officer or officers of the Commercial Association as provided in Section 4 herein, Declarant shall be entitled to exercise, without the consent of the other Owners, all powers granted to the Commercial Association or the Board of Directors by this Declaration or by the Bylaws. Any action taken by the Owners or by the Board of Directors during such time shall be valid only if approved in writing by Declarant. Declarant shall be entitled to withhold approval of any such action for any reason.

5. PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF THE COMMON AREAS.

5.1 Right to Use Common Areas. Each Owner shall be entitled to the use and enjoyment of the Common Areas as provided in the Declaration.

5.2 Delegation of Rights. Any Owner may delegate his rights of enjoyment in the Common Areas and facilities to any of his tenants or renters who lease or rent a unit on the Lot from him. Such Owner shall notify the Secretary of the Association in writing of the name of any such person or

persons and of the relationship of the Owner to such person or persons. The rights and privileges of such person or persons are subject to suspension under Section 4 to the same extent as those of the Owner.

6. **ASSOCIATION PURPOSES AND POWERS.**

6.1 Purposes. The Association has been organized for the following purposes:

6.1.1 to own, acquire, build, operate and/or maintain the Common Areas, including, but not limited to, all Common Areas, easements of ingress and egress for the Common Areas, road rights-of-way, utility easements, signage areas and the buildings, structures, lighting and personal properties incident thereto as more fully described in the Declaration;

6.1.2 to clean, clear, trim, remove weeds, limbs and debris from and to provide general ground maintenance for the Property as provided in the Declaration;

6.1.3 to fix assessments (or charges) to be levied against the Lots or Units contained in the Property as provided in the Declaration;

6.1.4 to enforce any and all covenants and restrictions, rules and regulations and agreements applicable to the Property as provided herein and in the Declaration;

6.1.5 to pay taxes and insurance, if any, on the Common Areas and facilities; and

6.1.6 to enforce the obligations of, coordinate and cooperate with the Bluffton Village Residential Owners' Association, Inc. and the Bluffton Village Horizontal Property Regime Owners' Association, Inc.

6.2 Mergers and Consolidations. Subject to the provisions of the recorded Declaration of Covenants, Conditions and Restrictions applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, specifically including the Bluffton Village Residential Owners Association, Inc. and Bluffton Village Horizontal Property Regime Owners' Association, Inc, provided that any such merger or consolidation shall have the assent of a majority vote at a duly called meeting of the Association.

6.3 Mortgages; Other Indebtedness. The Association shall have the power to mortgage its Property upon the approval of a seventy-five (75%) percent vote of the Owners present at a meeting duly called for this purpose. Notwithstanding this provision, as long as Declarant shall own any Lot or Unit primarily for the purpose of sale, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage or hypothecate all or any portion of the Common Areas.

6.4 Notice and Quorum. The notice and quorum required for any action governed by these Bylaws shall be as follows, unless otherwise provided: Written notice of any meeting called for the purpose of taking any action shall be sent to all Owners not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. At any such meeting called, the presence of Owners owning over fifty (50%) percent of the Lots or Units shall constitute a quorum for the transaction of business.

6.5 Dedication of Property or Transfer of Function to Public Agency or Utility. The Association shall have the power to dispose of its real properties only as authorized under the Declaration.

7. **BOARD OF DIRECTORS.**

7.1 Board of Directors; Selection; Terms of Office. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) Directors appointed by Declarant who shall hold office until the election of their successors for the terms stated in this

Section. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the Declaration, the Owners shall elect five (5) Directors for a term of one (1) year each.

7.2 Vacancies in the Board of Directors. Subject to Declarant's rights as set forth in the Declaration, vacancies in the Board of Directors shall be filled by the majority of the remaining Directors and the Directors elected to fill the vacancy will hold office until his or her successor is elected by the Owners, who may make such election at the next annual meeting of the Owners or at any special meeting called for that purpose.

8. **ELECTION OF DIRECTORS**. Election to the Board of Directors shall be as herein provided. At such election, the Owners, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Those persons receiving the largest number of votes shall be elected.

9. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**.

9.1 Powers of the Board of Directors. The Board of Directors shall have the power:

9.1.1 to call special meetings of the Owners whenever it deems necessary and it shall call a meeting at any time upon request as provided in Section 12.1 hereinafter;

9.1.2 to appoint, hire and remove, at pleasure, all officers, agents and employees of the Association, including, without limitation, the appointment of a property manager and/or a property management company, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Owner, Declarant, officer or director of the Association in any capacity whatsoever;

9.1.3 to establish, levy, assess and collect assessments or charges;

9.1.4 to adopt and publish Rules and Regulations governing the use of the Common Areas and facilities and the personal conduct of the Owners and their guests thereon and to amend existing Rules and Regulations governing the use of the Common Areas and facilities;

9.1.5 to exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to the Owners in the Certificate of Incorporation, these Bylaws or the Declaration;

9.1.6 in the event that any member of the Board of Directors shall be absent from three (3) consecutive regular meetings of the Board of Directors, without excuse, the Board of Directors may, by action taken at the meeting during which said third (3rd) absence occurs, declare the office of said Director to be vacant;

9.1.7 to appoint an Executive Committee of three (3) Directors and delegate all or any portion of the powers of the Board of Directors to this Executive Committee; and

9.1.8 to carry out and exercise all rights, duties and responsibilities as set forth above in the Declaration.

9.2 Duties of the Board of Directors. It shall be the duty of the Board of Directors:

9.2.1 to cause to be kept a complete record of all its acts and corporate affairs;

9.2.2 to cause to be kept current copies of the Declaration, Bylaws, other rules concerning the Association and the Property and the books, records and financial statements of the Association and to provide for inspection of the same by Owners and lenders during normal business hours or under reasonable circumstances;

9.2.3 to supervise all officers, agents and employees of the Association and to see that their duties are properly performed;

9.2.4 to fix the amount of the assessment against each Lot or Unit for each assessment period at least thirty (30) days in advance of such date or period;

9.2.5 to prepare a roster of the Lots and Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner;

9.2.6 to send written notice of each assessment to each Owner and Amenity User subject thereto;

9.2.7 to cause to be kept an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Property and Common Areas which the Association may be obligated to maintain. Said fund is to be established and maintained out of regular assessments for common expenses; and

9.2.8 to issue a certificate setting forth whether any assessments have been paid, as set forth in the Declaration.

9.3 Delegation of Duties. To the extent permitted by law, the Board of Directors shall have the power and authority to delegate any and all of the duties and powers provided to them in the Certificate of Incorporation, these Bylaws or the Declaration to a property manager, property management company or to an officer or other agent to the Association.

10. DIRECTORS' MEETINGS

10.1 The annual meeting of the Board of Directors shall be held at the discretion of the Board of Directors with ample notice given to each Member.

10.2 Ten (10) days written notice of such annual meeting shall be given to each Director.

10.3 Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days notice to each Director.

10.4 The transaction of any business at any meeting of the Board of Directors, however called and noticed or whenever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and if either before or after the meeting, each of the Directors not present signs a written waiver of notice or consent to the holding of such a meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

10.5 The majority of the Board of Directors shall constitute a quorum thereof.

11. OFFICERS.

11.1 Officers. The Board of Directors shall be entitled to appoint such officers and/or agents as they deem necessary. In the absence of a determination otherwise, the officers shall consist of a President, one or more Vice-Presidents, a Secretary, a Treasurer and/or one or more Assistant Secretaries

and/or Treasurers. Any two (2) or more offices may be held by the same person, who may act in more than one capacity where action by two or more officers is required.

11.2 Majority Vote. The officers shall be chosen by a majority of the Directors.

11.3 Term. All officers shall hold office during the pleasure of the Board of Directors.

11.4 President. The President shall preside at all meetings of the Board of Directors, see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

11.5 Vice-President. The Vice-President shall perform all the duties in the absence of the President.

11.6 Secretary. The Secretary shall be ex-officio to the secretary of the Board of Directors, record the votes and keep the minutes of all proceedings in a book to be kept for that purpose, sign all certificates of membership, keep the records of the Association and record in a book kept for that purpose the names of all members of the Association, all Amenity Users and their addresses.

11.7 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; provided, however, that a Resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary court of business. The Treasurer shall sign all checks and notes of the Association, provided that such notes and checks shall also be signed by the President or Vice-President.

11.8 Right to Delegate. The Secretary and Treasurer shall have the right to delegate the duties stated above to a management agent retained by the Association to manage its affairs.

12. MEETINGS OF THE MEMBERS.

12.1 Special Meetings. Special meetings of the members, for any purpose, may be called at any time by the President, Vice-President, Secretary or Treasurer or by any two (2) or more Members of the Board of Directors or upon written request of twenty-five (25%) percent of the total vote of the Association.

12.2 Notice. Notice of any meetings shall be given to the Owners by the Secretary. Notice maybe given to each Owner either personally or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his other address as designated in writing to the Association, or if no address has been so designated, at the addresses of such Owner's respective Lot or Unit. Notice of any meeting, regular or special, shall be mailed not more than forty-five (45) days nor less than fifteen (15) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve and be governed by the Declaration applicable to the Property or any action for which other provision is made in these Bylaws, notice of such meeting shall be given or sent as therein or herein provided.

12.3 Quorum. The presence at the meeting of the Owners entitled to cast or of proxies entitled to cast over fifty (50%) percent of the total votes of the Association shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Declaration applicable to the Property shall require a quorum as therein provided unless otherwise stated in the Declaration.

13. INSURANCE.

13.1 Insurance. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain and continue in effect insurance for all the Common Areas, insuring same

against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or construction work in the event of damage or destruction from any hazard reasonably insured against under the standard form policies of common use in beach areas for the State of South Carolina. The Board of Directors shall also obtain a broad form public liability policy covering all Common Areas and all damage or injury caused by negligence of the Association or any of its agents. Premiums for insurance obtained by the Board of Directors for the Common Areas shall be a part of the common expenses.

13.2 Repair or Rebuild. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to as good a condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency with the provisions agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the Members of the Board of Directors or by an agent duly authorized by the Board of Directors with the consent of the mortgagees of such damaged or destroyed property. The Board of Directors shall obtain reliable and detailed estimates from any licensed contractors for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same conditions as formerly, the Board of Directors shall levy a special assessment against all Owners. In the event that such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be retained by and for the benefit of the Association.

13.3 Personal Insurance. It shall be the individual responsibility of each Owner to provide, at his or her own expense as he or she sees fit, property owners casualty and liability insurance, theft and other insurance covering personal property damage and loss with respect to improvements located on his or her Lot or Unit.

14. **CORPORATE SEAL**. The seal containing the name of the Association, an impression of which is affixed in the margin hereof shall be and hereby is, adopted us the corporate seal of the Association. The Secretary shall hold the corporate seal for the Association. The seal of the Association may be, but need not be, affixed to any document executed by the Association and the absence of the seal therefrom shall not impair the validity of the document or of any action taken in pursuance thereof or in reliance thereon.

15. **AMENDMENTS**.

15.1 Amendment. As set forth in the Declaration, these Bylaws may be amended or repealed and new Bylaws adopted by at least two-thirds (2/3) of the total votes in the Association being cast in favor of such amendment at a regular or special called meeting of the Association or by the Declarant during any period in which the Declarant retains the right to appoint and remove any Directors and officers of the Association, provided that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except an provided in the Declaration.

15.2 Conflict. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control and in the case of any conflict between the deeds from the Declarant to Owners and these Bylaws, the deeds shall control.

16. **FISCAL YEAR**. The fiscal year of the Association shall be determined by the Board of Directors.

17. **GENERAL**. All meetings of the membership of the Association and the Board of Directors shall be conducted in accordance with Roberts Rules of Order (latest edition).

Adopted effective as of the _____ day of _____, 20____.

ATTEST:

_____

Secretary (Seal)

a:\Bluffton Village\Bylaws-Bluffton Village Town Center
stat5\4254.001

EXHIBIT "A"

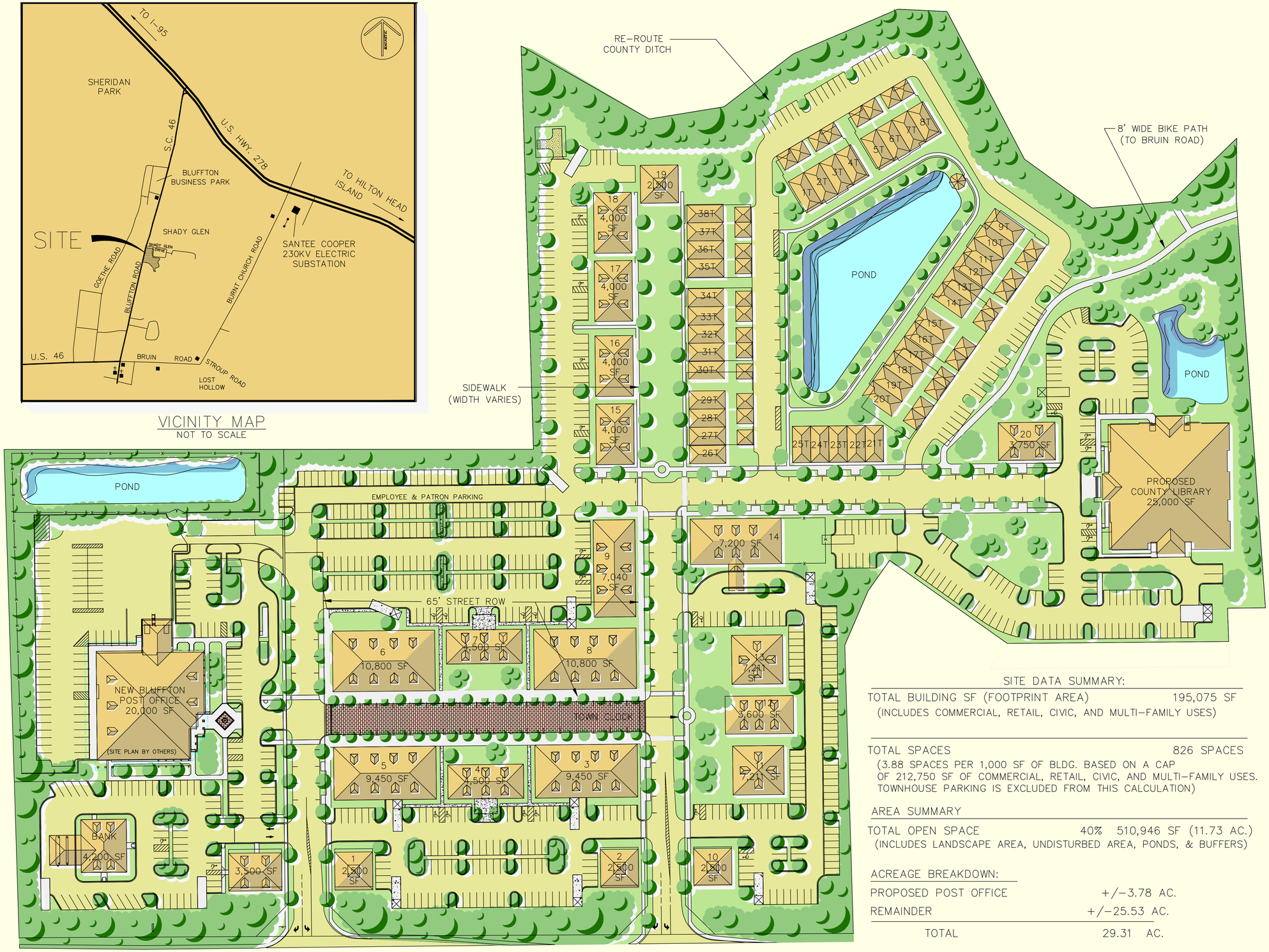
Property

All common areas, easements of ingress and egress for the Common Areas, road rights-of-way, utility easements, signage areas, buildings, structures, lighting and personal properties incident thereto and other property not platted as Lots within the following described property:

Approximately 29 acres located in Bluffton Township, Beaufort County, South Carolina, and shown on a Plat entitled "Plat of Bluffton Village Town Center" dated _____, 20____, prepared by_____ and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book ____ at Page _____.

EXHIBIT B

VICINITY MAP
NOT TO SCALE



SITE DATA SUMMARY:

TOTAL BUILDING SF (FOOTPRINT AREA)	195,075 SF
(INCLUDES COMMERCIAL, RETAIL, CIVIC, AND MULTI-FAMILY USES)	
TOTAL SPACES	826 SPACES
(3.88 SPACES PER 1,000 SF OF BLDG. BASED ON A CAP OF 212,750 SF OF COMMERCIAL, RETAIL, CIVIC, AND MULTI-FAMILY USES. TOWNHOUSE PARKING IS EXCLUDED FROM THIS CALCULATION)	

AREA SUMMARY

TOTAL OPEN SPACE	40%	510,946 SF (11.73 AC.)
(INCLUDES LANDSCAPE AREA, UNDISTURBED AREA, PONDS, & BUFFERS)		

ACREAGE BREAKDOWN:

PROPOSED POST OFFICE	+/-3.78 AC.
REMAINDER	+/-25.53 AC.
TOTAL	29.31 AC.

BLUFFTON VILLAGE

"A Walking Neighborhood"

TOWN OF BLUFFTON, SOUTH CAROLINA

PREPARED FOR:
ROWKRIS DEVELOPMENT, LLC

PREPARED BY:
WARD EDWARDS, INC.

WARD EDWARDS

www.WardEdwards.com
843-322-6020

NOVEMBER 17, 1999

REVISED: DECEMBER 6, 1999
REVISED: JANUARY 3, 2000
REVISED: JANUARY 11, 2000
REVISED: FEBRUARY 24, 2000
REVISED: JUNE 08, 2000
REVISED: JUNE 23, 2000
REVISED: JULY 26, 2000
REVISED: AUGUST 01, 2000
REVISED: AUGUST 30, 2000
REVISED: SEPTEMBER 12, 2000
REVISED: OCTOBER 30, 2000
REVISED: JANUARY 9, 2001
REVISED: MAY 8, 2001
REVISED: JUNE 26, 2001
REVISED: JULY 6, 2001
REVISED: AUGUST 2, 2001 (AREA CALCS)

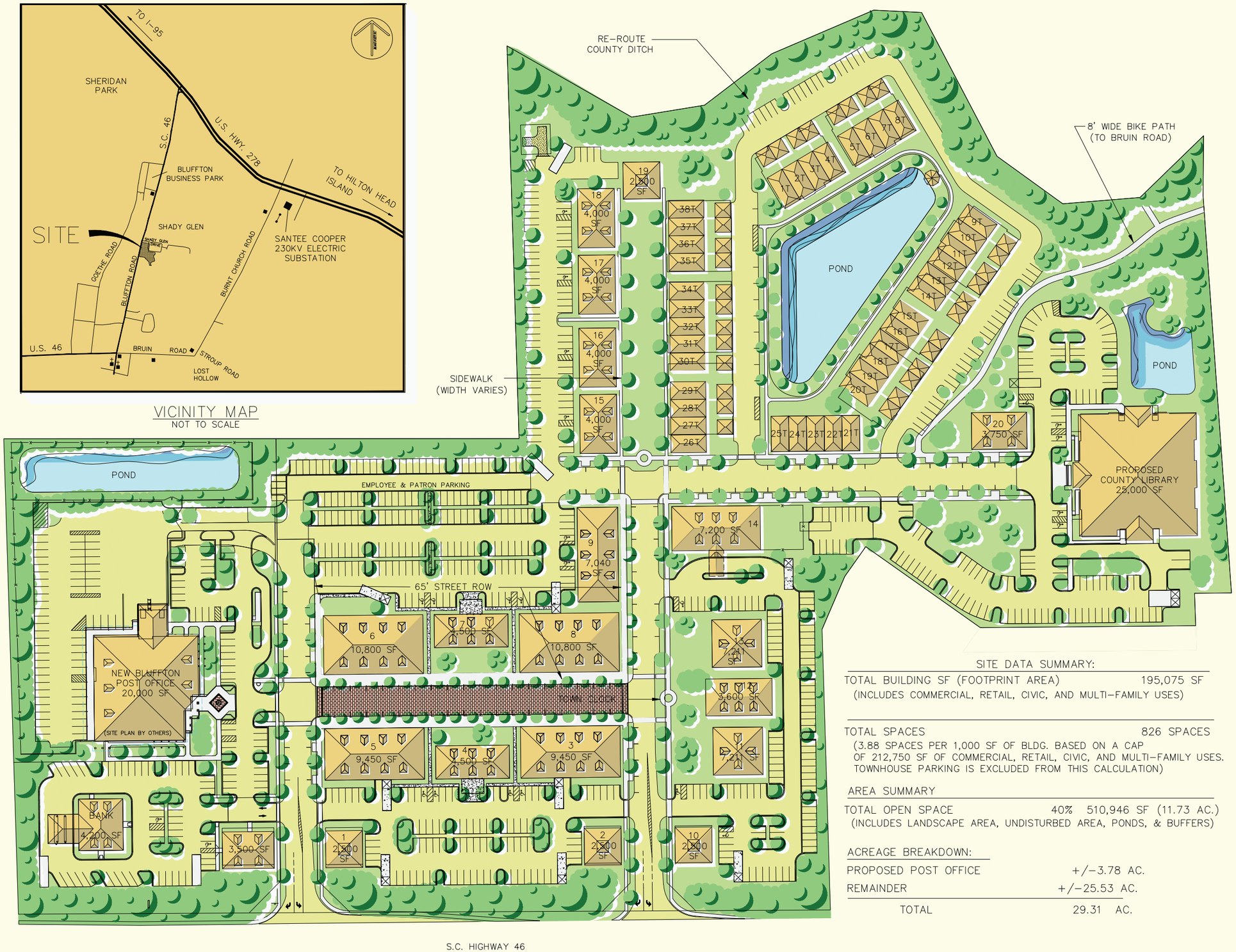
MASTER PLAN

60 30 0 60 120

GRAPHIC SCALE:
1"=60'

NORTH

VICINITY MAP
NOT TO SCALE



SITE DATA SUMMARY:

TOTAL BUILDING SF (FOOTPRINT AREA) (INCLUDES COMMERCIAL, RETAIL, CIVIC, AND MULTI-FAMILY USES)	195,075 SF
TOTAL SPACES (3.88 SPACES PER 1,000 SF OF BLDG. BASED ON A CAP OF 212,750 SF OF COMMERCIAL, RETAIL, CIVIC, AND MULTI-FAMILY USES. TOWNHOUSE PARKING IS EXCLUDED FROM THIS CALCULATION)	826 SPACES

AREA SUMMARY

TOTAL OPEN SPACE (INCLUDES LANDSCAPE AREA, UNDISTURBED AREA, PONDS, & BUFFERS)	40%	510,946 SF (11.73 AC.)

ACREAGE BREAKDOWN:

PROPOSED POST OFFICE	+/-3.78 AC.
REMAINDER	+/-25.53 AC.
TOTAL	29.31 AC.

BLUFFTON VILLAGE

"A Walking Neighborhood"

TOWN OF BLUFFTON, SOUTH CAROLINA

PREPARED FOR:
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WARD EDWARDS

www.WardEdwards.com
843-322-6020

NOVEMBER 17, 1999

REVISED: DECEMBER 6, 1999
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REVISED: JANUARY 11, 2000
REVISED: FEBRUARY 24, 2000
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REVISED: JUNE 23, 2000
REVISED: JULY 26, 2000
REVISED: AUGUST 01, 2000
REVISED: AUGUST 30, 2000
REVISED: SEPTEMBER 12, 2000
REVISED: OCTOBER 30, 2000
REVISED: JANUARY 9, 2001
REVISED: MAY 8, 2001
REVISED: JUNE 26, 2001
REVISED: JULY 6, 2001
REVISED: AUGUST 2, 2001 (AREA CALCS)

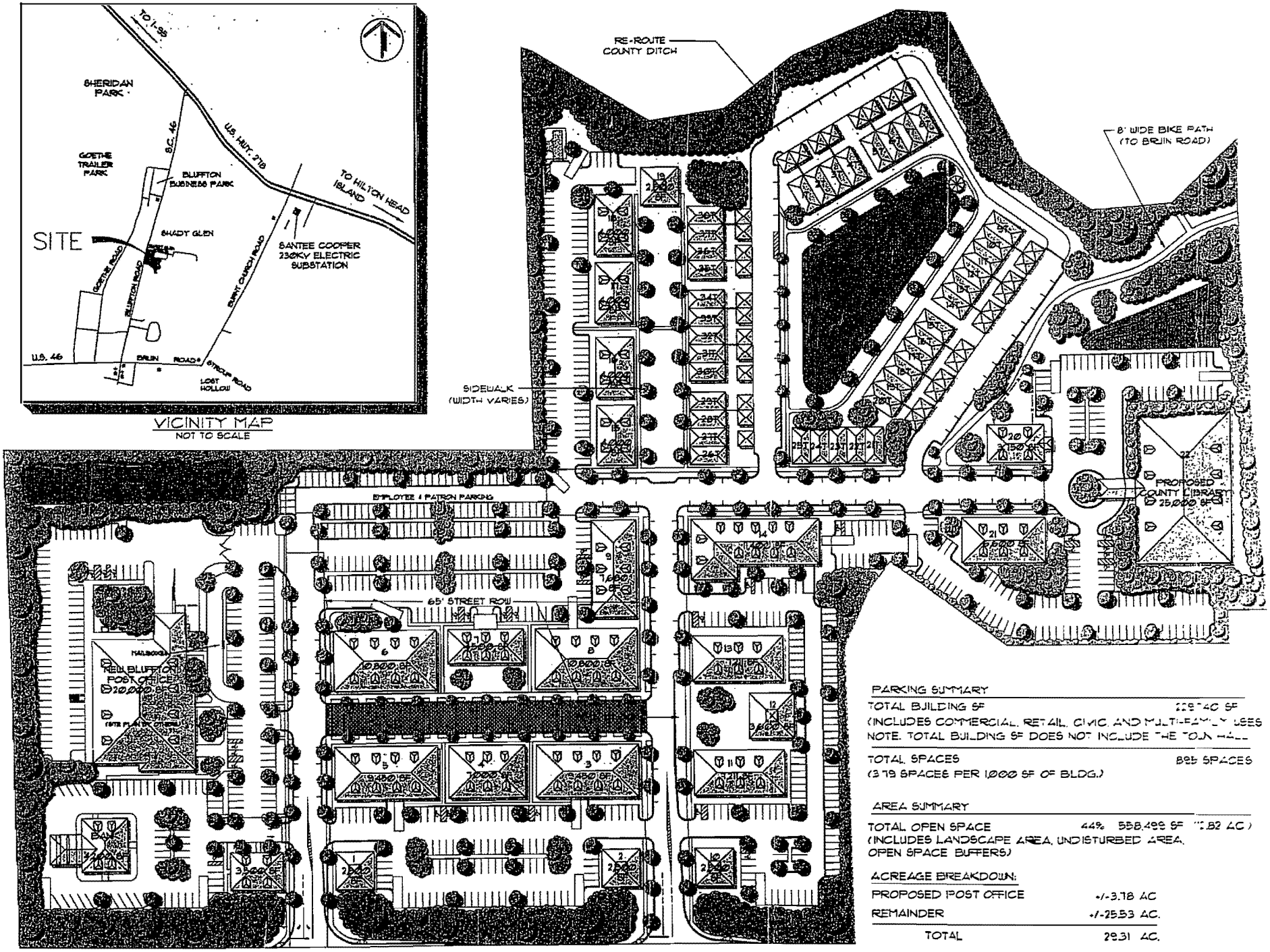
MASTER PLAN

60 30 0 60 120

GRAPHIC SCALE:
1"=60'

NORTH

VICINITY MAP
NOT TO SCALE



PARKING SUMMARY

TOTAL BUILDING SF 229,740 SF
(INCLUDES COMMERCIAL, RETAIL, CIVIC, AND MULTI-FAMILY USES
NOTE: TOTAL BUILDING SF DOES NOT INCLUDE THE TOWN HALL

TOTAL SPACES 865 SPACES
(3.79 SPACES PER 1,000 SF OF BLDG.)

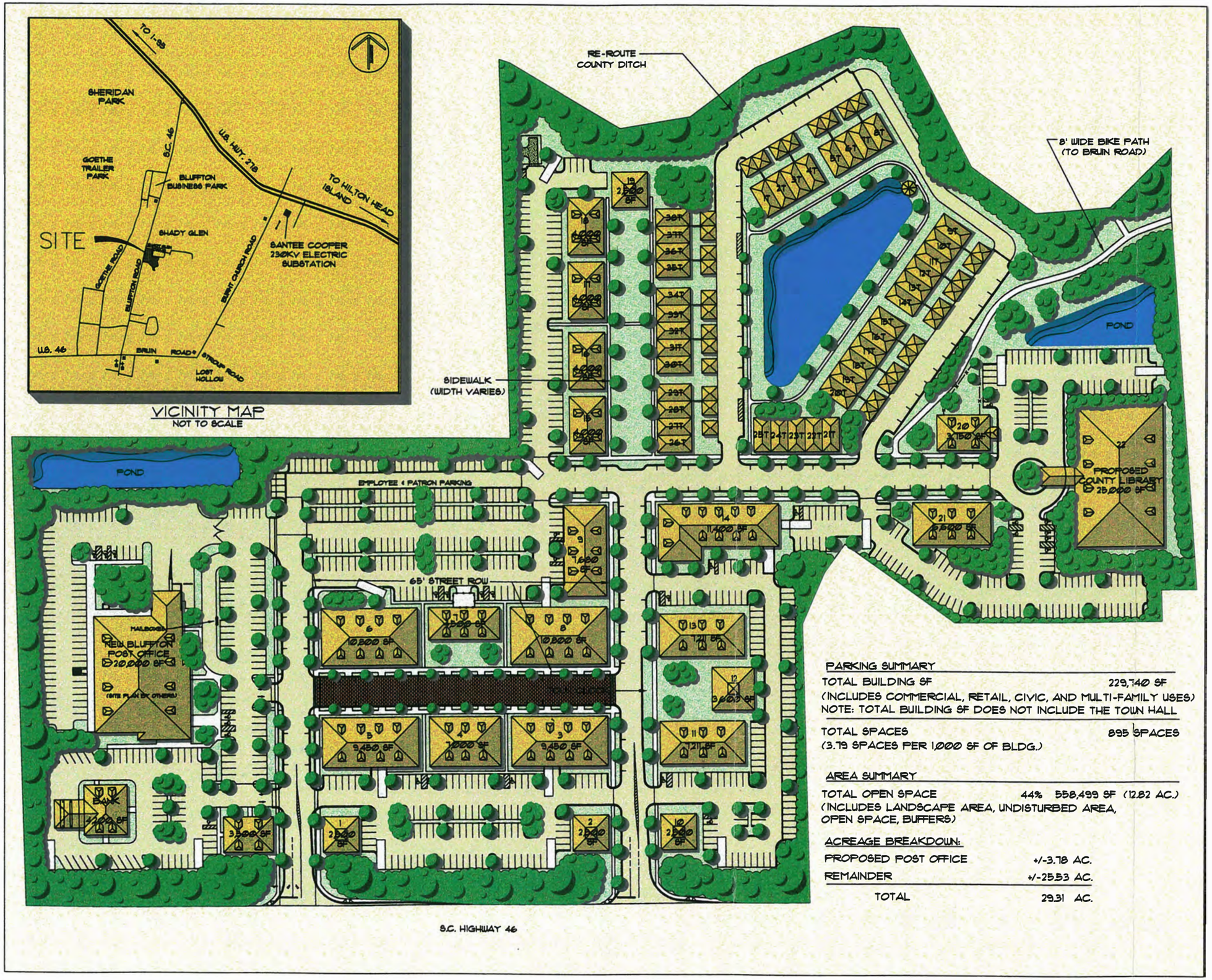
AREA SUMMARY

TOTAL OPEN SPACE 44% 558,499 SF (12.82 AC.)
(INCLUDES LANDSCAPE AREA, UNDISTURBED AREA, OPEN SPACE BUFFERS)

ACREAGE BREAKDOWN:

PROPOSED POST OFFICE	+/-3.78 AC
REMAINDER	+/-25.53 AC.
TOTAL	29.31 AC.

VICINITY MAP
NOT TO SCALE



PARKING SUMMARY

TOTAL BUILDING SF 229,740 SF
(INCLUDES COMMERCIAL, RETAIL, CIVIC, AND MULTI-FAMILY USES)
NOTE: TOTAL BUILDING SF DOES NOT INCLUDE THE TOWN HALL

TOTAL SPACES 895 SPACES
(3.79 SPACES PER 1,000 SF OF BLDG.)

AREA SUMMARY

TOTAL OPEN SPACE 44% 558,499 SF (12.82 AC.)
(INCLUDES LANDSCAPE AREA, UNDISTURBED AREA, OPEN SPACE, BUFFERS)

ACREAGE BREAKDOWN:

PROPOSED POST OFFICE	+/-3.78 AC.
REMAINDER	+/-25.53 AC.
TOTAL	29.31 AC.

BLUFFTON VILLAGE

"A Walking Neighborhood"

TOWN OF BLUFFTON, SOUTH CAROLINA

PREPARED FOR:
ROWKRIS DEVELOPMENT, LLC

PREPARED BY:
CONNOR & ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS

NOVEMBER 17, 1999

REVISED: DECEMBER 6, 1999
REVISED: JANUARY 3, 2000
REVISED: JANUARY 11, 2000
REVISED: FEBRUARY 24, 2000
REVISED: JUNE 08, 2000
REVISED: JUNE 23, 2000
REVISED: JULY 26, 2000
REVISED: AUGUST 01, 2000
REVISED: AUGUST 30, 2000
REVISED: SEPTEMBER 12, 2000

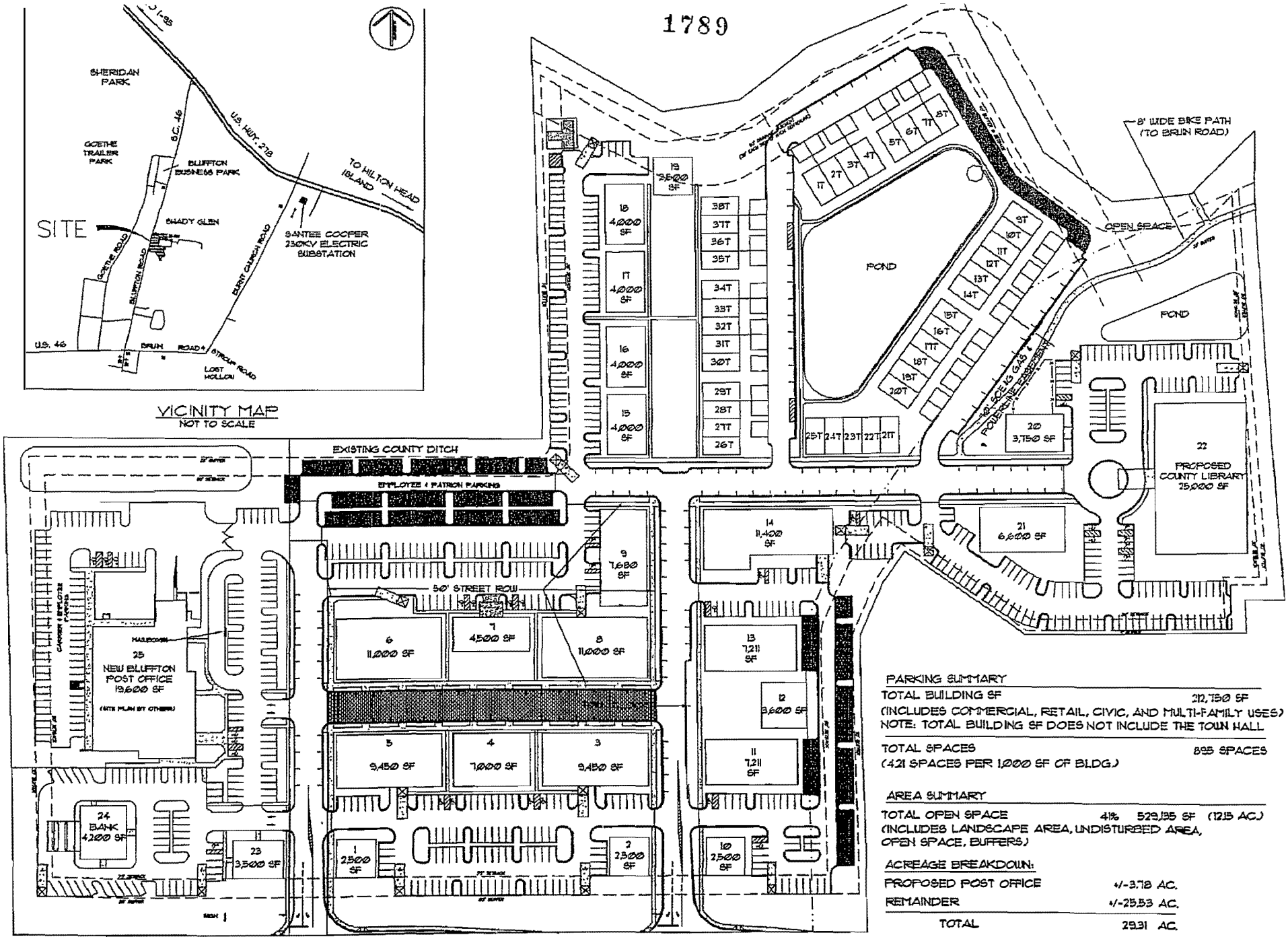
MASTER PLAN

60 30 0 60 120

GRAPHIC SCALE:
1"=60'

NORTH

VICINITY MAP
NOT TO SCALE



PARKING SUMMARY

TOTAL BUILDING SF 212,750 SF
(INCLUDES COMMERCIAL, RETAIL, CIVIC, AND MULTI-FAMILY USES)
NOTE: TOTAL BUILDING SF DOES NOT INCLUDE THE TOWN HALL

TOTAL SPACES 895 SPACES
(4.21 SPACES PER 1,000 SF OF BLDG.)

AREA SUMMARY

TOTAL OPEN SPACE 41% 529,135 SF (12.15 AC.)
(INCLUDES LANDSCAPE AREA, UNDISTURBED AREA, OPEN SPACE, BUFFERS)

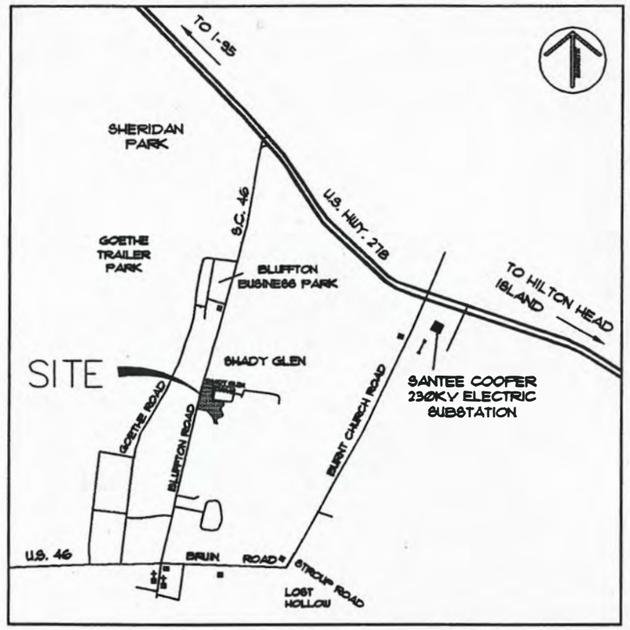
ACREAGE BREAKDOWN:

PROPOSED POST OFFICE	+/-3.78 AC.
REMAINDER	+/-25.53 AC.
TOTAL	29.31 AC.

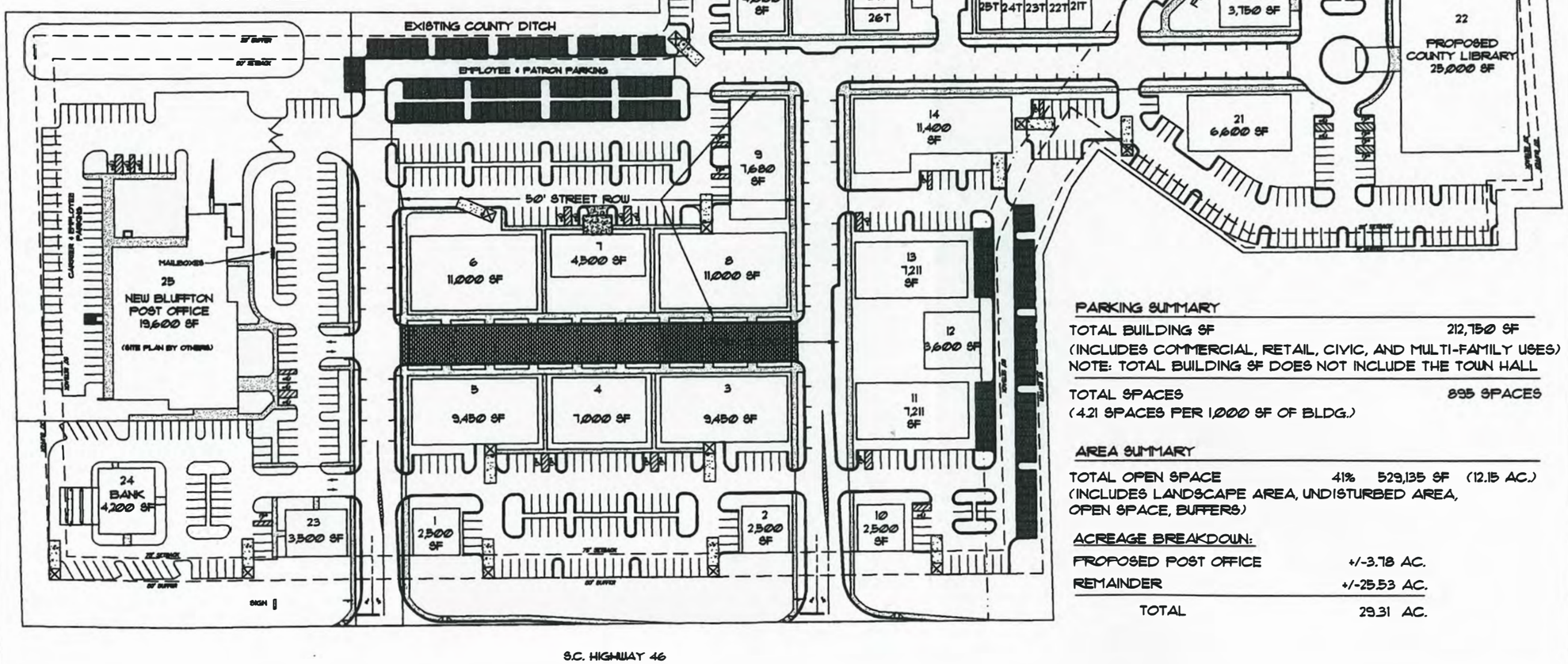
BLUFFTON VILLAGE

"A Walking Neighborhood"

TOWN OF BLUFFTON, SOUTH CAROLINA



VICINITY MAP
NOT TO SCALE



PARKING SUMMARY

TOTAL BUILDING SF 212,750 SF
(INCLUDES COMMERCIAL, RETAIL, CIVIC, AND MULTI-FAMILY USES)
NOTE: TOTAL BUILDING SF DOES NOT INCLUDE THE TOWN HALL

TOTAL SPACES 895 SPACES
(4.21 SPACES PER 1,000 SF OF BLDG.)

AREA SUMMARY

TOTAL OPEN SPACE 41% 529,135 SF (12.15 AC.)
(INCLUDES LANDSCAPE AREA, UNDISTURBED AREA, OPEN SPACE, BUFFERS)

ACREAGE BREAKDOWN:

PROPOSED POST OFFICE	+/-3.78 AC.
REMAINDER	+/-25.53 AC.
TOTAL	29.31 AC.

PREPARED FOR:
ROWKRIS DEVELOPMENT, LLC

PREPARED BY:
CONNOR & ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS

NOVEMBER 17, 1999

REVISED: DECEMBER 6, 1999
REVISED: JANUARY 3, 2000
REVISED: JANUARY 11, 2000
REVISED: FEBRUARY 24, 2000
REVISED: JUNE 08, 2000
REVISED: JUNE 23, 2000
REVISED: JULY 26, 2000
REVISED: AUGUST 01, 2000
REVISED: AUGUST 30, 2000
REVISED: SEPTEMBER 12, 2000

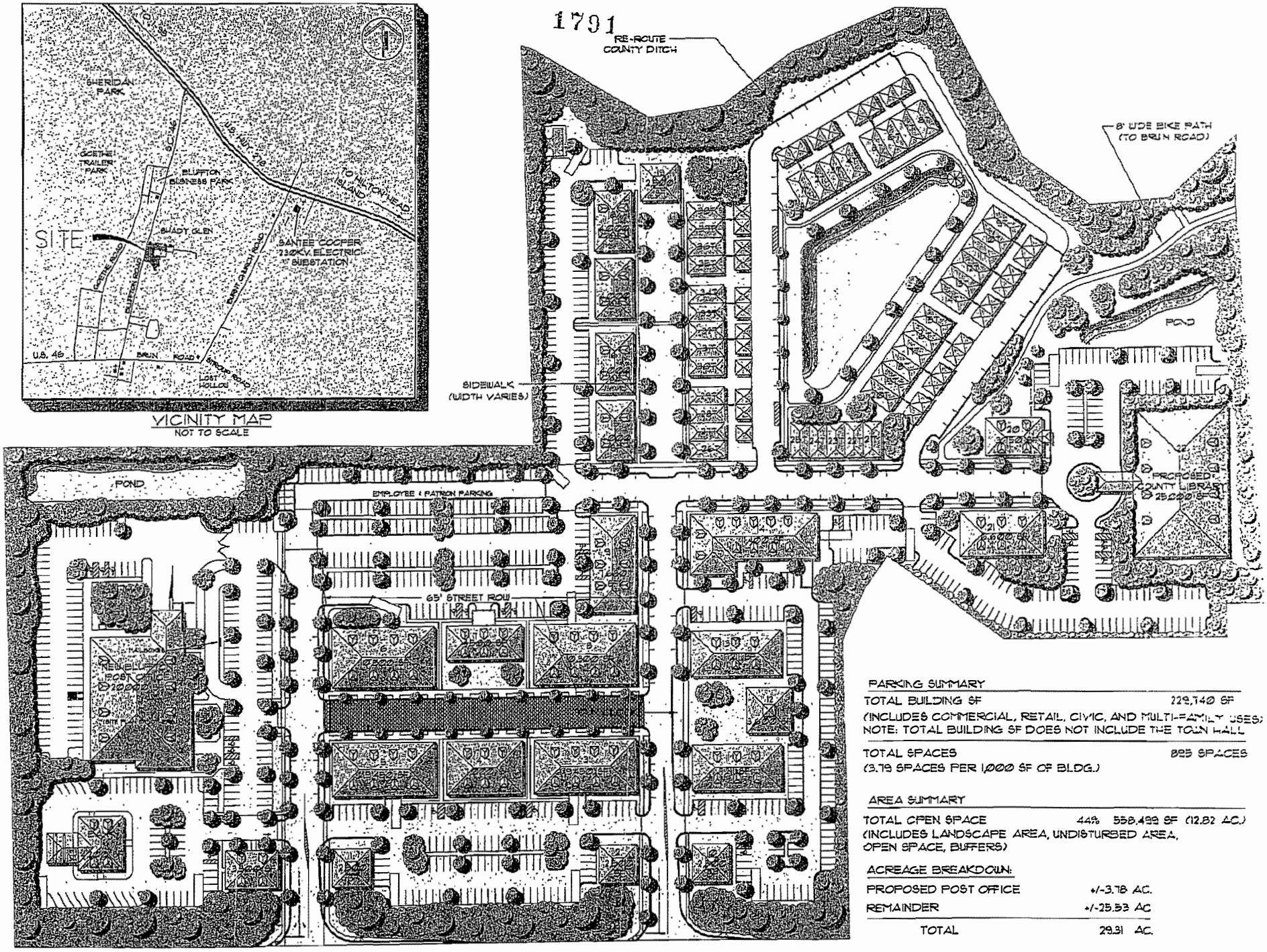
MASTER PLAN

GRAPHIC SCALE:
1"=60'

NORTH

1791

VICINITY MAP
NOT TO SCALE



PARKING SUMMARY

TOTAL BUILDING SF	229,740 SF

(INCLUDES COMMERCIAL, RETAIL, CIVIC, AND MULTI-FAMILY USES)
NOTE: TOTAL BUILDING SF DOES NOT INCLUDE THE TOWN HALL

TOTAL SPACES	825 SPACES

(3.79 SPACES PER 1,000 SF OF BLDG.)

AREA SUMMARY

TOTAL OPEN SPACE	44%	558,499 SF (12.82 AC.)

(INCLUDES LANDSCAPE AREA, UNDISTURBED AREA, OPEN SPACE, BUFFERS)

ACREAGE BREAKDOWN:

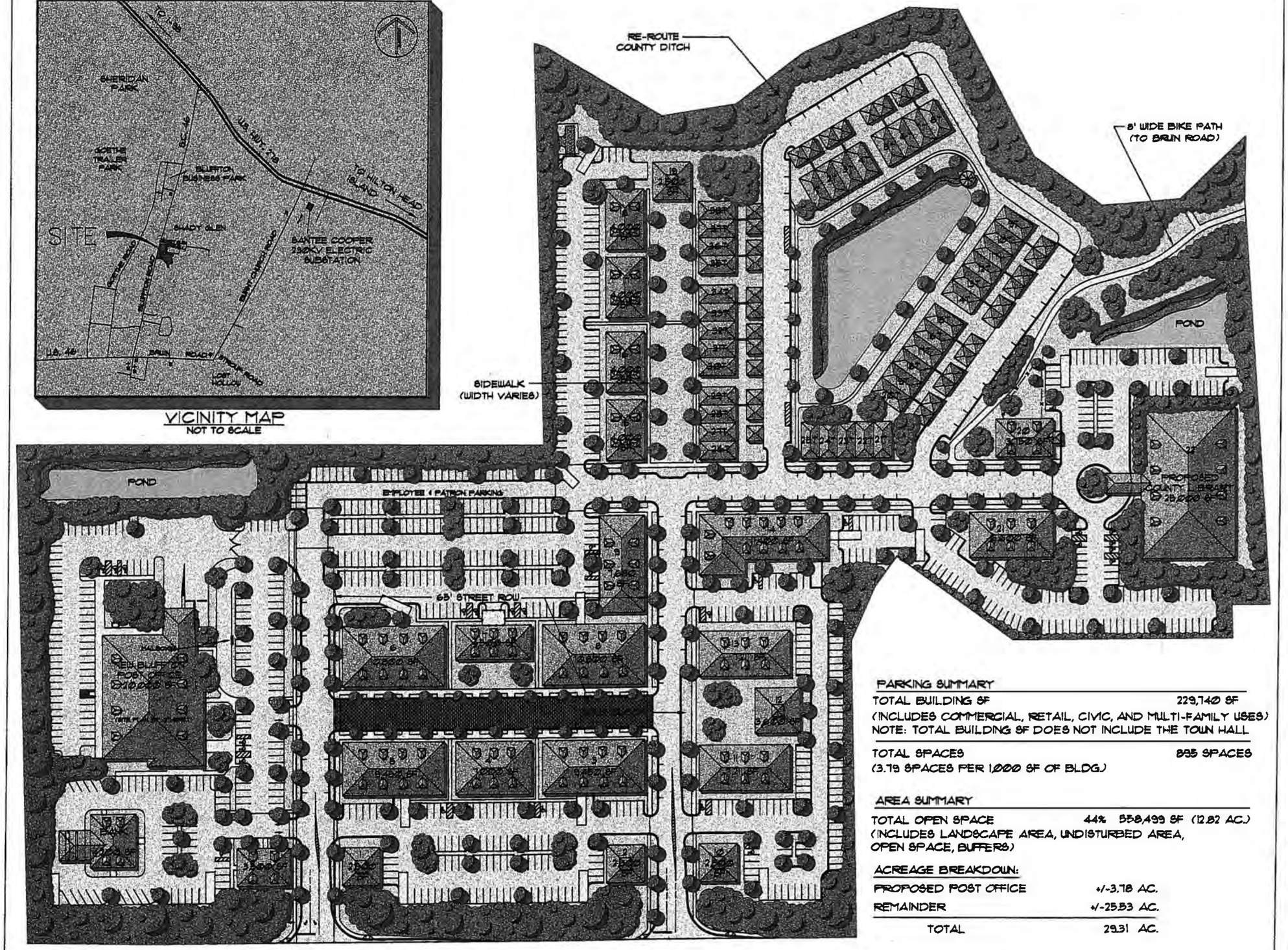
PROPOSED POST OFFICE	+/-3.78 AC.
REMAINDER	+/-25.53 AC
TOTAL	29.31 AC.

BLUFFTON VILLAGE

"A Walking Neighborhood"

TOWN OF BLUFFTON, SOUTH CAROLINA

VICINITY MAP
NOT TO SCALE



PARKING SUMMARY

TOTAL BUILDING SF	229,740 SF
(INCLUDES COMMERCIAL, RETAIL, CIVIC, AND MULTI-FAMILY USES)	
NOTE: TOTAL BUILDING SF DOES NOT INCLUDE THE TOWN HALL	
TOTAL SPACES	835 SPACES
(3.79 SPACES PER 1,000 SF OF BLDG)	

AREA SUMMARY

TOTAL OPEN SPACE	44%	558,499 SF (12.82 AC.)
(INCLUDES LANDSCAPE AREA, UNDISTURBED AREA, OPEN SPACE, BUFFERS)		

ACREAGE BREAKDOWN:

PROPOSED POST OFFICE	+/-3.78 AC.
REMAINDER	+/-25.53 AC.
TOTAL	29.31 AC.

PREPARED FOR:
ROWKRIS DEVELOPMENT, LLC

PREPARED BY:
CONNOR & ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS

NOVEMBER 17, 1999

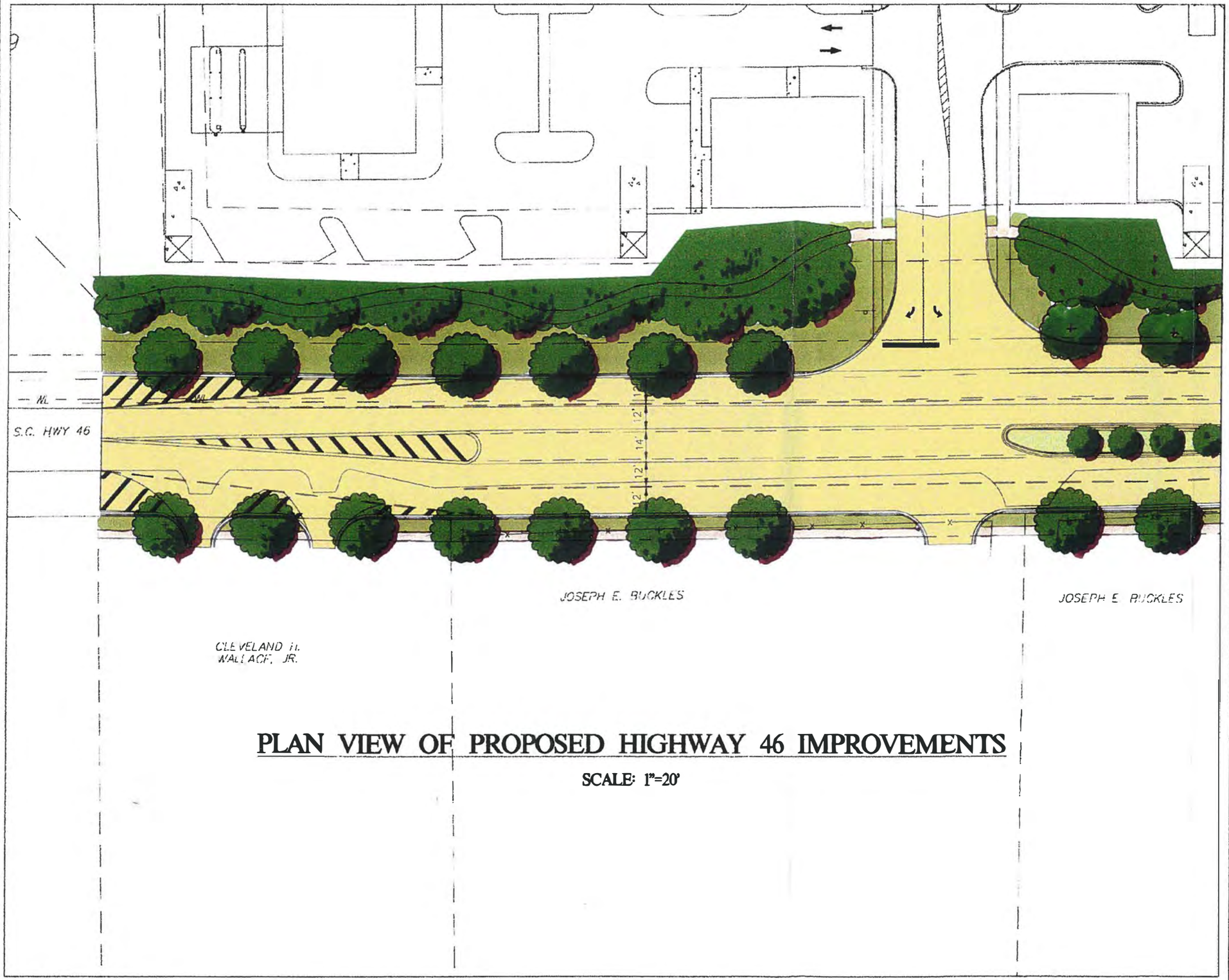
REVISED: DECEMBER 6, 1999
REVISED: JANUARY 3, 2000
REVISED: JANUARY 11, 2000
REVISED: FEBRUARY 24, 2000
REVISED: JUNE 08, 2000
REVISED: JUNE 23, 2000
REVISED: JULY 26, 2000
REVISED: AUGUST 01, 2000
REVISED: AUGUST 30, 2000
REVISED: SEPTEMBER 12, 2000

MASTER PLAN

60 30 0 60 120

GRAPHIC SCALE:
1"=60'

NORTH



PLAN VIEW OF PROPOSED HIGHWAY 46 IMPROVEMENTS

SCALE: 1"=20'

BLUFFTON VILLAGE

"A walking Neighborhood"

BLUFFTON, SOUTH CAROLINA

PREPARED FOR:
ROWKRIS DEVELOPMENT, LLC

PREPARED BY:
CONNOR & ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS

SEPTEMBER 27, 2000

CONCEPTUAL HIGHWAY 46 STREETSCAPE IMPROVEMENTS

NORTH

SHEET NO. 1 OF 4

EXHIBIT C

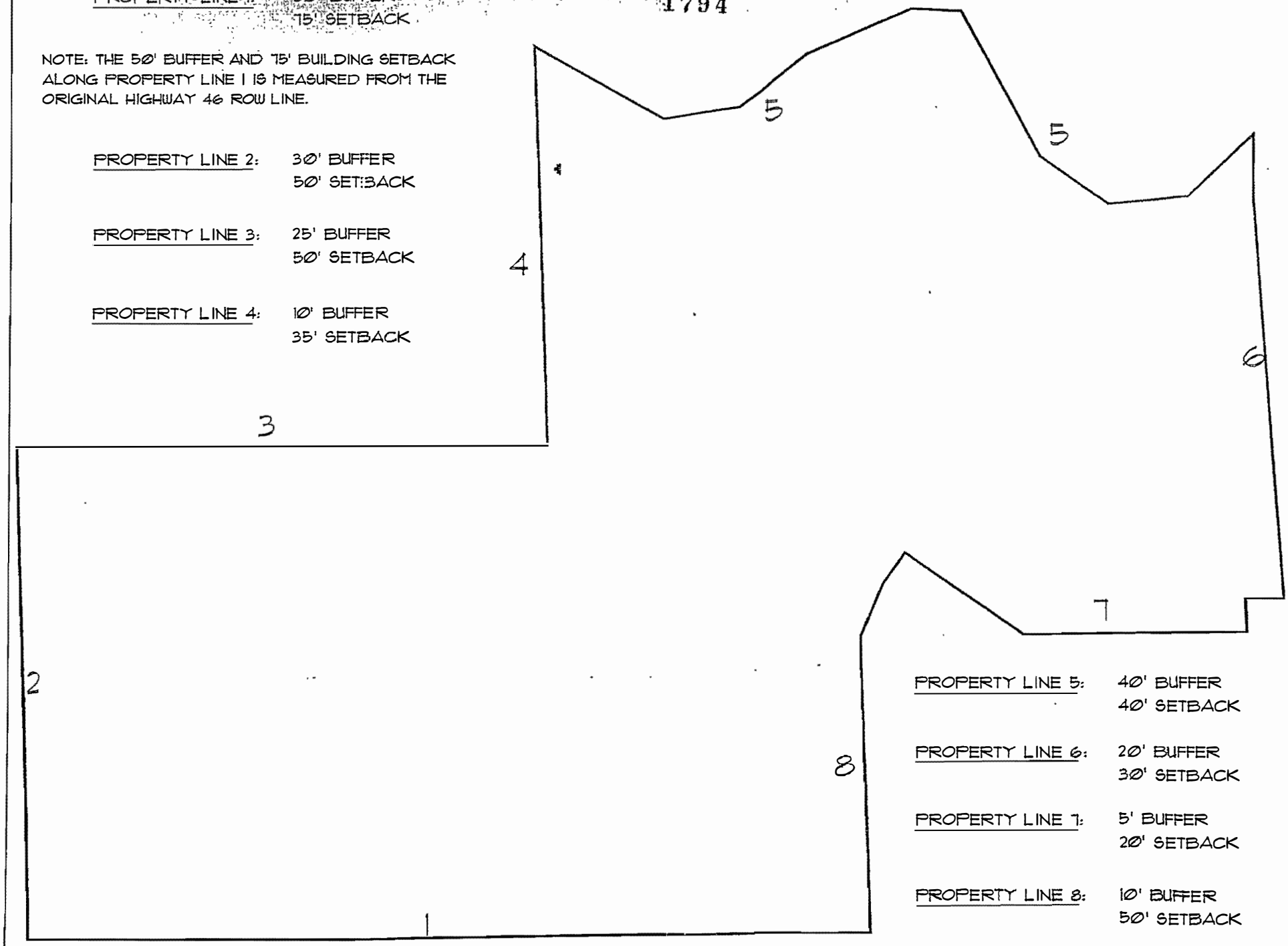
PROPERTY LINE 1: 50' BUFFER
75' SETBACK

NOTE: THE 50' BUFFER AND 75' BUILDING SETBACK ALONG PROPERTY LINE 1 IS MEASURED FROM THE ORIGINAL HIGHWAY 46 ROW LINE.

PROPERTY LINE 2: 30' BUFFER
50' SETBACK

PROPERTY LINE 3: 25' BUFFER
50' SETBACK

PROPERTY LINE 4: 10' BUFFER
35' SETBACK



PROPERTY LINE 5: 40' BUFFER
40' SETBACK

PROPERTY LINE 6: 20' BUFFER
30' SETBACK

PROPERTY LINE 7: 5' BUFFER
20' SETBACK

PROPERTY LINE 8: 10' BUFFER
50' SETBACK

NOTE: THESE STANDARDS ARE FOR THE PERIMETER OF THE PUD ONLY. THERE ARE NO INTERNAL SETBACKS AND BUFFERS.
NOTE: DITCHES MAY BE PERMITTED WITHIN PERIMETER BUFFERS 3,5,48

B

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B

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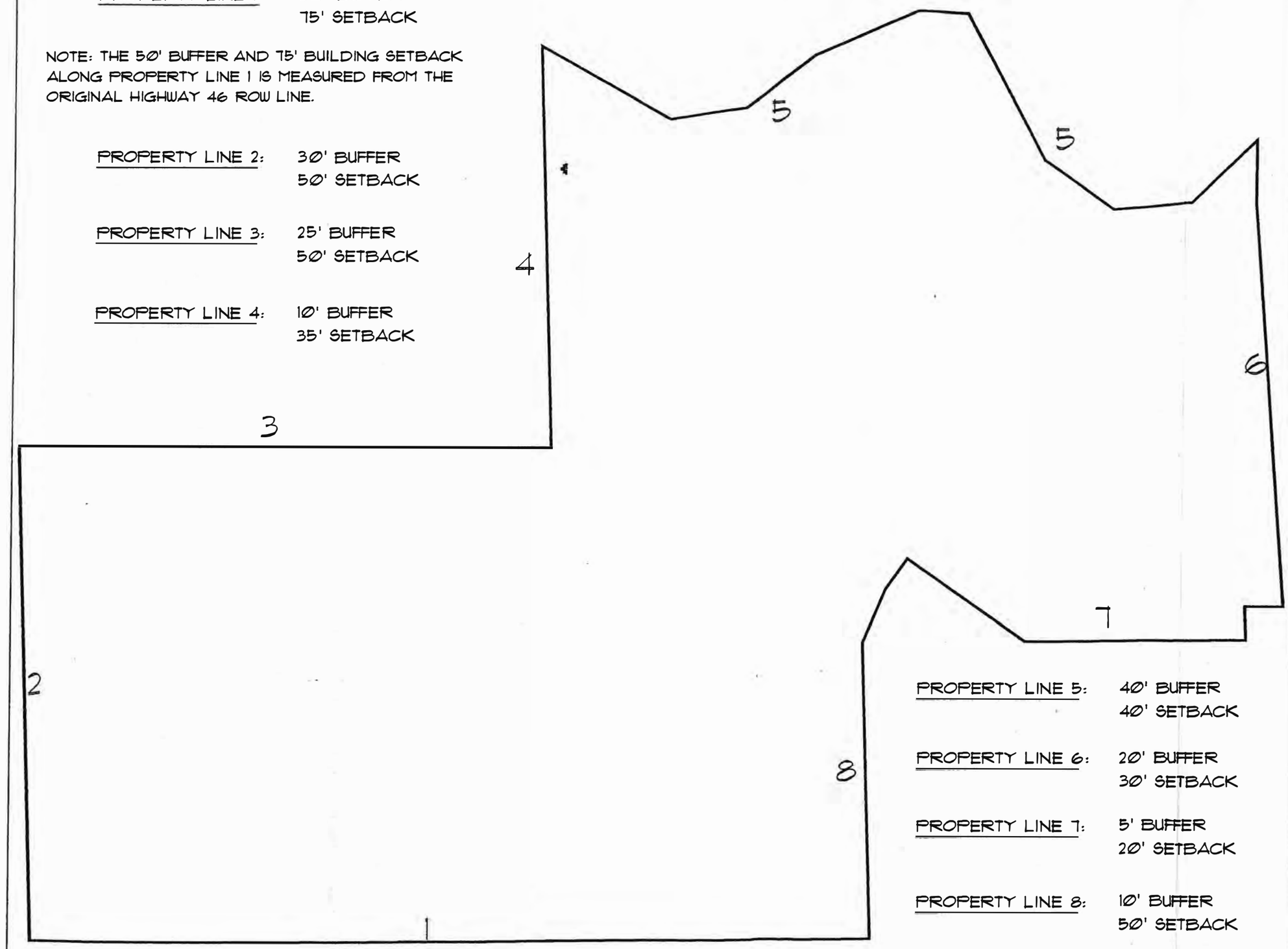
PROPERTY LINE 1: 50' BUFFER
75' SETBACK

NOTE: THE 50' BUFFER AND 75' BUILDING SETBACK ALONG PROPERTY LINE 1 IS MEASURED FROM THE ORIGINAL HIGHWAY 46 ROW LINE.

PROPERTY LINE 2: 30' BUFFER
50' SETBACK

PROPERTY LINE 3: 25' BUFFER
50' SETBACK

PROPERTY LINE 4: 10' BUFFER
35' SETBACK



PROPERTY LINE 5: 40' BUFFER
40' SETBACK

PROPERTY LINE 6: 20' BUFFER
30' SETBACK

PROPERTY LINE 7: 5' BUFFER
20' SETBACK

PROPERTY LINE 8: 10' BUFFER
50' SETBACK

NOTE: THESE STANDARDS ARE FOR THE PERIMETER OF THE PUD ONLY. THERE ARE NO INTERNAL SETBACKS AND BUFFERS.
NOTE: DITCHES MAY BE PERMITTED WITHIN PERIMETER BUFFERS 3,5,&8

BLUFFTON VILLAGE

BLUFFTON, SOUTH CAROLINA

PREPARED FOR:
ROWKRIS DEVELOPMENT, LLC

PREPARED BY:
CONNOR & ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS

AUGUST 22, 2000
REVISED: OCTOBER 6, 2000

PUD PERIMETER BUFFER & BSL MAP

GRAPHIC SCALE:
1"=60'

NORTH

EXHIBIT D

BLUFFTON VILLAGE - BUILD OUT & BREAKDOWN ESTIMATE

	PHASE I	SF RANGE			20-30%	20-40%	18-40%	5-10%					
BLD LOT #	DESCRIPTION	COMMENTS	SQ. FT.	FLRS	CIVIC PUBLIC USE	RETAIL	OFFICE-PROFESSIONAL	RESTAURANT	TAXABLE @@$120SF	6/01	1/02	4/02	7/02
10	RETAIL SITE	High Visibility-At center	2,500	1		2,500			$300,000.00	X			
11	RETAIL & OFFICE	Key Building - Next to Farmers Market & Towne Clock	8,900	2		3,000	4,450	1,450	$1,068,000.00				X
12	TOWN CLOCK FARMERS MARKET	Community Owned	3,750	1			3,750		$450,000.00	X			
13	RETAIL & OFFICE	Key Building - Next to Farmers Market & Towne Clock	8,900	2		4,450	4,450		$1,068,000.00				X
13 A	RETAIL	Excellent Strip Shopping Center	11,400	1		9,400		2000	$1,368,000.00		X		
14	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000.00		X		
15	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000.00	X			
16	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000.00		X		
17	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000.00	X			
18	PAVILION	Key Location - Used for either Pool Pavilion or Office	2,500	1			2,500		$300,000.00		X		
19	DAYCARE	Next to Library	3,750	1	3,750				$450,000.00	X			
20	BLUFFTON TOWN HALL OR OPEN SPACE	subject to acceptance of Town		2/3					$0.00				
21	BEAUFORT COUNTY LIBRARY	being designed by architects	25,000	1	25,000				$0.00		X		
22	RETAIL	corner location at entrance to new post office	3,500	1		3,500	3,500		$420,000.00	X			
23	BANK	excellent high traffic area/3 drive thrus	4,200	1		4,200			$504,000.00	X			
24	BLUFFTON POST OFFICE	3,000 individual boxes - opens spring 2001	20,000	1	20,000				$2,500,000.00	X			
			110,400		48,750	27,050	34,650	2,000	$10,048,000.00				
					23%								
	TOWN HOMES	36units - 24x69 total' w/ 2 car garage w/ dependancy above									1/2		1/2
	TOWN HOMES							TOWN HOMES 36 @$185K	$7,030,000.00				

	PHASE II				8-20%								
BLD LOT #	DESCRIPTION	COMMENTS	SQ. FT.	FLOORS	MULTI FAMILY	RETAIL	OFFICE-PROFESSIONAL	RESTAURANT	TAXABLE @@$120SF				
1	RETAIL		2,500	1		2,500			$300,000.00				
2	RETAIL		2,500	1		2,500	2,000		$300,000.00				
3	RETAIL/OFFICE/MF		18,200	2	6,000	6,000	3,000		$2,184,000.00				
4	RETAIL/OFFICE/MF		6,500	1				3,500	$780,000.00				
5	RETAIL/OFFICE/MF		18,200	2	9,000	3,000	6,000		$2,184,000.00				
6	RETAIL/OFFICE/MF		21,500	2	10,000	5,000	2,500	2,500	$2,580,000.00				
7	RESTAURANT		4,500	1				4,500	$540,000.00				
8	RETAIL/OFFICE/MF		21,500	2	10,000	1,500	6,000	2,500	$2,580,000.00				
9	RETAIL/OFFICE		7,000	1			6,500		$840,000.00				
			102,400						$12,288,000.00				
			110,400										
			212,800		35,000	20,500	25,000	15,000					
	29.29 ACRES					27,550	34,650	2,000					
					36,000	47,550	60,650	15,000					
					16%	22%	28.52%	7%					
		PHASE I	$10,048,000.00										
		TOWNHOMES	$7,030,000.00										
		PHASE II	$12,288,000.00										
			$29,366,000.00										

1797

BLUFFTON VILLAGE - BUILD OUT & BREAKDOWN ESTIMATE

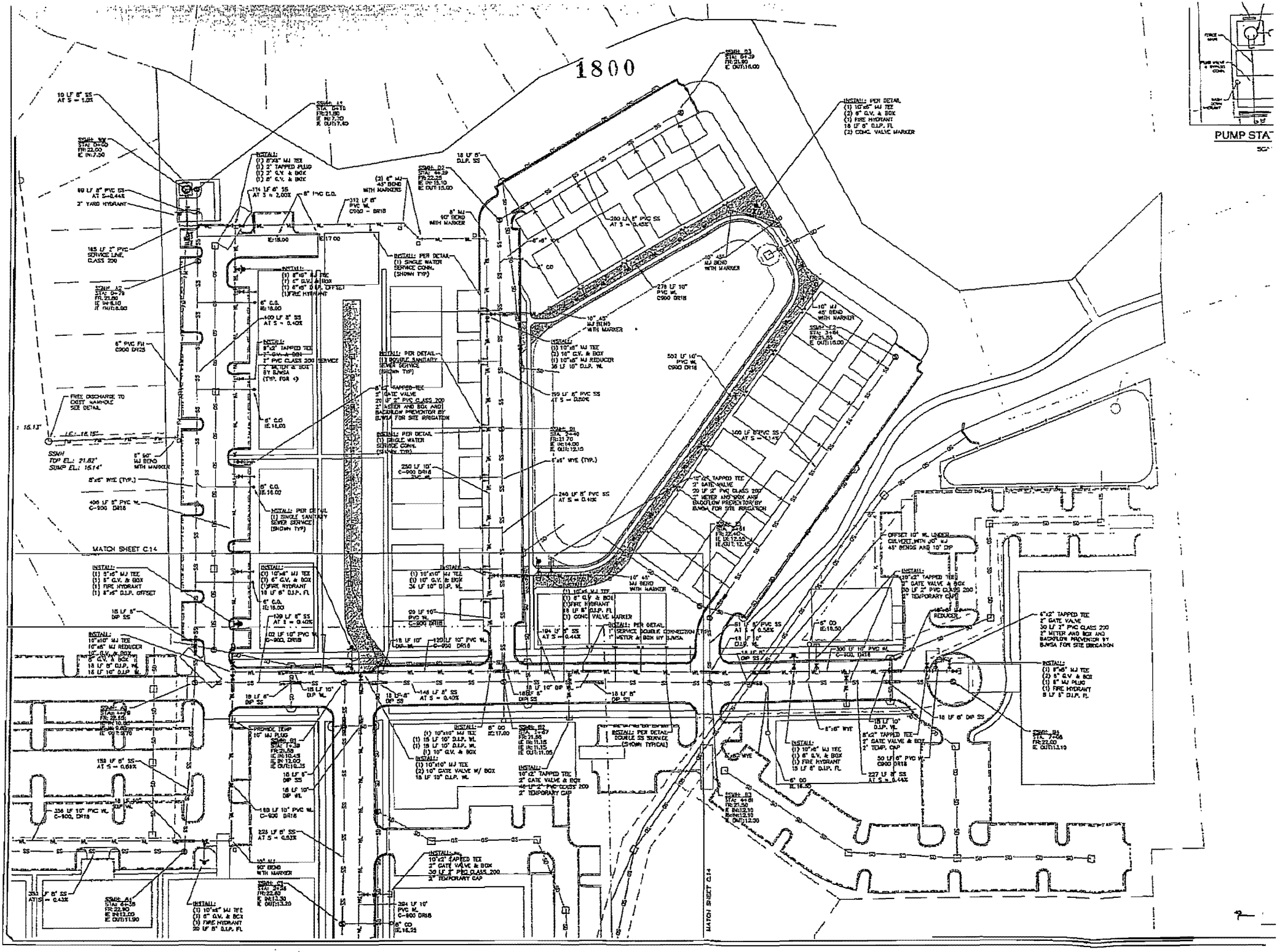
	PHASE I	SF RANGE			20-30%	20-40%	16-40%	6-10%					
BLD LOT #	DESCRIPTION	COMMENTS	SQ. FT.	FLRS	CIVIC PUBLIC USE	RETAIL	OFFICE-PROFESSIONAL	RESTAURANT	TAXABLE #-@$120SF	9/01	1/02	4/02	7/02
10	RETAIL SITE	High Visibility-At corner	2,500	1		2,500			$300,000.00	X			
11	RETAIL & OFFICE	Key Building - Next to Farmers Market & Towne Clock	8,900	2		3,000	4,450	1,450	$1,068,000 00				X
12	TOWN CLOCK FARMERS MARKET	Community Owned	3,750	1			3,750		$450,000 00	X			
13	RETAIL & OFFICE	Key Building - Next to Farmers Market & Towne Clock	8,900	2		4,450	4,450		$1,068,000.00				X
13 A	RETAIL	Excellent Strip Shopping Cent r	11,400	1		9,400		2000	$1,368,000.00		X		
14	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000 00		X		
15	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000.00	X			
16	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000 00		X		
17	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000 00	X			
18	PAVILION	Key Location - Used for either Pool Pavillion or Office	2,500	1			2,500		300,000 00		X		
19	DAYCARE	Next to Library	3,750	1	3,750				$450,000 00	X			
20	BLUFFTON TOWN HALL OR OPEN SPACE	subject to acceptance of Town		2/3					$0.00				
21	BEAUFORT COUNTY LIBRARY	being designed by architects	25,000	1	25,000				$0.00		X		
22	RETAIL	corner location at entrance to new post office	3,500	1		3,500	3,500		$420,000.00	X			
23	BANK	excellent high traffic area/3 drive thrus	4,200	1		4,200			$504,000.00	X			
24	BLUFFTON POST OFFICE	3,000 indi idual boxes - opens spring 2001	20,000	1	20,000				$2,500,000.00	X			
			110,400		48,750	27,050	34,650	2,000	$10,048,000.00				
					23%								
	TOWN HOMES	38units - 24x89 lots/ w/2 car garage w/ dependency above									1/2		1/2
	TOWN HOMES							TOWN HOMES 38 @$185K	$7,030,000.00				
	PHASE II				5-20%								
BLD LOT #	DESCRIPTION	COMMENTS	SQ. FT.	FLOORS	MULTI FAMILY	RETAIL	OFFICE-PROFESSIONAL	RESTAURANT	TAXABLE #-@$120SF				
1	RETAIL		2,500	1		2,500			$300,000.00				
2	RETAIL		2,500	1		2,500	2,000		$300,000 00				
3	RETAIL/OFFICE/MF		18,200	2	9,000	6,000	3,000		$2,184,000 00				
4	RETAIL/OFFICE/MF		6,500	1				3,500	$780,000 00				
5	RETAIL/OFFICE/MF		18,200	2	9,000	3,000	6,000		$2,184,000.00				
6	RETAIL/OFFICE/MF		21,500	2	10,000	5,000	2,500	2,500	$2,580,000 00				
7	RESTAURANT		4,500	1				4,500	$540,000.00				
8	RETAIL/OFFICE/MF		21,500	2	10,000	1,500	6,000	2,500	$2,580,000.00				
9	RETAIL/OFFICE		7,000	1			6,500		$840,000.00				
			102,400						$12,288,000.00				
			110,400										
			212,800		38,000	20,500	26,000	13,000					
	29.29 ACRES					27,050	34,650	2,000					
					38,000	47,550	60,650	15,000					
					18%	22%	28.52%	7&					
		PHASE I	$10,048,000.00										
		TOWNHOMES	$7,030,000.00										
		PHASE II	$12,288,000.00										
			$29,366,000.00										

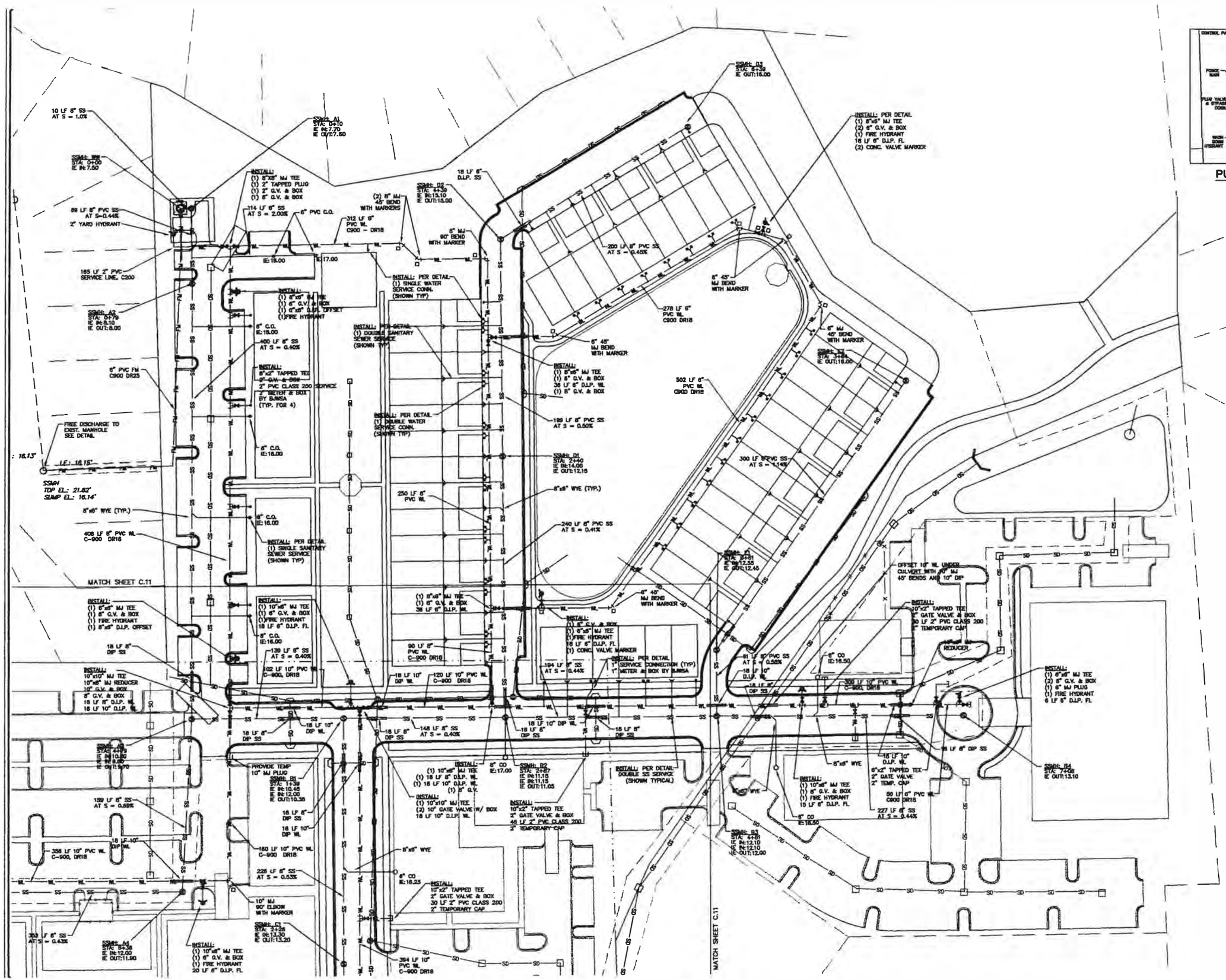
PRELIMINARY DEVELOPMENT SCHEDULE
DEVELOPMENT AGREEMENT - EXHIBIT "D"

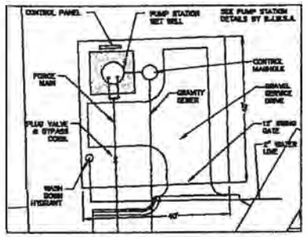
	COMMERCIAL, RETAIL, MULTI-FAMILY	TOWNHOMES
YEAR 1 NOVEMBER 2000 TO NOVEMBER 2001	85,000 SF	25
YEAR 2 NOVEMBER 2001 TO NOVEMBER 2002	65,000 SF	13
YEAR 3 NOVEMBER 2002 TO NOVEMBER 2003	62,750 SF	
YEAR 4 NOVEMBER 2003 TO NOVEMBER 2004	REMAINDER	

The referenced square footage, and townhome sales for any one year may increase, or decrease depending on market conditions and demand.

EXHIBIT E


1800
PUMP STA
MATCH SHEET C.14
MATCH SHEET C.14





PUMP STATION LAYOUT

SCALE: 1"=20'

CONNOR AND ASSOCIATES, INC.
engineers • planners • surveyors
P.O. BOX 381
BLUFFTON, SOUTH CAROLINA 29910
PH (843) 837-5260 / FAX (843) 837-2033

SOUTH CAROLINA CONNOR & ASSOCIATES INC. No. C00152 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 11305 J. C. WILLIAMS

BLUFFTON VILLAGE PHASE ONE

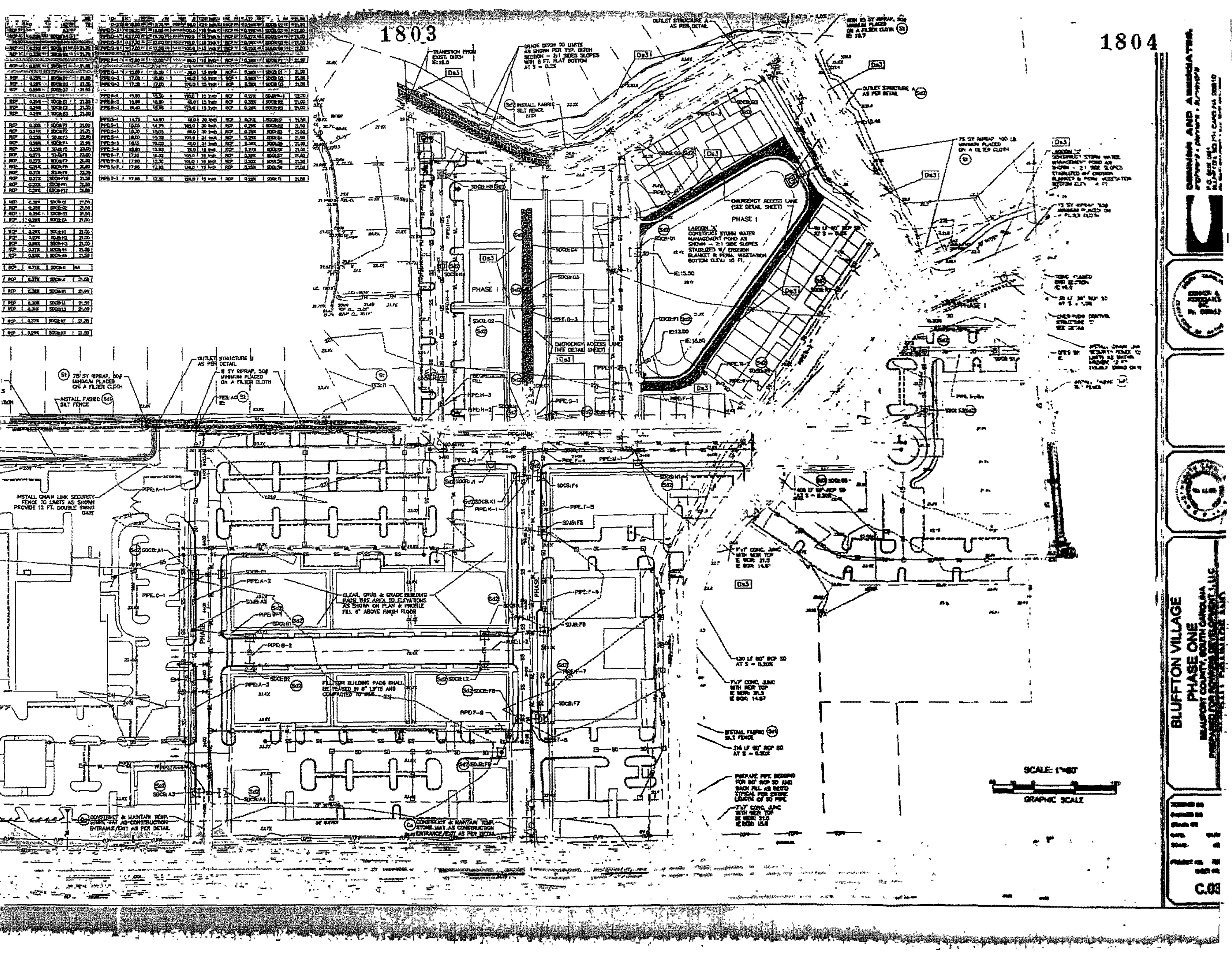
BEAUFORT COUNTY, SOUTH CAROLINA

PREPARED FOR ROWKRIS DEVELOPMENT 1, LLC

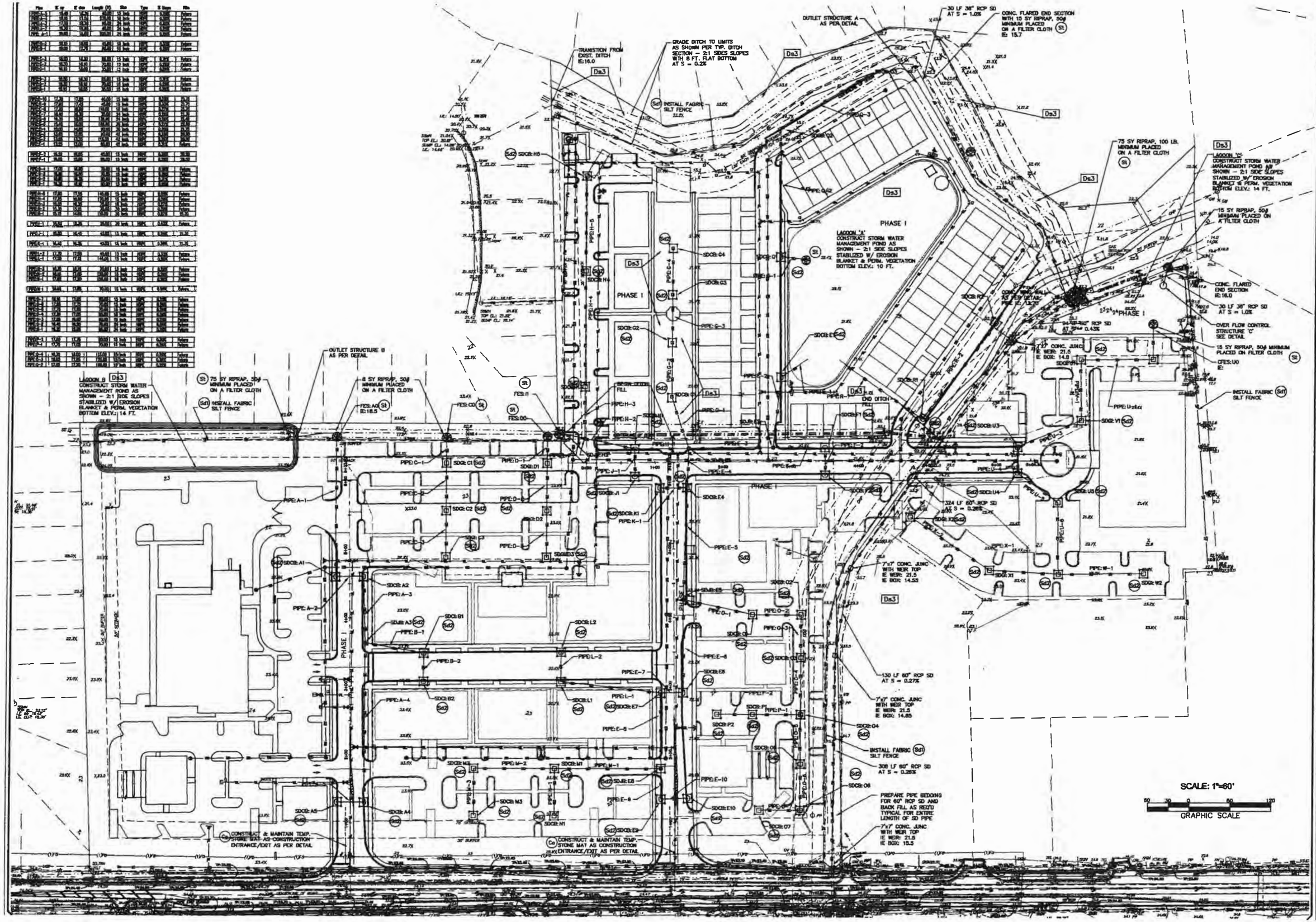
WATER AND SEWER PLAN WITH PUMP STATION LAYOUT

DESIGNED BY:	GAB
CHECKED BY:	JCW
DRAWN BY:	SMH
DATE:	04/24/2000
SCALE:	AS NOTED
PROJECT NO:	RDE-003
SHEET NO.	C.15

EXHIBIT F


1803
1804
OUTLET STRUCTURE A AS PER DETAIL
TRANSITION FROM EXIST. DITCH
GRADE DITCH TO LIMITS AS SHOWN PER TYP. DITCH SECTION – 2:1 SIDES SLOPES WITH 8 FT. FLAT BOTTOM AT S = 0.2%
INSTALL FABRIC SILT FENCE
OUTLET STRUCTURE A AS PER DETAIL
EMERGENCY ACCESS LANE (SEE DETAIL SHEET)
PHASE 1
LAGOON 'A' CONSTRUCT STORM WATER MANAGEMENT POND AS SHOWN – 2:1 SIDE SLOPES STABILIZED W/ EROSION BLANKET & PERM. VEGETATION BOTTOM ELEV.: 10 FT.
EMERGENCY ACCESS LANE (SEE DETAIL SHEET)
OUTLET STRUCTURE B AS PER DETAIL
75 SY RIPRAP, 50# MINIMUM PLACED ON A FILTER CLOTH
INSTALL FABRIC SILT FENCE
INSTALL CHAIN LINK SECURITY FENCE TO LIMITS AS SHOWN PROVIDE 12 FT. DOUBLE SWING GATE
CLEAR, GRUB & GRADE BUILDING PADS THIS AREA TO ELEVATIONS AS SHOWN ON PLAN & PROFILE FILL 8" ABOVE FINISH FLOOR
FILL FOR BUILDING PADS SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95%
CONSTRUCT & MAINTAIN TEMP. STONE MAT AS CONSTRUCTION ENTRANCE/EXIT AS PER DETAIL
7'x7' CONC. JUNC WITH WEIR TOP
INSTALL FABRIC SILT FENCE
PREPARE PIPE BEDDING FOR 60" RCP SD AND BACK FILL AS REQ'D TYPICAL FOR ENTIRE LENGTH OF SD PIPE
SCALE: 1"=60'
GRAPHIC SCALE
BLUFFTON VILLAGE
PHASE ONE
BEAUFORT COUNTY, SOUTH CAROLINA
C.03

Pipe	X coor	Y coor	Length (ft)	Size	Type	X Slope	Dis
PIPE:A-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:A-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:A-3	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:A-4	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:B-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:B-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:C-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:C-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:C-3	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:C-4	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:D-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:D-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:D-3	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:D-4	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:E-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:E-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:E-3	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:E-4	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:E-5	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:E-6	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:E-7	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:E-8	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:E-9	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:E-10	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:F-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:F-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:G-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:G-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:G-3	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:G-4	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:H-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:H-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:H-3	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:H-4	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:H-5	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:I-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:I-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:I-3	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:I-4	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:I-5	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:I-6	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:J-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:J-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:J-3	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:J-4	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:K-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:L-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:L-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:M-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:M-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:N-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:O-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:O-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:O-3	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:P-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:Q-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:Q-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:R-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:R-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:S-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:S-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:T-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:T-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:U-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:U-2	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:U-3	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:U-4	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:U-5	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:U-6	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:V-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:W-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski
PIPE:X-1	17.00	17.00	40.00	15 inch	RCP	0.500	Pulaski



CONNOR AND ASSOCIATES, INC
engineers • planners • surveyors
P.O. BOX 381
BLUFFTON, SOUTH CAROLINA 29910
PH (843) 837-3800 / FAX (843) 837-3885

SOUTH CAROLINA
CONNOR & ASSOCIATES INC.
No. C00152
CERTIFICATE OF AUTHORIZATION

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL
No. 11305
J. C. WILLIAMS

BLUFFTON VILLAGE PHASE ONE

BEAUFORT COUNTY, SOUTH CAROLINA
PREPARED FOR ROWKRIS DEVELOPMENT 1, LLC

OVERALL DRAINAGE AND EROSION/SEDIMENT CONTROL PLAN

DESIGNED BY:	GAB
CHECKED BY:	JCW
DRAWN BY:	BMH
DATE:	04/24/2000
SCALE:	AS NOTED
PROJECT NO:	RDE-003

SHEET NO.
C.03

EXHIBIT G

1806

MATCH SHEET C-15

WATER & SEWER SYSTEM SHEET NOTES:

1. UTILITY SYMBOLS SHOWN ON THIS PLAN ARE FOR GRAPHICAL PURPOSES AND DO NOT NECESSARILY MARK THE EXACT LOCATION OF THE REPRESENTED ITEM. INSTALLATION OF DEPICTED ITEMS SHALL BE DONE IN ACCORDANCE TO SPECIFICATIONS, STANDARD DETAILS AND B.J.W.S.A.

2. EXCEPT THOSE SHOWN SPECIFICALLY ON THESE PLANS, ALL WATER & SEWER SERVICES WILL BE PROVIDED DURING FUTURE PHASES.

3. PIPE LENGTHS SHOWN FOR WATER LINE IS ADJUSTED FOR LENGTHS OF DUCTILE IRON PIPE AT CROSSINGS — LENGTHS SHOWN FOR SANITARY GRAVITY SEWER LINE ARE NOT ADJUSTED. LENGTHS OF ADJUSTED PIPE AT CROSSINGS — TYPICAL SEWER PIPE IS PVC DR26

4. ALL CURB ON 10 FEET EACH SIDE OF ALL FIRE HYDRANTS SHALL BE PAINTED DOT SAFETY YELLOW "FIRE ZONE — NO PARKING" SIGN SHALL BE PLACED AT EACH HYDRANT.

INSTALL: (1) 10"x10" MJ TEE (1) 10"x6" MJ REDUCER (1) 6" G.V. & BOX (1) 10" G.V. & BOX (1) FIRE HYDRANT 40 LF D.I.P. FL

INSTALL: (1) 10"x6" MJ TEE (1) 6" G.V. & BOX (1) FIRE HYDRANT 18 LF 6" D.I.P. FL

INSTALL: (1) 10"x6" MJ TEE (1) 6" G.V. & BOX (1) FIRE HYDRANT (1) 6"x6" D.I.P. OFFSET

INSTALL: (1) 10"x10" MJ TEE (1) 10" G.V. & BOX 36 LF 10" D.I.P. WL

INSTALL: (1) 10"x10" MJ TEE (1) 6" G.V. & BOX (1) FIRE HYDRANT 16 LF 6" D.I.P. FL (1) CONC. VALVE MARKER

INSTALL: PER DETAIL (1) 6" G.V. & BOX (1) FIRE HYDRANT 16 LF 6" D.I.P. FL (1) CONC. VALVE MARKER

INSTALL: PER DETAIL 1" SERVICE DOUBLE CONNECTION 1" METER & BOX BY BJWSA

INSTALL: (1) 10"x10" MJ TEE (1) 6" G.V. & BOX (1) FIRE HYDRANT 16 LF 6" D.I.P. FL

INSTALL: (1) 10"x10" MJ TEE (1) 6" G.V. & BOX (1) FIRE HYDRANT 40 LF 6" D.I.P. FL

INSTALL: (1) 10"x6" MJ TEE (1) 6" G.V. & BOX (1) FIRE HYDRANT 46 LF 6" D.I.P. FL

INSTALL: 10" x6" MJ TEE 45 LF 6" DIP 6" GATE VALVE 6" MJ PLUG FOR FUTURE FIRE LINE

INSTALL: 10"x2" TAPPED TEE 2" GATE VALVE 45 LF 2" CLASS 200 PVC 2" TEMPORARY CAP

INSTALL: 10"x2" TAPPED TEE 2" GATE VALVE 30 LF 2" PVC CLASS 200 2" TEMPORARY CAP

INSTALL: 10"x2" TAPPED TEE 2" GATE VALVE & BOX 30 LF 2" PVC CLASS 200 2" TEMPORARY CAP

INSTALL: 10"x2" TAPPED TEE 2" GATE VALVE & BOX 30 LF 2" PVC CLASS 200 2" TEMPORARY CAP

INSTALL: 10"x2" TAPPED TEE 2" GATE VALVE & BOX 30 LF 2" PVC CLASS 200 2" TEMPORARY CAP

INSTALL: 10"x2" TAPPED TEE 2" GATE VALVE 2" METER AND BOX AND BACKFLOW PREVENTOR BY BJWSA FOR SITE IRRIGATION

INSTALL: 10"x2" TAPPED TEE 2" GATE VALVE 180 LF 2" CLASS 200 PVC 3/4" BLOW-OFF (TEMP) 2" TEMPORARY CAP

INSTALL: 10"x2" TAPPED TEE 2" GATE VALVE 30 LF 2" PVC CLASS 200 2" METER AND BOX AND BACKFLOW PREVENTOR BY BJWSA FOR SITE IRRIGATION

INSTALL: (1) 10"x6" MJ TEE (1) 6" GATE VALVE & BOX (1) 6" MJ PLUG (TEMP) 38 LF 6" D.I.P. WL

INSTALL: (1) 10"x6" MJ TEE (1) 6" G.V. & BOX (1) FIRE HYDRANT 12 LF 6" D.I.P. FL

INSTALL: (1) 10"x6" MJ TEE (1) 6" G.V. & BOX (1) FIRE HYDRANT 20 LF 6" D.I.P. FL

INSTALL: (1) 10"x6" MJ TEE (2) 6" G.V. & BOX (1) FIRE HYDRANT 16 LF 6" D.I.P. FL

INSTALL: CONC. VALVE MARKER

INSTALL: 10"x10" TAPPING SLEEVE AND VALVE COORDINATE TAP WITH BJWSA

10"x10" TAPPING SLEEVE AND VALVE COORDINATE TAP W/ BJWSA

NOTE: IF EXISTING 10" WATERLINE IS C-150 INSTALL 10"X 10" MJ TEE WITH CUT-IN SLEEVE AND 10" GATE VALVE WITH BOX. COORDINATE ALL WORK WITH BJWSA

NOTE: IF EXISTING 10" WATERLINE IS C-150 INSTALL 10"X 10" MJ TEE WITH CUT-IN SLEEVE AND 10" GATE VALVE WITH BOX. COORDINATE ALL WORK WITH BJWSA

INSTALL: FIRE HYDRANT (1) 10"x6" TAPPING SLEEVE (1) 6" G.V. & BOX (1) CONC. VALVE MARKER (1) FIRE HYDRANT 66 LF 6" D.I.P. FL COORDINATE TAP & LOCATION OF MARKER WITH B.J.W.S.A. IF EXISTING 10" WATERLINE IS C-150 INSTALL 10"X 6" MJ TEE WITH CUT-IN SLEEVE AND 6" GATE VALVE WITH BOX. COORDINATE ALL WORK WITH BJWSA

EXISTING 10" PVC WATERLINE (APPROXIMATE LOCATION)

PROVIDE TEMP. 10" MJ PLUG

PROVIDE TEMP. 10" MJ PLUG

10" MJ 90° BEND WITH MARKER

10" MJ 90° BEND WITH MARKER

MATCH SHEET C-15

S.R. HIGHWAY 46

PIPE END BURIED

JOSEPH E. BUCKLES

VILLAGE DEVELOPMENT, INC.

PAUL H. TAYLOR, JR.

CLEVELAND H. WALLACE, JR.

SCALE: 1"=40'

GRAPHIC SCALE

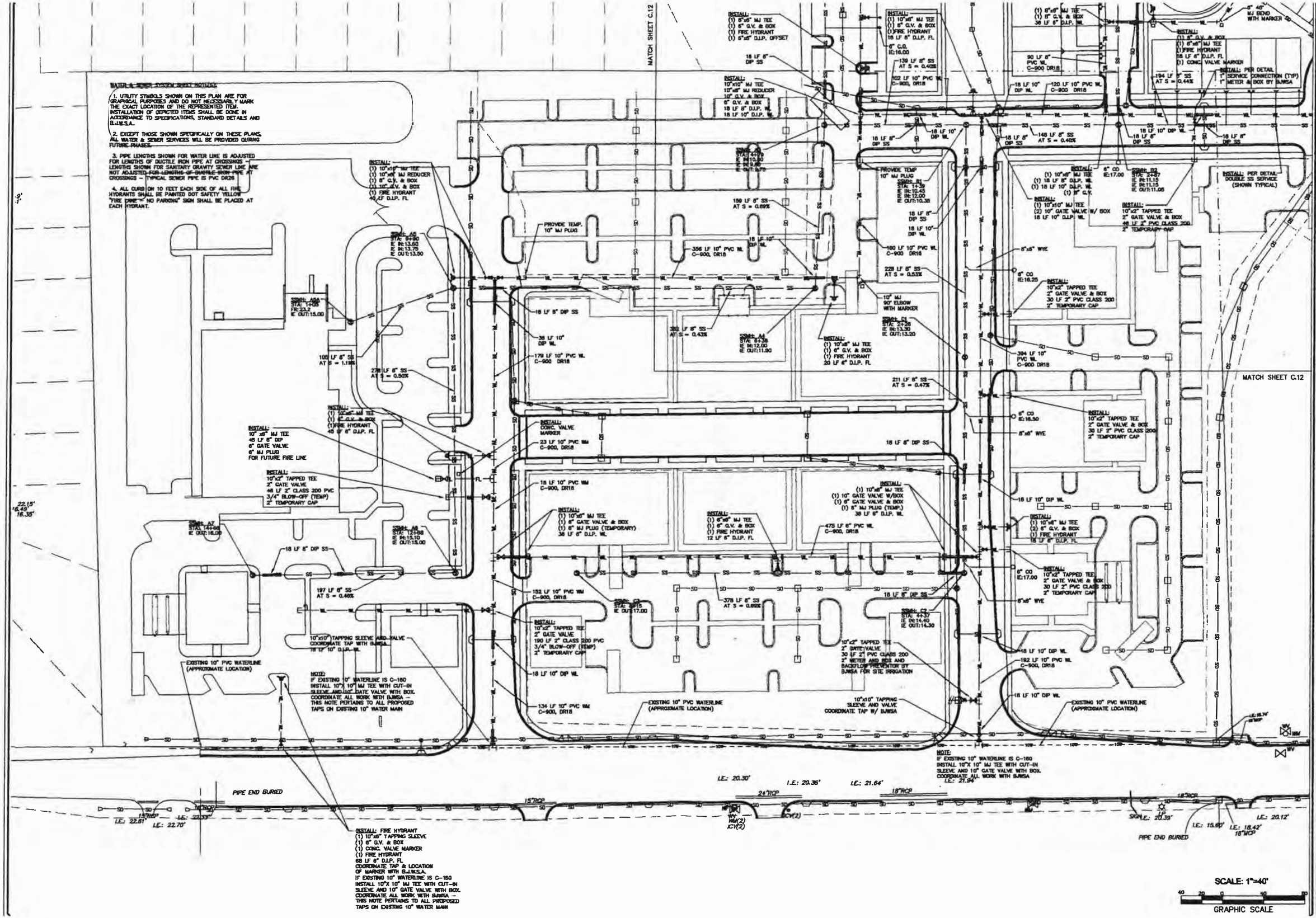
WATER & SEWER SYSTEM GENERAL NOTES:

1. UTILITY SYMBOLS SHOWN ON THIS PLAN ARE FOR GRAPHICAL PURPOSES AND DO NOT NECESSARILY MARK THE EXACT LOCATION OF THE REPRESENTED ITEM. INSTALLATION OF DEPICTED ITEMS SHALL BE DONE IN ACCORDANCE TO SPECIFICATIONS, STANDARD DETAILS AND B.J.W.S.A.

2. EXCEPT THOSE SHOWN SPECIFICALLY ON THESE PLANS, ALL WATER & SEWER SERVICES WILL BE PROVIDED DURING FUTURE PHASES.

3. PIPE LENGTHS SHOWN FOR WATER LINE IS ADJUSTED FOR LENGTHS OF DUCTILE IRON PIPE AT CROSSINGS – LENGTHS SHOWN FOR SANITARY GRAVITY SEWER LINE ARE NOT ADJUSTED FOR LENGTHS OF DUCTILE IRON PIPE AT CROSSINGS – TYPICAL SEWER PIPE IS PVC DR26

4. ALL CURB ON 10 FEET EACH SIDE OF ALL FIRE HYDRANTS SHALL BE PAINTED DOT SAFETY YELLOW "FIRE HYDRANT" AND "NO PARKING" SIGN SHALL BE PLACED AT EACH HYDRANT.



CONNOR AND ASSOCIATES, INC
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P.O. BOX 381
BLUFFTON, SOUTH CAROLINA 29910
PH (843) 837-2289 / FAX (843) 837-2288

SOUTH CAROLINA CONNOR & ASSOCIATES INC. No. C00152 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA No. 11305 REGISTERED PROFESSIONAL ENGINEER J. C. WILLIAMS

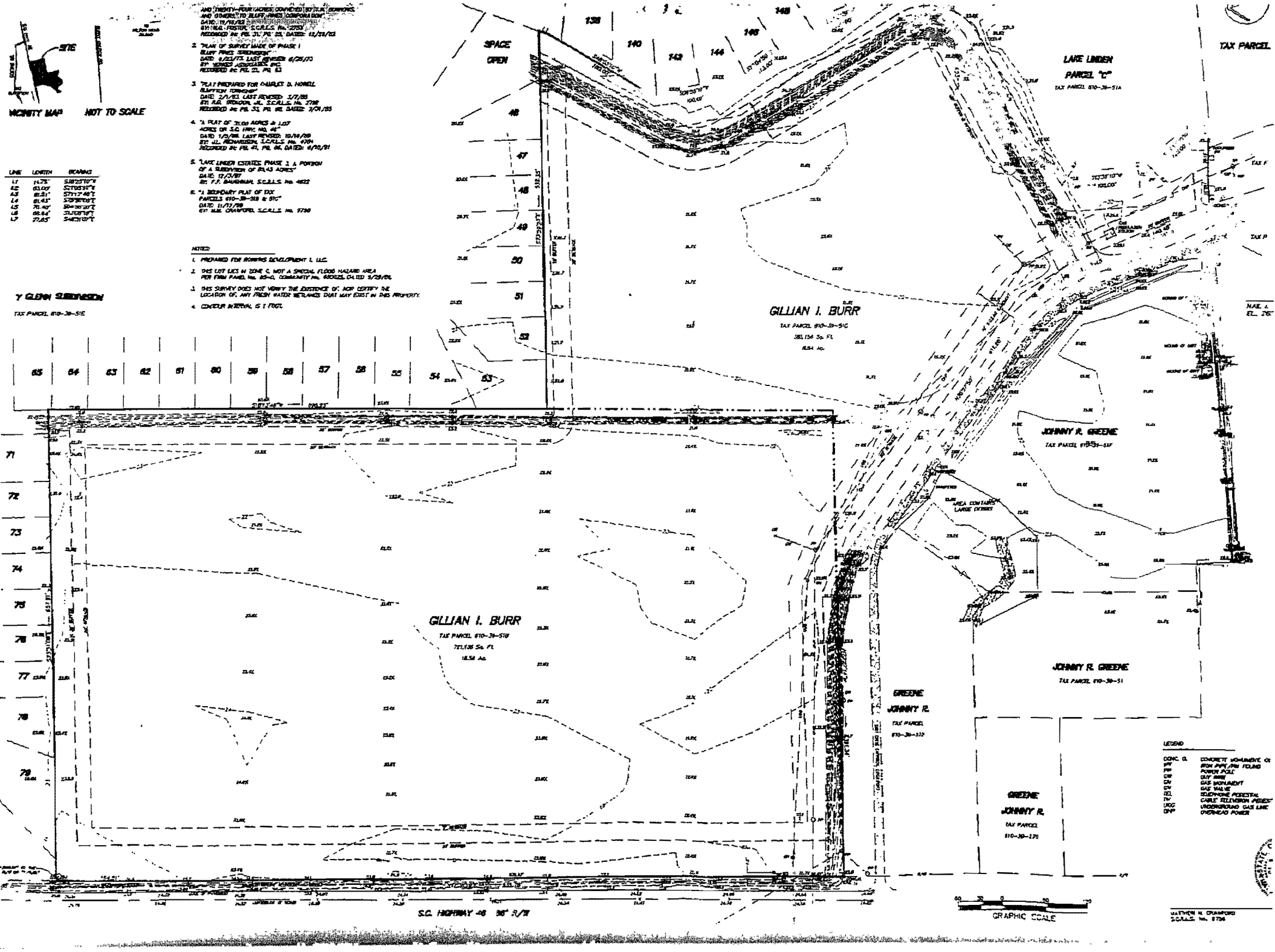
BLUFFTON VILLAGE PHASE ONE

BEAUFORT COUNTY, SOUTH CAROLINA
PREPARED FOR ROWKRIS DEVELOPMENT 1, LLC

WATER AND SEWER PLAN

DESIGNED BY:	GAB
CHECKED BY:	JCW
DRAWN BY:	BMH
DATE:	04/24/2000
SCALE:	AS NOTED
PROJECT NO:	RDE-003
SHEET NO.	C.14

EXHIBIT H


VICINITY MAP
NOT TO SCALE
SITE
AND TWENTY-FOUR (24) ACRES CONVEYED BY D.R. BOWKINS AND OTHERS TO BLUFF PINES CORPORATION
DATE: 11/10/83
BY: TRUE - FOSTER, S.C.R.L.S. No. 2753
RECORDED IN: PB. 31, PG. 22, DATED: 12/29/83
2. "PLAN OF SURVEY MADE OF PHASE I BLUFF PINES SUBDIVISION"
DATE: 4/21/73 LAST REVISED: 6/28/73
BY: VENNES ASSOCIATES, INC.
RECORDED IN: PB. 21, PG. 63
3. "PLAT PREPARED FOR CHARLES D. HOWELL ELLISTON TOWNSHIP"
DATE: 2/1/83 LAST REVISED: 3/7/85
BY: R.A. BRENDER JR., S.C.R.L.S. No. 2798
RECORDED IN: PB. 33, PG. 98, DATED: 3/21/85
4. "A PLAT OF 30.00 ACRES & 1.07 ACRES OR S.C. HWY. NO. 46"
DATE: 1/5/88 LAST REVISED: 10/14/89
BY: J.L. RICHARDSON, S.C.R.L.S. No. 4704
RECORDED IN: PB. 41, PG. 86, DATED: 6/10/91
5. "LAKE LINDEN ESTATES PHASE 1 A PORTION OF A SUBDIVISION OF 24.43 ACRES"
DATE: 12/2/87
BY: F.F. BAUGHMAN, S.C.R.L.S. No. 4822
6. "A BOUNDARY PLAT OF TAX PARCELS 610-39-318 & 51C"
DATE: 11/12/99
BY: M.W. CRAWFORD, S.C.R.L.S. No. 9798
NOTES:
1. PREPARED FOR ROWKINS DEVELOPMENT I, LLC.
2. THIS LOT LIES IN ZONE C, NOT A SPECIAL FLOOD HAZARD AREA PER FIRM PANEL No. 45-0, COMMUNITY No. 680025, DATED 3/29/94.
3. THIS SURVEY DOES NOT VERIFY THE EXISTENCE OF, NOR CERTIFY THE LOCATION OF, ANY FRESH WATER WETLANDS THAT MAY EXIST IN THIS PROPERTY.
4. CONTOUR INTERVAL IS 1 FOOT.
LINE LENGTH BEARING
L1 14.75' S38°25'10"W
L2 63.00' S71°05'10"W
L3 81.31' S77°17'40"E
L4 81.43' S73°38'05"E
L5 70.40' S8°30'20"E
L6 88.84' S17°05'10"E
L7 27.65' S46°31'10"E
Y GLENN SUBDIVISION
TAX PARCEL 610-39-51E
SPACE OPEN
LAKE LINDEN PARCEL "C"
TAX PARCEL 610-39-51A
TAX PARCEL
GILLIAN I. BURR
TAX PARCEL 610-39-51C
385,154 Sq. Ft.
8.84 Ac.
GILLIAN I. BURR
TAX PARCEL 610-39-51B
721,136 Sq. Ft.
16.56 Ac.
JOHNNY R. GREENE
TAX PARCEL 610-39-51F
AREA CONTAINS LARGE DEBRIS
JOHNNY R. GREENE
TAX PARCEL 610-39-51
GREENE JOHNNY R.
TAX PARCEL 610-39-51D
GREENE JOHNNY R.
TAX PARCEL 610-39-270
S.C. HIGHWAY 46 66' R/W
GRAPHIC SCALE
LEGEND
CONC. O. CONCRETE MONUMENT OR IRON PIPE/PIN FOUND
POWER POLE
GUY WIRE
GAS MONUMENT
GAS VALVE
TELEPHONE PEDESTAL
CABLE TELEVISION PEDESTAL
UNDERGROUND GAS LINE
OVERHEAD POWER
MATTHEW M. CRAWFORD
S.C.R.L.S. No. 9798

VICINITY MAP NOT TO SCALE

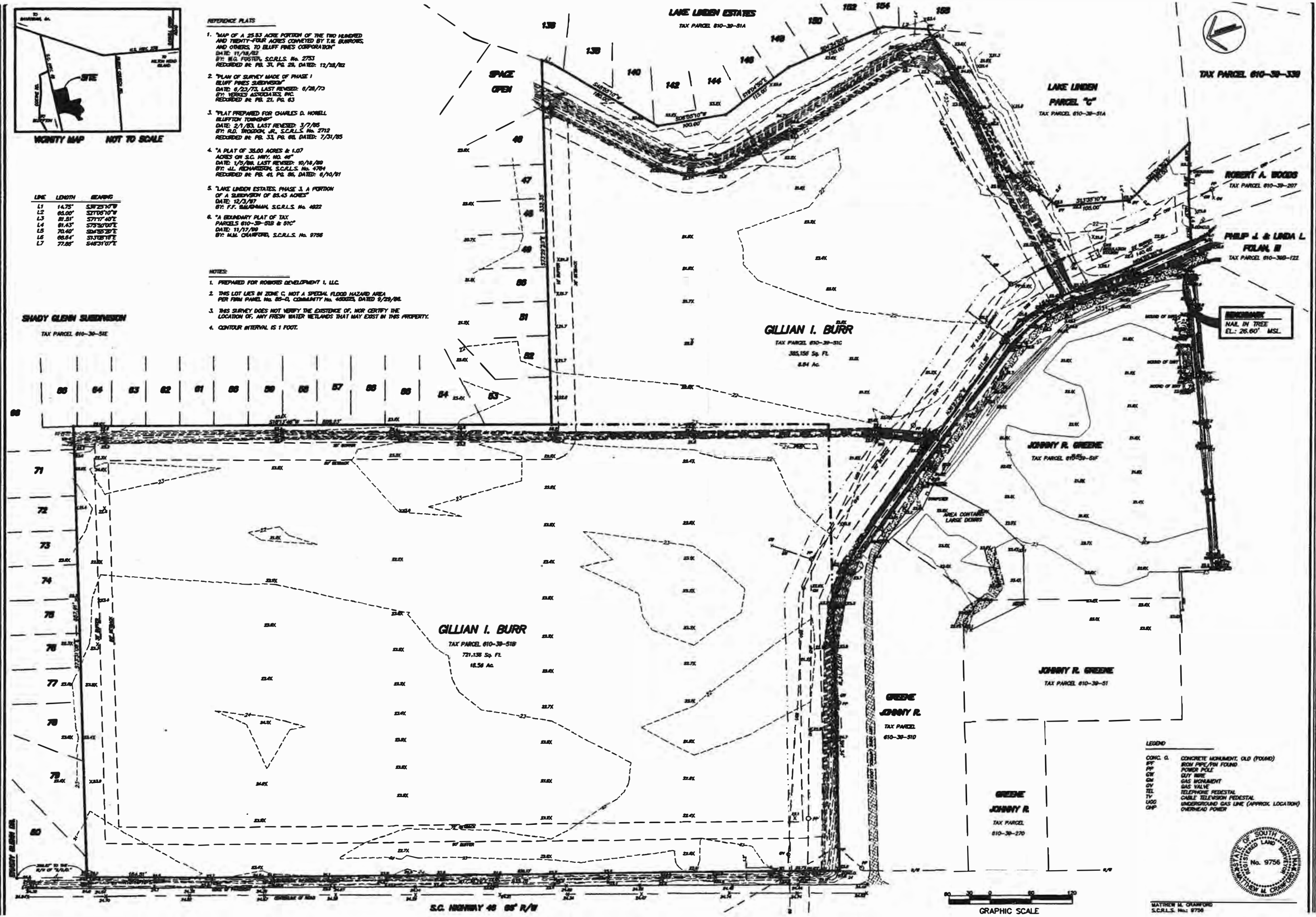
REFERENCE PLATS

1. "MAP OF A 25.93 ACRE PORTION OF THE TWO HUNDRED AND TWENTY-FOUR ACRES CONVEYED BY T.W. BURROWS, AND OTHERS, TO BLUFF PINES CORPORATION"
   DATE: 11/14/62
   BY: W.G. FOSTER, S.C.R.L.S. No. 2753
   RECORDED IN: PB. 31, PG. 29, DATED: 12/28/82
2. "PLAN OF SURVEY MADE OF PHASE I BLUFF PINES SUBDIVISION"
   DATE: 6/23/73, LAST REVISED: 6/28/73
   BY: YERKES ASSOCIATES, INC.
   RECORDED IN: PB. 21, PG. 63
3. "PLAT PREPARED FOR CHARLES D. HOWELL BLUFFTON TOWNSHIP"
   DATE: 2/1/80, LAST REVISED: 3/7/85
   BY: R.D. TRUESDOM, JR., S.C.R.L.S. No. 2712
   RECORDED IN: PB. 33, PG. 68, DATED: 7/31/85
4. "A PLAT OF 38.00 ACRES & 1.07 ACRES ON S.C. HWY. NO. 46"
   DATE: 1/5/88, LAST REVISED: 10/18/89
   BY: J.L. RICHARDSON, S.C.R.L.S. No. 4784
   RECORDED IN: PB. 41, PG. 86, DATED: 6/10/91
5. "LAKE LINDEN ESTATES, PHASE 3, A PORTION OF A SUBDIVISION OF 85.43 ACRES"
   DATE: 12/3/97
   BY: F.F. SULLIVAN, S.C.R.L.S. No. 4822
6. "A BOUNDARY PLAT OF TAX PARCELS 610-39-51B & 51C"
   DATE: 11/17/99
   BY: M.M. CRAWFORD, S.C.R.L.S. No. 9756

NOTES:

1. PREPARED FOR ROBORS DEVELOPMENT I, LLC.
2. THIS LOT LIES IN ZONE C, NOT A SPECIAL FLOOD HAZARD AREA PER FIRM PANEL No. 85-D, COMMUNITY No. 450025, DATED 9/29/86.
3. THIS SURVEY DOES NOT VERIFY THE EXISTENCE OF, NOR CERTIFY THE LOCATION OF, ANY FRESH WATER WETLANDS THAT MAY EXIST IN THIS PROPERTY.
4. CONTOUR INTERVAL IS 1 FOOT.

LINE	LENGTH	BEARING
L1	14.75'	S38°25'10"W
L2	65.00'	S27°06'10"W
L3	89.81'	S71°17'40"E
L4	81.43'	S73°35'00"E
L5	70.40'	S24°55'20"E
L6	68.64'	S13°08'16"E
L7	77.85'	S45°31'07"E



LEGEND

CONC. O.	CONCRETE MONUMENT, OLD (FOUND)
IPF	IRON PIPE/PIN FOUND
PP	POWER POLE
GW	GUY WIRE
GM	GAS MONUMENT
GV	GAS VALVE
TEL	TELEPHONE PEDESTAL
TV	CABLE TELEVISION PEDESTAL
UGG	UNDERGROUND GAS LINE (APPROX. LOCATION)
OHP	OVERHEAD POWER

MATTHEW M. CRAWFORD
S.C.R.L.S. No.: 9756

CONNOR AND ASSOCIATES, INC.
engineers • planners • surveyors
P.O. BOX 391
BLUFFTON, SOUTH CAROLINA 29910
PH (843) 837-2003 / FAX (843) 837-2033

A TOPOGRAPHIC SURVEY OF

TAX PARCELS 610-39-51B & 51C

SC HIGHWAY 46

THE TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA

RECORDED IN:
PLAT BK.
PAGE
DATE

SOUTH CAROLINA CONNOR & ASSOCIATES INC. No. C00152 CERTIFICATE OF AUTHORIZATION

REVISIONS:
1. 5/24/00 ADDITIONAL INFO. & EDIT CONTOURS.

FIELD CHECK:	TC
OFFICE CHECK:	WCD
DRAWN BY:	LAM
DATE:	12/21/99
SCALE:	1"=60'
PROJECT No.:	RDE-001
FILE:	RDE001ST.DWG

SHEET 1 OF 1

EXHIBIT I

1812

WILBUR
SMITH
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MEMORANDUM

Post-it® Fax Note 7671	Date 9-12	# of pages ▶ 3
To Stetson	From Helen	
Co./Dept.	Co.	
Phone #	Phone #	
Fax # 363-6513	Fax #	

To Mr. Bob Klink, County Engineer

From Todd E Salvagin, WSA

Date 8/31/00

RE: Bluffton Village

As requested, I have reviewed the information provided regarding the above referenced project The following presents our understanding and suggestions regarding this development

Project Understanding

The project is a 25-acre tract, which is proposed to be developed to contain a 239,400 sf mixed use facility containing a day care, library, office/residential, bank, retail/office, and a post office. The project development is anticipated to generate 8,797 daily trips The site is located to the east of SC 46 north of downtown Bluffton and will have access to/from SC 46.

The project recommends that SC 46 be re-striped as a three section with bike-lanes from downtown Bluffton to a point just north of the site where it would transition to meet the existing pavement width.

Existing Conditions

In the vicinity of the site, SC 46 is either a 2 or 4-lane facility where directional traffic flow is separated by a double yellow centerline. South of the site, SC 46 intersects with Bruin Road/ SC 46 (to Savannah) which is under 4-way STOP sign control. From the submitted traffic report, SC 46 in the vicinity of the site currently serves 9,211 vehicles per day

Recommendations

Without the benefit of a transportation model (which is currently being developed) the exact magnitude of future traffic anticipated to travel on SC 46 can only be estimated. However, after reviewing both the existing, and site generated daily traffic volumes (stated as a sum of 15,257 vehicles per day in the TranSystems report dated January 2000) a daily volume that would significantly exceed the SCDOT capacity for a 3-lane minor arterial (LOS C capacity of 12,400 vpd). Because of this, the continuation of the 4-lane cross-section of SC 46 across the site frontage is recommended as opposed to the proposed 3-lane cross-section with bike lanes. It is suggested that this 4-lane section have wide outside through lanes (15 feet) so that accommodations for bicycles are provided, this is in lieu of formal bike lanes.

The site proposed two full movement drives to/from SC 46 of which the northerly access is anticipated to operate at acceptable service levels while the southerly access is anticipated to operate poorly (TranSystems memo date July 17, 2000). This southerly access was quantified as potentially being signalized in the future which would then result in an acceptable service level.

The two access drives are to be separated by approximately 450-feet North of the site, SC 46 has tentatively been planned as being widened to a 5-lane section to US 278 With this in mind, it is suggested that one of the access drives be limited to right-turn in/right-turn out movements only and that the remaining access be earmarked as having traffic signal control when warranted. The planned 5-lane cross-section should begin at this intersection (earmarked as being controlled by a signal) which will result in separate left-turn lane for traffic entering the site

Example The southerly access is limited to right-turn in and right-turn out movements only, the northerly access would provide for all left-turn movements in and out of the site and would eventually be under traffic signal control The geometry of SC 46 would provide a separate southbound left-turn lane for traffic entering the site, and two through lanes in both the northbound and southbound directions.

RANSYSTEMS CORPORATION

July 17, 2000

1814

Mr. Robert T. Clark
District Traffic Engineer
SCDOT – District 6
6355 Fain Boulevard
North Charleston, SC 29406-4989

Re: Clarification on Bluffton Village Traffic Impact Study

Dear Mr. Clark:

At our meeting on July 5, 2000, you asked for clarification and supporting information on our recommendation to have S.C. 46 widened from 2 lanes to a three-lane section. It is also my understanding that this is the key item, which needs to be addressed in order for the DOT to issue an encroachment permit for this project from a traffic viewpoint. Others are addressing the actual layout issues for constructing the roadway. The following paragraphs outline our rationale for recommending a three-lane section for S.C. 46 for the proposed Bluffton Village development.

Along urban and suburban street sections, the efficiency of roadways is controlled by the operation of intersections, as these are the limiting factor for the flow of traffic. This varies from rural highways were efficiency is based on the ability for vehicles to set their own speed without being impeded by other vehicles. As we look at this section of S.C. 46, while it is a state highway, it functions as an arterial street and not as a rural highway. This being the case, we analyzed this roadway at the proposed driveway to determine the appropriate improvements that may or may not be needed.

Based on this, the Highway Capacity Manual analysis was used for the unsignalized intersection at the two driveways using the projected turning movements shown in the attached **Figure A-1** and the lane configurations shown in **Figure A-2**. The following table summarizes the results of this analysis. Refer to the printouts in the Appendix for each driveway.

Table 1 - Unsignalized Intersection Level-of Service

Intersection	P.M. Peak Hour	
Movement	LOS[1]	Delay[2]
S.C. 46 and Northern Driveway		
Southbound Left-Turn	A	9.5
Westbound Left-Turn	C	20.9
Westbound Right-Turn	B	14.5
S.C.46 and Southern Driveway		
Southbound Left-Turn	A	10.0
Westbound Left-Turn	F	53.2
Westbound Right-Turn	B	14.9

1 – Level of Service
2 – Control Delay in Seconds per Vehicle

The Koger Center, Suite 212, 150 Executive Center Dr., Box 134 • Greenville, South Carolina 29615 • Phone: (864) 234-0866 Fax: (864) 234-0435

The only movement operating at a Level of Service typically found to be undesirable is the westbound left-turn at the southern driveway. However, even this LOS F rating is typical for driveways along thoroughfares and the average delays for this movement are less than one minute per vehicle. However, should the traffic volumes eventually warrant the installation of a traffic signal at this location, it is projected to operate at LOS B with an average delay of 18.5 seconds per vehicle without any additional widening. (Printouts of this analysis have also been included in the Appendix.) This indicates that the proposed intersections will operate acceptably with a single through-lane in each direction on S.C. 46.

We hope this answers your concerns. Please do not hesitate to contact us with any additional questions you might have.

Sincerely,
TranSystems Corporation

By: Thomas R. Munson
Thomas R. Munson, P.E.

cc: Stetson Rowles – Rowkris Development

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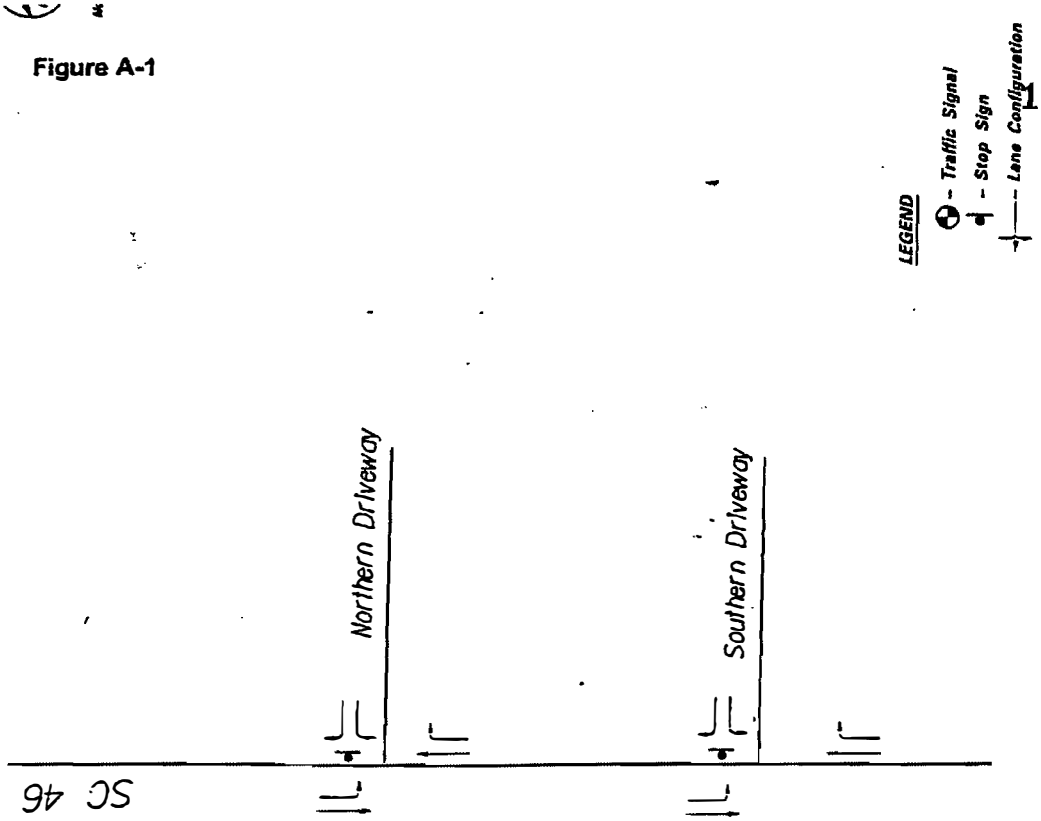
APPENDIX A

A-1 Projected Turning Volumes for Bluffton Village Driveways
A-2 Recommended Turn Lane Configuration for Bluffton Village
A-3 Unsignalized PM Peak Hour Level-of-Service for the Northern Driveway
A-7 Unsignalized PM Peak Hour Level-of-Service for the Southern Driveway
A-11 Signalized PM Peak Hour Level-of-Service for the Southern Driveway

Figure A-1



PROPOSED LANE CONFIGURATIONS
Bluffton Village

1817

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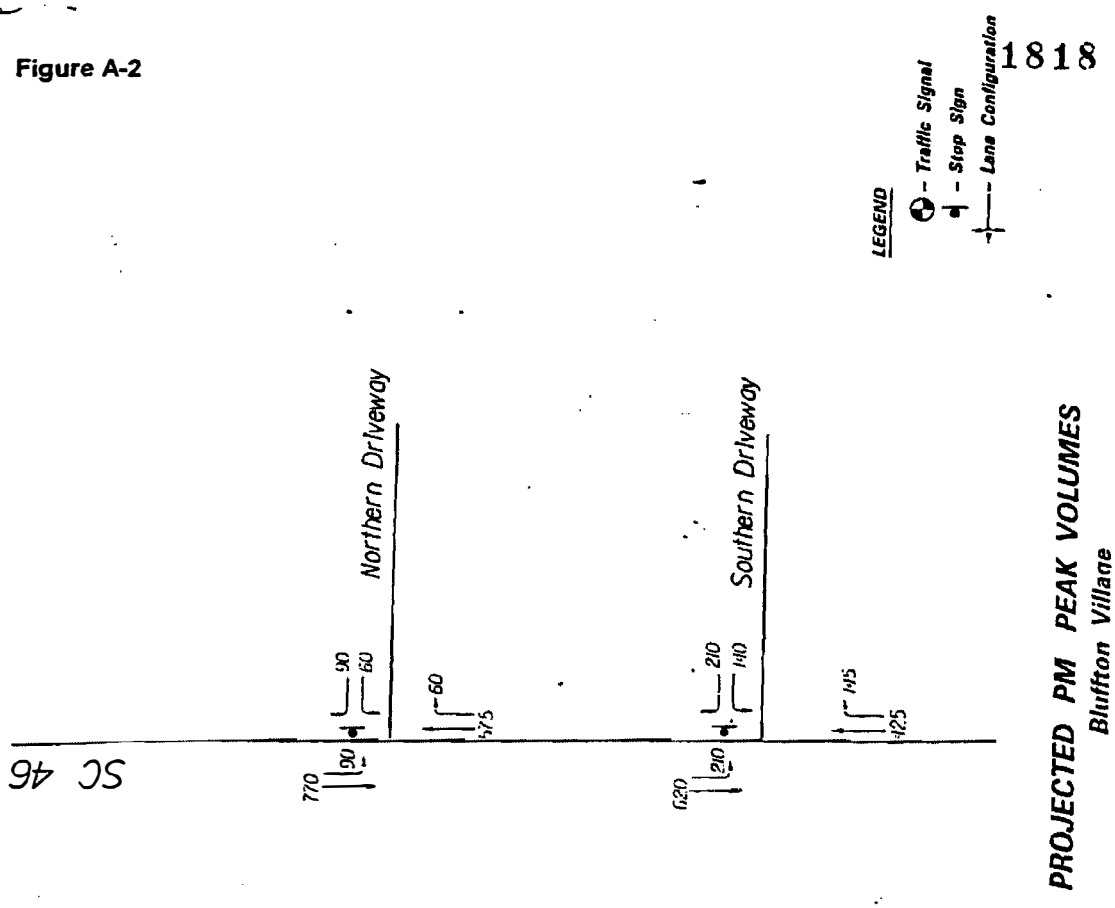
Figure A-2



1818

TRANSYSTEMS

Unsignalized PM Peak Hour Level-of-Service for the Northern Driveway

HCS: Unsignalized Intersections Release 3.1b

TWO-WAY STOP CONTROL(TWSC) ANALYSIS

Analyst: Tom Munson
Intersection: SC 46 and Northern Driveway
Count Date: Future
Time Period: PM Peak

Intersection Orientation: North-South Major St.

Vehicle Volume Data:

Movements:	2	3	4	5	7	9
Volume:	575	60	90	770	60	90
HFR:	639	67	100	856	67	100
PHF:	0.90	0.90	0.90	0.90	0.90	0.90
PHV:	0.00	0.00	0.00	0.00	0.00	0.00

Pedestrian Volume Data:

Movements:

Flow:
Lane width:
Walk speed:
% Blockage:

Median Type: TWLTL
# of vehicles: 5

Flared approach Movements:

# of vehicles: Eastbound 0
# of vehicles: Westbound 0

Lane usage for movements 1,2&3 approach:

	Lane 1		Lane 2			Lane 3		
L	T	R	L	T	R	L	T	R
N	Y	N	N	N	Y	N	N	N

Channelized: N
Grade: 0.00

Lane usage for movements 4,5&6 approach:

	Lane 1		Lane 2			Lane 3		
L	T	R	L	T	R	L	T	R
Y	N	N	N	Y	N	N	N	N

Channelized: N
Grade: 0.00

Lane usage for movements 7,8&9 approach:

	Lane 1			Lane 2			Lane 3	
L	T	R	L	T	R	L	T	R
Y	N	N	N	N	Y	N	N	N

Channelized: N
Grade: 0.00

Lane usage for movements 10,11&12 approach:

	Lane 1			Lane 2			Lane 3	
L	T	R	L	T	R	L	T	R
N	N	N	N	N	N	N	N	N

Channelized: N
Grade: 0.00

Data for Computing Effect of Delay to Major Street Vehicles:

	Northbound	Southbound
Shared ln volume, major th vehicles:	0	0
Shared ln volume, major rt vehicles:	0	0
Sat flow rate, major th vehicles:	1700	1700
Sat flow rate, major rt vehicles:	1700	1700
Number of major street through lanes:	1	1

Length of study period, hrs: 1.00

Worksheet 4 Critical Gap and Follow-up time calculation.

Critical Gap Calculations:

Movement	4	7	9
t c,base	4.1	7.1	6.2
t c,hv	1.0	1.0	1.0
P hv	0.00	0.00	0.00
t c,g		0.2	0.1
G	0.00	0.00	0.00
t 3,lt	0.0	0.7	0.0
t c,T:			
1 stage	0.00	0.00	0.00
2 stage	0.00	1.00	0.00
t c			
1 stage	4.1	6.4	6.2
2 stage	4.1	5.4	6.2

Follow Up Time Calculations:

Movement	4	7	9
t f,base	2.2	3.5	3.3
t f,HV	0.9	0.9	0.9
P hv	0.00	0.00	0.00
t f	2.2	3.5	3.3

Worksheet 6 Impedance and capacity equations

Step 1: RT from Minor St.	9	12
Conflicting Flows	639	
Potential Capacity	480	
Pedestrian Impedance Factor	1.00	
Movement Capacity	480	
Probability of Queue free St.	0.79	

Step 2: LT from Major St.	4	1
Conflicting Flows	706	
Potential Capacity	902	
Pedestrian Impedance Factor	1.00	
Movement Capacity	902	
Probability of Queue free St.	0.89	

Worksheet 7a - Computation of the effect of Two-stage gap acceptance

Step 3: TH from Minor St.	8	11
Part 1- First Stage		
Conflicting Flows	639	1056
Potential Capacity	474	305
Pedestrian Impedance Factor	1.00	1.00
Cap. Adj. factor due to Impeding mvmnt	1.00	0.89
Movement Capacity	474	271
Probability of Queue free St.	1.00	1.00
Part 2- Second Stage		
Conflicting Flows	1056	706
Potential Capacity	305	442
Pedestrian Impedance Factor	1.00	1.00
Cap. Adj. factor due to Impeding mvmnt	0.89	1.00
Movement Capacity	271	442
Part 3- Single Stage		
Conflicting Flows	1694	1761
Potential Capacity	94	85
Pedestrian Impedance Factor	1.00	1.00
Cap. Adj. factor due to Impeding mvmnt	0.89	0.89
Movement Capacity	83	76
Result for 2 stage process:		
a	0.98	0.98
y	2.08	0.73
C t	264	253
Probability of Queue free St.	1.00	1.00

Worksheet 7b - Computation of the effect of Two-stage gap acceptance

Step 4: LT from Minor St.	7	10
Part 1- First Stage		
Conflicting Flows	639	1056
Potential Capacity	530	338
Pedestrian Impedance Factor	1.00	1.00
Cap. Adj. factor due to Impeding mvmnt	1.00	0.89
Movement Capacity	530	300
Part 2- Second Stage		
Conflicting Flows	1056	722
Potential Capacity	338	485
Pedestrian Impedance Factor	1.00	1.00
Cap. Adj. factor due to Impeding mvmnt	0.89	0.79
Movement Capacity	300	384
Part 3- Single Stage		
Conflicting Flows	1694	1778
Potential Capacity	103	92
Pedestrian Impedance Factor	1.00	1.00
Maj. L, Min T Impedance factor	0.89	0.89
Maj. L, Min T Adj. Imp Factor.	0.92	0.92
Cap. Adj. factor due to Impeding mvmnt	0.92	0.72
Movement Capacity	94	66
Result for 2 stage process:		
a	0.98	0.98
y	2.11	1.08
C t	292	249

Worksheet 10 delay, queue length, and LOS

Movement	1	4	7	8	9	10	11	12
v(vph)		100	67		100			
C m(vph)		902	292		480			
v/c		0.11	0.23		0.21			
95% queue length								
Control Delay		9.5	20.9		14.5			
LOS		A	C		B			
Approach Delay				17.1				
Approach LOS				C				

Unsignalized PM Peak Hour Level-of-Service for the Southern Driveway

HCS: Unsignalized Intersections Release 3.1b

TWO-WAY STOP CONTROL(TWSC) ANALYSIS

Analyst: Tom Munson
Intersection: SC 46 and Southern Driveway
Count Date: Future
Time Period: PM Peak

Intersection Orientation: North-South Major St.

Vehicle Volume Data:

Movements:	2	3	4	5	7	9
Volume:	425	145	210	620	140	210
HFR:	472	161	233	689	156	233
PHF:	0.90	0.90	0.90	0.90	0.90	0.90
PHV:	0.00	0.00	0.00	0.00	0.00	0.00

Pedestrian Volume Data:

Movements:

Flow:
Lane width:
Walk speed:
% Blockage:

Median Type: TWLTL
# of vehicles: 9

Flared approach Movements:

# of vehicles: Eastbound 0
# of vehicles: Westbound 0

Lane usage for movements 1,2&3 approach:

Lane 1			Lane 2			Lane 3		
L	T	R	L	T	R	L	T	R
N	Y	N	N	N	Y	N	N	N

Channelized: N
Grade: 0.00

Lane usage for movements 4,5&6 approach:

Lane 1			Lane 2			Lane 3		
L	T	R	L	T	R	L	T	R
Y	N	N	N	Y	N	N	N	N

Channelized: N
Grade: 0.00

Lane usage for movements 7,8&9 approach:

Lane 1			Lane 2			Lane 3		
L	T	R	L	T	R	L	T	R

Y	N	N	N	N	Y	N	N	N

Channelized: N
Grade: 0.00

Lane usage for movements 10,11&12 approach:

	Lane 1			Lane 2			Lane 3	
L	T	R	L	T	R	L	T	R
N	N	N	N	N	N	N	N	N

Channelized: N
Grade: 0.00

Data for Computing Effect of Delay to Major Street Vehicles:

	Northbound	Southbound
Shared ln volume, major th vehicles:	0	0
Shared ln volume, major rt vehicles:	0	0
Sat flow rate, major th vehicles:	1700	1700
Sat flow rate, major rt vehicles:	1700	1700
Number of major street through lanes:	1	1

Length of study period, hrs: 1.00

Worksheet 4 Critical Gap and Follow-up time calculation.

Critical Gap Calculations:

Movement	4	7	9
t c,base	4.1	7.1	6.2
t c,hv	1.0	1.0	1.0
P hv	0.00	0.00	0.00
t c,g		0.2	0.1
G	0.00	0.00	0.00
t 3,lt	0.0	0.7	0.0
t c,T:			
1 stage	0.00	0.00	0.00
2 stage	0.00	1.00	0.00
t c			
1 stage	4.1	6.4	6.2
2 stage	4.1	5.4	6.2

Follow Up Time Calculations:

Movement	4	7	9
t f,base	2.2	3.5	3.3
t f,HV	0.9	0.9	0.9
P hv	0.00	0.00	0.00
t f	2.2	3.5	3.3

Worksheet 6 Impedance and capacity equations

Step 1: RT from Minor St.	9	12
Conflicting Flows	472	
Potential Capacity	596	
Pedestrian Impedance Factor	1.00	
Movement Capacity	596	
Probability of Queue free St.	0.61	

Step 2: LT from Major St.	4	1
Conflicting Flows	633	
Potential Capacity	959	
Pedestrian Impedance Factor	1.00	
Movement Capacity	959	
Probability of Queue free St.	0.76	

Worksheet 7a - Computation of the effect of Two-stage gap acceptance

Step 3: TH from Minor St.	8	11
Part 1- First Stage		
Conflicting Flows	472	1156
Potential Capacity	562	273
Pedestrian Impedance Factor	1.00	1.00
Cap. Adj. factor due to Impeding mvmnt	1.00	0.76
Movement Capacity	562	207
Probability of Queue free St.	1.00	1.00
Part 2- Second Stage		
Conflicting Flows	1156	633
Potential Capacity	273	476
Pedestrian Impedance Factor	1.00	1.00
Cap. Adj. factor due to Impeding mvmnt	0.76	1.00
Movement Capacity	207	476
Part 3- Single Stage		
Conflicting Flows	1628	1789
Potential Capacity	103	82
Pedestrian Impedance Factor	1.00	1.00
Cap. Adj. factor due to Impeding mvmnt	0.76	0.76
Movement Capacity	78	62
Result for 2 stage process:		
a	0.99	0.99
y	3.75	0.80
C t	206	201
Probability of Queue free St.	1.00	1.00

Worksheet 7b - Computation of the effect of Two-stage gap acceptance

Step 4: LT from Minor St.	7	10
Part 1- First Stage		
Conflicting Flows	472	1156
Potential Capacity	632	303
Pedestrian Impedance Factor	1.00	1.00
Cap. Adj. factor due to Impeding mvmnt	1.00	0.76
Movement Capacity	632	229
Part 2- Second Stage		
Conflicting Flows	1156	669
Potential Capacity	303	513
Pedestrian Impedance Factor	1.00	1.00
Cap. Adj. factor due to Impeding mvmnt	0.76	0.61

Movement Capacity	229	312

Part 3- Single Stage

Conflicting flows	1628	1825
Potential Capacity	113	86
Pedestrian Impedance Factor	1.00	1.00
Maj. L, Min T Impedance factor	0.76	0.76
Maj. L, Min.T Adj. Imp Factor.	0.81	0.81
Cap. Adj. factor due to Impeding mvmnt	0.81	0.49
Movement Capacity	92	42

Result for 2 stage process:

a	0.99	0.99
y	3.94	5.15
C t	227	78

Worksheet 10 delay,queue length, and LOS

Movement	1	4	7	8	9	10	11	12
v(vph)		233	156		233			
C m(vph)		959	227		596			
v/c		0.24	0.68		0.39			
95% queue length								
Control Delay		10.0	53.2		14.9			
LOS		A	F		B			
Approach Delay				30.2				
Approach LOS				D				

SIGNAL97/TEAPAC[Ver 1.00] - Capacity Analysis Summary

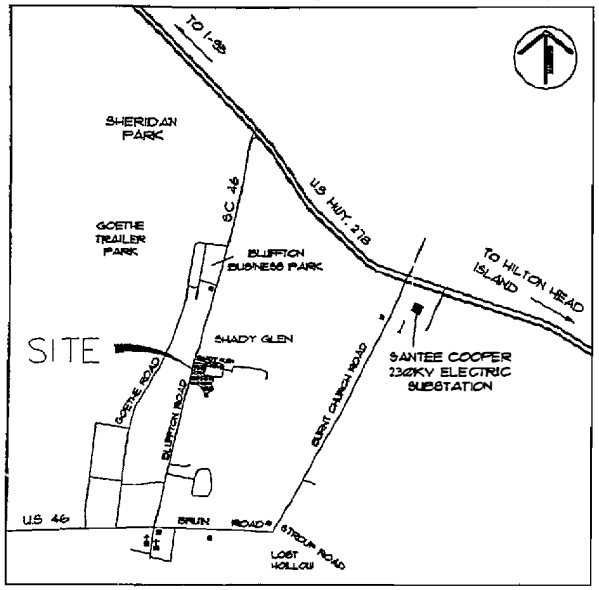
Intersection Averages for Int # 0 - Southern Driveway & SC 46
Degree of Saturation (v/c) 0.49 Vehicle Delay 18.5 Level of Service B

```
          ------------------------------------
Sq 21     | Phase 1  | Phase 2  | Phase 3  |
**/**     ------------------------------------
          |   + * ^  |   +      |      ^   |
          |   + * ++++|   +      |     ++++|
 /|\      |   + *>   |   +      |          |
  |       |   v      |   v      |     ****|
  |       |          |      ^   |     v    |
North     |          |      * +>|       +>|
  |       |          |      * + |       + |
          |          |      * + |       + |
          ------------------------------------
          | G/C=0.267 | G/C=0.373 | G/C=0.227 |
          | G= 24.0"  | G= 33.5"  | G= 20.4"  |
          | Y+R= 4.0" | Y+R= 4.0" | Y+R= 4.0" |
          | OFF= 0.0% | OFF=31.1% | OFF=72.8% |
          ------------------------------------
```

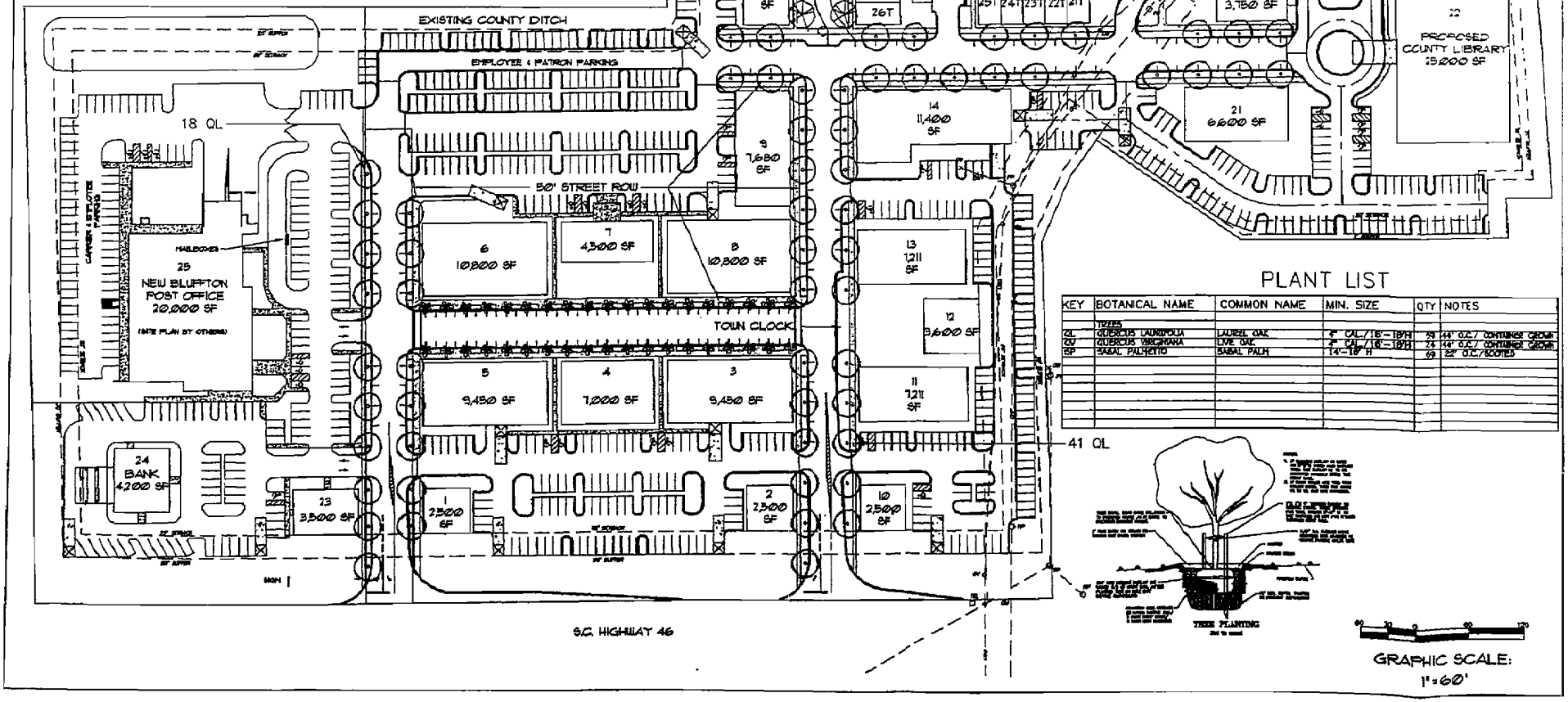
C= 90 sec G= 78.0 sec = 86.7% Y=12.0 sec = 13.3% Ped= 0.0 sec = 0.0%

Lane Group	Width/ Lanes	g/C Reqd	g/C Used	Service Rate @C (vph)	Service Rate @E (vph)	Adj Volume	v/c	HCM Delay	L S	90% Max Queue
N Approach								14.5	B+	
TH	12/1	0.429	0.684	1252	1274	689	0.541	8.8	A	275 ft
LT	12/1	0.240	0.267	293	472	233	0.494	31.5	*C	216 ft
S Approach								23.4	C+	
RT	12/1	0.219	0.644	980	1020	161	0.158	6.7	A	72 ft
TH	12/1	0.335	0.373	560	694	472	0.680	29.0	*C	375 ft
E Approach								20.1	C+	
RT	12/1	0.256	0.539	782	853	233	0.273	12.0	B+	136 ft
LT	12/1	0.204	0.227	206	402	156	0.388	32.3	*C	153 ft

1830



VICINITY MAP
NOT TO SCALE



PLANT LIST

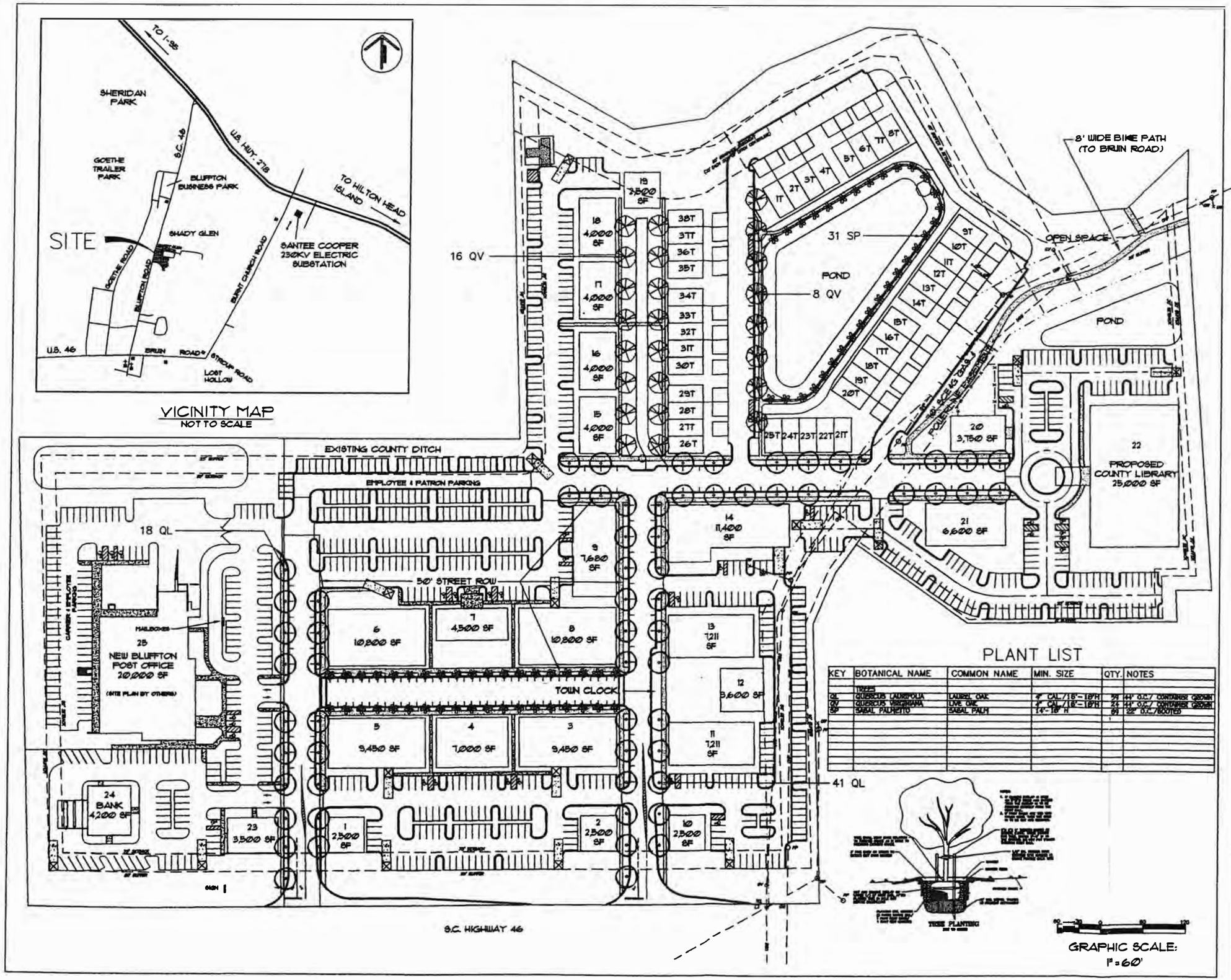
KEY	BOTANICAL NAME	COMMON NAME	MIN. SIZE	QTY	NOTES
	TREES				
QL	QUERCUS LAURIFOLIA	LAUREL OAK	4" CAL./16'-18'H	79	44" O.C./ CONTAINER GROWN
QV	QUERCUS VIRGINIANA	LIVE OAK	4" CAL./16'-18'H	24	44" O.C./ CONTAINER GROWN
SP	SABAL PALMETTO	SABAL PALM	14'-18' H	69	22' O.C./BOOTED

BLU
VI
"A Walkinc
TOWN OF BLUF
FRE
ROWKRIS
FRE
CONNOR
ENGINEERS, F
OCTO
ST
E

BLUFFTON VILLAGE

"A Walking Neighborhood"

TOWN OF BLUFFTON, SOUTH CAROLINA



PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	MIN. SIZE	QTY.	NOTES
	TREES				
QL	QUERCUS LAURIFOLIA	LAUREL OAK	4" CAL./16'-18'H	39	44' O.C./ CONTAINER GROWN
QV	QUERCUS VIRGINIANA	LIVE OAK	4" CAL./16'-18'H	24	44' O.C./ CONTAINER GROWN
SP	SABAL PALMETTO	SABAL PALM	14'-18' H	89	22' O.C./BOOTED

PREPARED FOR:
ROWKRIS DEVELOPMENT, LLC

PREPARED BY:
CONNOR & ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS

OCTOBER 5, 2000

MASTER PUD STREET TREE EXHIBIT

STATE OF SOUTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 712 KEVIN J. FARRIGLIA

EXHIBIT J

Bluffton Village Buffer Standards:

In addition to the required distance, the buffers at adjacent property shall contain appropriate native plant material sufficient to ensure the protection against real or potential incompatibility between adjoining land uses. Existing trees and understory vegetation shall be retained wherever possible with additional native plantings as necessary to achieve the required buffer. If sufficient natural vegetation does not exist, planting requirements for the buffers shall be determined at the time of final development application. The required buffer planting shall be installed on a phase-by-phase basis as development commences.

Bluffton Village Landscaping Standards:

The landscape design philosophy of Bluffton Village is to create an aesthetically attractive and cohesive landscape that:

- Accommodates the urban requirements of a mixed use development,
- Successfully utilizes native plants of the Low country, within the context of a landscape maintained for neatness and quality
- Unifies and blends the entire development by softening the building elements and carrying through a consistent and repetitive theme.

The plantings at Bluffton Village will be designed, installed, and maintained to:

- Incorporate plantings of hardwood trees, shrubs, groundcovers, annuals, perennials, and grasses on the entire development that utilize large shade trees in parking lots, manicured landscape styles in parking lots and adjacent to buildings, and informal plantings between different development areas that blend as a whole.

The landscape design shall be reviewed at the time of final development application. The landscape plantings shall be installed on a phase-by-phase basis as development commences.

EXHIBIT K

BUILDING ELEMENTS & GUIDELINES

The following general provisions apply to all building types. Through these guidelines the Village will achieve an overall harmony of design and place. It is not to be inferred that buildings must look alike to achieve a harmony of style. Harmony of style can be created through proper considerations of scale, proportion, detail, materials, color, site placement and landscaping.

BUILDING ORIENTATION

Buildings shall be oriented so that to the extent feasible, loading areas are in no manner visible from residential districts or from the street.

BUILDING FACADE

Long, unarticulated or blank facades, including but not limited to those characterized by unrelieved repetition of shapes or form, will not be permitted on any facade or portion of facade visible or expected to be visible from a street.

WINDOWS AND DOORS

The pattern and placement, proportions, and materials of windows and doors shall be considered. The primary entrance to the building shall be located on the exterior wall facing the Frontage Street. Plastic glazing is not permitted. If feasible, drive-through windows shall front on a primary street. Use of highly reflective glass is prohibited. Rectangular windows facing the street shall have vertical orientation. Windows and doors may be wood, vinyl or clad. Storefront windows and doors will be true divided lights or simulated divided lights. Casement and single and double hung windows are encouraged. Fixed frame windows shall have a maximum surface area of 36 feet.

PORCHES/COLONNADES/ARCADES

Minimum depth of porches, arcades and colonnades is 8 feet clear. Minimum height is 10 feet clear. Open multi-story verandahs, awing, balconies and enclosed usable space shall be permitted above the colonnade. Colonnades may occur forward of the Build-to-line. Screen porches are not permitted on the ground floor.

BALCONIES

Minimum depth is 3 feet. Minimum clear height above the ground is 10 feet. Balconies may differ in length and width. Balconies may occur forward of the Build-to-line.

BUILDING ELEMENTS & GUIDELINES

COLONNADES/ARCADES

Minimum depth of arcades and colonnades is 8 feet clear. Minimum height is 8 feet clear. Open multi-story verandahs, awing, balconies and enclosed usable space shall be permitted above the colonnade. Colonnades may occur forward of Build-to-line.

AWINGS/MARQUEES

Minimum depth of Awings and Marquees is 5 feet. Minimum clear height is 10 feet. There is no minimum depth of awing above the first floor. Marquees and Awings may occur forward of the Build-to-line. Awings will be made of fabric. High gloss or plasticized fabrics are prohibited.

FENCES AND WALLS

Chain link fences shall be permitted only as a special exception by the Architechual Review Committee (ARC), in areas such as around detention basins as a safety requirement, and as a perimeter buffer around that area deemed necessary by the United States Postal Service, but in any event the chain link fence shall be painted Black or Charleston Green. Permitted materials for walls in all other areas shall be brick, concrete, masonry units with stucco or tabby. Fences, garden walls, or hedges are encouraged for screening and privacy. Locations of fences and screening should be carefully considered.

ROOFS

Applied or uncompleted mansard roofs are prohibited. Flat flush soffit returns (porkchops) are not permitted. Exposed rafter ends and nicely detailed fascias are strongly recommended. Flat roofs and equipment shall not be visible from the street and should be screened with a parapet wall. The use of pitched roofs and roof overhangs is encouraged. Long un-articulated roofs are not permitted.

SHUTTERS

Undersized shutters are prohibited. The shutters must be sized to equal the width that would be required to cover the window opening. Shutters must be operable with all hardware.

COLORS

Predominant color design shall be compatible with Lowcounty or coastal vernacular palate which include traditional historic colors, earth tones (greens, tans, light browns, and terra cotta) grays, pale primary and secondary colors (with less then 50% color value), white and cream tones and oxblood red.

BUILDING ELEMENTS & GUIDELINES

Accent color design (i.e. black, dark blue, grays, and other dark, primary colors) may be used on a limited basis as part of an architectural motif, at the discretion of the ARC.

MATERIALS

Materials shall express their function clearly and shall not appear as materials which are foreign to the character of the building. Building materials not specified below will be permitted or rejected on a case by case basis if the application of such material is incorporated in an architecturally sound design and otherwise meets the objectives of the section.

ROOFS

Permitted roof materials include metal (raised seam, galvanized metal, corrugated metal, copper), shingles (multi-layered asphalt, metal, slate or approved synthetic)

WALLS

Permitted wall finish materials include wood siding, fiber-cement siding (horizontal oriented selection only), concrete masonry units with stucco, reinforced concrete with stucco and brick. Stucco surfaces shall be fine or medium sand float finish as defined by the Portland Cement Association. The configuration of materials shall conform to traditional or historic uses that these materials are meant to emulate.

COLUMNS, ARCHES, PIERS, & PORCHES

Columns shall be brick, wood, cast iron, reinforced fiberglass, or concrete with smooth finish. Arches shall be brick, concrete masonry units with stucco or reinforced concrete with stucco. Porches (railings and balustrades) shall be wood or wrought iron. Columns and piers shall be spaced no further apart than they are tall. Columns shall have a minimum normal width of 6 inches.

EXHIBIT L

	PHASE I	SF RANGE			20-30%	20-40%	15-40%	5-10%					
BLD LOT #	DESCRIPTION	COMMENTS	SQ. FT.	FLRS	CIVIC PUBLIC USE	RETAIL	OFFICE-PROFESSIONAL	RESTAURANT	TAXABLE @$120SF	6/01	1/02	4/02	7/02
10	RETAIL SITE	High Visibility-At corner	2,500	1		2,500			$300,000.00	X			
11	RETAIL & OFFICE	Key Building - Next to Farmers Market & Towne Clock	8,900	2		3,000	4,450	1,450	$1,068,000.00				X
12	TOWN CLOCK FARMERS MARKET	Community Owned	3,750	1			3,750		$450,000.00	X			
13	RETAIL & OFFICE	Key Building - Next to Farmers Market & Towne Clock	8,900	2		4,450	4,450		$1,068,000.00				X
13 A	RETAIL	Excellent Strip Shopping Center	11,400	1		9,400		2000	$1,368,000.00		X		
14	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000.00		X		
15	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000.00	X			
16	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000.00		X		
17	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000.00	X			
18	PAVILION	Key Location - Used for either Pool Pavilion or Office	2,500	1			2,500		$300,000.00		X		
19	DAYCARE	Next to Library	3,750	1	3,750				$450,000.00	X			
20	BLUFFTON TOWN HALL OR OPEN SPACE	subject to acceptance of Town		2/3					$0.00				
21	BEAUFORT COUNTY LIBRARY	being designed by architects	25,000	1	25,000				$0.00		X		
22	RETAIL	corner location at entrance to new post office	3,500	1		3,500	3,500		$420,000.00	X			
23	BANK	excellent high traffic area/3 drive thrus	4,200	1		4,200			$504,000.00	X			
24	BLUFFTON POST OFFICE	3,000 individual boxes - opens spring 2001	20,000	1	20,000				$2,500,000.00	X			
			110,400		48,750	27,050	34,650	2,000	$10,048,000.00				
					23%								
	TOWN HOMES	38units - 24x89 lots/ w/2 car garage w/ dependency above									1/2		1/2
	TOWN HOMES							TOWN HOMES 38 @$185K	$7,030,000.00				

	PHASE II				5-20%								
BLD LOT #	DESCRIPTION	COMMENTS	SQ. FT.	FLOORS	MULTI FAMILY	RETAIL	OFFICE-PROFESSIONAL	RESTAURANT	TAXABLE @$120SF				
1	RETAIL		2,500	1		2,500			$300,000.00				
2	RETAIL		2,500	1		2,500	2,000		$300,000.00				
3	RETAIL/OFFICE/MF		18,200	2	9,000	6,000	3,000		$2,184,000.00				
4	RETAIL/OFFICE/MF		6,500	1				3,500	$780,000.00				
5	RETAIL/OFFICE/MF		18,200	2	9,000	3,000	6,000		$2,184,000.00				
6	RETAIL/OFFICE/MF		21,500	2	10,000	5,000	2,500	2,500	$2,580,000.00				
7	RESTAURANT		4,500	1				4,500	$540,000.00				
8	RETAIL/OFFICE/MF		21,500	2	10,000	1,500	6,000	2,500	$2,580,000.00				
9	RETAIL/OFFICE		7,000	1			6,500		$840,000.00				
			102,400						$12,288,000.00				
			110,400										
			212,800		38,000	20,500	28,000	13,000					
	29.29 ACRES					27,050	34,650	2,000					
					38,000	47,550	60,650	15,000					
					18%	22%	28.52%	7%					
		PHASE I	$10,048,000.00										
		TOWNHOMES	$7,030,000.00										
		PHASE II	$12,288,000.00										
			$29,366,000.00										

BLUFFTON VILLAGE - BUILD OUT & BREAKDOWN ESTIMATE

	PHASE I	SF RANGE			20-30%	20-40%	16-40%	6-10%					
BLD LOT #	DESCRIPTION	COMMENTS	SQ. FT.	FLRS	CIVIC PUBLIC USE	RETAIL	OFFICE-PROFESSIONAL	RESTAURANT	TAXABLE #-@$120SF	9/01	1/02	4/02	7/02
10	RETAIL SITE	High Visibility-At corner	2,500	1		2,500			$300,000.00	X			
11	RETAIL & OFFICE	Key Building - Next to Farmers Market & Towne Clock	8,900	2		3,000	4,450	1,450	$1,068,000 00				X
12	TOWN CLOCK FARMERS MARKET	Community Owned	3,750	1			3,750		$450,000 00	X			
13	RETAIL & OFFICE	Key Building - Next to Farmers Market & Towne Clock	8,900	2		4,450	4,450		$1,068,000.00				X
13 A	RETAIL	Excellent Strip Shopping Cent r	11,400	1		9,400		2000	$1,368,000.00		X		
14	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000 00		X		
15	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000.00	X			
16	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000 00		X		
17	PROFESSIONAL	Office/Medical	4,000	1			4,000		$480,000 00	X			
18	PAVILION	Key Location - Used for either Pool Pavillion or Office	2,500	1			2,500		300,000 00		X		
19	DAYCARE	Next to Library	3,750	1	3,750				$450,000.00	X			
20	BLUFFTON TOWN HALL OR OPEN SPACE	subject to acceptance of Town		2/3					$0.00				
21	BEAUFORT COUNTY LIBRARY	being designed by architects	25,000	1	25,000				$0.00		X		
22	RETAIL	corner location at entrance to new post office	3,500	1		3,500	3,500		$420,000.00	X			
23	BANK	excellent high traffic area/3 drive thrus	4,200	1		4,200			$504,000.00	X			
24	BLUFFTON POST OFFICE	3,000 indi idual boxes - opens spring 2001	20,000	1	20,000				$2,500,000.00	X			
			110,400		48,750	27,050	34,650	2,000	$10,048,000.00				
					23%								
	TOWN HOMES	38units - 24x89 lots/ w/2 car garage w/ dependency above									1/2		1/2
	TOWN HOMES							TOWN HOMES 38 @$185K	$7,030,000.00				
	PHASE II				5-20%								
BLD LOT #	DESCRIPTION	COMMENTS	SQ. FT.	FLOORS	MULTI FAMILY	RETAIL	OFFICE-PROFESSIONAL	RESTAURANT	TAXABLE #-@$120SF				
1	RETAIL		2,500	1		2,500			$300,000.00				
2	RETAIL		2,500	1		2,500	2,000		$300,000 00				
3	RETAIL/OFFICE/MF		18,200	2	9,000	6,000	3,000		$2,184,000 00				
4	RETAIL/OFFICE/MF		6,500	1				3,500	$780,000 00				
5	RETAIL/OFFICE/MF		18,200	2	9,000	3,000	8,000		$2,184,000.00				
6	RETAIL/OFFICE/MF		21,500	2	10,000	5,000	2,500	2,500	$2,580,000 00				
7	RESTAURANT		4,500	1				4,500	$540,000.00				
8	RETAIL/OFFICE/MF		21,500	2	10,000	1,500	6,000	2,500	$2,580,000.00				
9	RETAIL/OFFICE		7,000	1			6,500		$840,000.00				
			102,400						$12,288,000.00				
			110,400										
			212,800		38,000	20,500	26,000	13,000					
	29.29 ACRES					27,050	34,650	2,000					
					38,000	47,550	60,650	15,000					
					18%	22%	28.52%	7&					
		PHASE I	$10,048,000.00										
		TOWNHOMES	$7,030,000.00										
		PHASE II	$12,288,000.00										
			$29,366,000.00										

EXHIBIT M

Wastewater Construction Permit
Bureau of Water

D H E C
PROMOTE PROTECT PROSPER
South Carolina Department of Health and Environmental Control

1839

Permission is hereby granted to: Rowkris Development, LLC
10 Plantation Drive
Hilton Head, SC 29925

for the construction of a sanitary sewer system in accordance with the construction plans, specifications, engineering report and the Construction Permit Application signed by John C. Williams, Registered Professional Engineer, S.C. Registration Number: 11305.

Project Name: BLUFFTON VILLAGE PHASE 1 **County:** Beaufort
Location: Highway 46, Bluffton

Project Description: Installation of 3544 LF of 8" PVC, 180 LF of 8" DIP, 397 LF of 6" PVC forcemain, 1 lift station, 20 manholes and all necessary appurtenances to serve 13 taps.

The wastewater will be discharged to the BJW&SA/BLUFFTON treatment facility, (ND Permit ND0069191) at a design flow rate of 16450 gallons per day.

Special Conditions:

1. Before final approval to place in operation can be granted, the local EQC District Office must receive written notification from the Office of Ocean and Coastal Resource Management that all conditions of their certification have been met.
2. This construction permit is being issued based on the technical review being provided by the BJW&SA under the Delegated Review Program. An approval to place in operation will not be granted if there are certain deficiencies that are noted regarding the requirements of R.61-67.

In accepting this permit, the owner agrees to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection.

This is a permit for construction only and does not constitute State Department of Health and Environmental Control approval, temporary or otherwise, to place the system in operation. An Approval to Place in Operation is required and can be obtained following the completion of construction by contacting the EQC Low Country District Office at (843) 522-9097. Additional permits may be required prior to construction (e.g., stormwater).

Permit Number: 25,877-WW
Date of Issue: September 19, 2000
Expiration Date: Construction must begin prior to September 20, 2002 and be completed prior to September 19, 2003, or this permit will expire.

Jeffrey P. deBessonet, P.E., Director
Water Facilities Permitting Division

RMC(DRP(c))

Water Supply Construction Permit
Bureau of Water

DHEC
PROMOTE PROTECT PROSPER
South Carolina Department of Health and Environmental Control

1840

Permission is hereby granted to: Rowkris Development LLC
10 Plantation Drive
Hilton Head, SC 29925

for the construction of a distribution system in accordance with the construction plans, specifications, design calculations and the SC DHEC Construction Permit Application signed by John C. Williams, Registered Professional Engineer, S.C. Registration Number: 11305.

Project Name: BLUFFTON VILLAGE PHASE 1 **County:** Beaufort
Location: Highway 46, Bluffton

Project Description: Installation of 2077 LF of 10" PVC, 252 LF of 10" DIP, 1745 LF of 6" PVC 126 LF of 6" DIP, 275 LF of 2" PVC, 8 fire hydrants and all necessary appurtenances to serve 15 taps.

Service By: The water will be provided by BJW&SA (System Number: 0720003).

Special Conditions:

1. Final operational approval cannnot be granted until the local EQC District Office receives written notification from the Bureau of Ocean and Coastal Resource Management that all conditions of their certification have been met.
2. This construction permit is being issued based on the technical review being provided by the BJW&SA under the Delegated Review Program. An approval to place in operation will not be granted if there are certain deficiencies that are noted regarding the requirements of R.61-58.
3. Any connection to the plug(s) shown must be approved under a separate construction permit, excluding individual service connections as defined in Regulation 61-58, Section R.61-58.1(B)(11).
4. All materials/products that contact potable water must be third party certified as meeting the specifications of ANSI/NSF Standard 61.
5. All mains shall be detectable within three (3) feet with electronic locating equipment. Nonmetallic pipes shall be installed with copper wire or other means of detection.

In accepting this permit, the owner agrees to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection.

This is a permit for construction only and does not constitute State Department of Health and Environmental Control approval, temporary or otherwise, to place the system in operation. An Approval to Place in Operation is required and can be obtained following the completion of construction by contacting the EQC Low Country District Office at (843) 522-9097. Additional permits may be required prior to construction (e.g., stormwater).

Permit Number: 14,914-WS
Date of Issue: September 19, 2000
Expiration Date: Construction must be completed prior to September 20, 2002, or this permit will expire.

Jeffrey P. deBessonet, P.E., Director
Water Facilities Permitting Division

BMC(DRP(c))

SCE&G
A SCANA COMPANY

December 2, 1999

Ms. Susan Boyd
Connor & Associates, Inc.
P. O. Box 381
Bluffton, SC 29910

RE: Electric & Gas Service
Bluffton Village (Burr Tract) - Bluffton

Dear Ms. Boyd:

South Carolina Electric and Gas Company will be able to provide electric and gas service to the above referenced development.

Please submit plans for the development as soon as possible so that all engineering requirements can be met.

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

We will be looking forward to working with you on this project. If we may be of any further assistance, please don't hesitate to call me at 525-7787.

Sincerely,

Kenneth L. Ackerman, III
Local Manager
Electric Service

South Carolina Electric & Gas Co.
N. Jacob Smart Blvd.
Office Box 670
ageland, South Carolina
936
726.8161
ec. Operations 843.525.7785
843.717.2143
scana.com

KLA/cd

cc: David Tempel
Michael O'Farrell
Randy Benton

D H E C

PROMOTE PROTECT PROSPER

1842

OFFICE OF OCEAN & COASTAL
RESOURCE MANAGEMENT
1113 Newcastle Street, PO Box 587
Beaufort, SC 29901

Christopher L. Brooks, Bureau Chief
(803) 524-6885
(fax)(803) 524-4839

November 17, 1999

Mr. JC Williams
PO Box 381
Bluffton, SC 29910

Re: Bluffton Village
Conceptual Master Plan
Beaufort County

Dear Mr. Williams:

The staff of SCDHEC-OCRM has reviewed the draft preliminary master plan for the above referenced project and it does meet our initial planning requirements. However, OCRM will require that a wetland master plan and a final stormwater master plan be submitted for the entire project prior to certification of the first phase of development.

The certification staff at OCRM does not object to Beaufort County proceeding with conceptual master plan review for this project; however, before any individual planning for development or before any construction may occur, the office of OCRM will require that a land disturbance permit (per S.C. Stormwater Management and Sediment Reduction Act)be obtained.

All development shall be consistent with the S.C. Stormwater Management and Sediment Reduction Act and the S.C. Coastal Zone Management Program. Because of the proposed amount of disturbance within the project, the stormwater management regulations require the engineer to design the basins and provide calculations to meet a removal efficiency of 80 percent for suspended solids or 0.5 ML/L peak settleable concentration, which ever is less. A specific sequence of construction operations must also be approved by this office prior to certification. The disposition of any archeological and/or historic areas on the site shall be addressed prior to the issuance of any land disturbance permits. If you have any questions or comments regarding this review, please do not hesitate to contact our office.

Sincerely,

Billy Webster

Billy Webster
Engineer Associate III

cc: Mr. Stephen Snyder
Mr. Joseph Fersner, PE

BW/mastaw10/bw

Bluffton Telephone Co.
INCORPORATED

November 15, 1999

Susan Boyd
Connor and Associates
P.O. Box 381
Bluffton S.C. 29910

Subject: Service Commitment
Bluffton Village (Burr Tract)

Dear Ms. Boyd

We intent to offer all telephone and cable television service to this development. All the fiber optics and cables are in the vicinity for service to this site. Once the development plan is submitted we will require a formal "Letter of Request" for service, a "Project Application Form" and all necessary Easements completed before construction starts.

If you have additional requirements please let me know.

Thank You,

Sincerely,

Tommy W. Brown
Engineering Construction Supervisor
Bluffton Project Manager

111 Bluffton Road • P.O. Box 346 • Bluffton, South Carolina 29910-0346 • (803) 815-2211

A Company of Hargray Communications Group

1844

COUNTY COUNCIL OF BEAUFORT COUNTY
Beaufort County Development Division
Multi Government Center ✦ 100 Ribaut Road
Post Office Drawer 1228, Beaufort, SC 29901-1228
FAX: (843) 470-2686

Robert E. Klink, P.E. County Engineer Ph. 470-2685
Arthur L. Cummings, C.B.O. Building Codes Director Ph. 470-2684
Dan Morgan G.I.S. Coordinator Ph. 470-2660
Thomas D. Wilson Planning Director Ph. 470-2724
Walter R. Fielding Zoning & Development Administrator Ph. 470-2761

November 19, 1999

Carol Tank, Planning Director
LCOG
P.O. Box 98
Yamassee, SC 29905

Re: **Bluffton Village, Hwy 46, Tax Parcels: 600-39-51B & 51C**

Dear Carol:

We have reviewed the preliminary Master Plan for Bluffton Village. Given the understanding that final construction drawings must meet minimal County and State requirements, we note no significant impact that would warrant our disapproval of the rezoning required to establish this Planned Unit Development.

If there are any questions regarding this, please let us know.

Sincerely,

Robert E. Klink

Robert E. Klink, P.E.
County Engineer

cc: J. C. Williams, Connor & Associates

(a:\genoff\develop\00-10.doc)

BJWSA
BEAUFORT - JASPER WATER & SEWER AUTHORITY

POST OFFICE BOX 2149 / BEAUFORT, SOUTH CAROLINA 29901-2149
6 SNAKE ROAD, OKATIE, SC 29910
843/987/9292 FAX 843/987/9293
Customer Service 843/987/9200
Operations & Maintenance 843/987/9220 • Engineering 843/987/9250

DEAN MOSS, General Manager

1845

November 17, 1999

Mr. Allen B. Ward, P.E.
Connor & Associates, Inc.
Post Office Box 381
Bluffton, South Carolina 29910

Re: Bluffton Village, Highway 46

Dear Allen:

We have received your conceptual master plan for the above referenced project and approve the concept as proposed. Wastewater service is available via the existing gravity sewer system in Shady Glen. Water service is available via our existing waterline on Highway 46. There is sufficient water and wastewater capacity to accommodate this development.

The project will require SC DHEC construction permits for water and wastewater. Please provide two sets of plans and calculations for review and approval under our Delegated Review program.

If you require additional information, please do not hesitate to contact me.

Sincerely,

Bruce Baxley
Senior Design Engineer

BB:mm

MICHAEL L. BELL, CHAIRMAN
JOHN L. BALLANTYNE, VICE CHAIRMAN
CHARLENE C. COOLER, SECRETARY/TREASURER
THOMAS C. DAVIS
WILLIAM P. HENDRICKS
THADDEOUS Z. COLEMAN
JOHN R. PHILLIPS
JAMES A. CARLEN III
JOHN D. ROGERS

1846

COUNTY COUNCIL OF BEAUFORT COUNTY
EMERGENCY MANAGEMENT
Law Enforcement Center P.O. Drawer 1228
Beaufort, South Carolina 29901-1228
Phone: (843) 470-3100 Fax: (843) 470-3054

November 16, 1999

Ms. Carol Tank
Town of Bluffton
P.O. Box 386
Bluffton, S.C. 29910

RE: Bluffton Village, Hwy 46
Tax parcels R600 039 000 051B
and 51C

Dear Ms. Tank:

Preliminary review of the Master Plan of Bluffton Village indicates no significant impact that would warrant disapproval by the Beaufort County Emergency Management Department. Before a final approval can be given by this office, a site plan showing proposed street names and addressing schedule must be submitted to the Beaufort County Addressing Center, thus assuring the addressing plan is consistent with county addressing standards and no duplication of names will occur.

Should you have any questions or concerns regarding this issue, we can be reached at 470-3134.

Sincerely,

William M. Winn, Jr. - Director
Beaufort County Emergency
Management Department

WWJr/sjd

\common rank.doc

PROFESSIONALLY WE SERVE; PERSONALLY WE CARE!

CEIVED NOV 2 2 1999 847

DAVIS, TUPPER & GRIMSLEY, L.L.P.
ATTORNEYS AT LAW
POST OFFICE BOX 2055
611 BAY STREET
BEAUFORT, SOUTH CAROLINA 29901-2055

HUTSON S. DAVIS, JR.
RALPH E. TUPPER *
JAMES A. GRIMSLEY, III
ERIN D. DEAN
R. GERALD CHAMBERS, JR.
VIRGINIA D. MEEKS **

* ALSO MEMBER N.Y. BAR
** LL.M. IN ESTATE PLANNING

TELEPHONE
(843) 524-1116

FACSIMILE
(843) 524-1463

INTERNET
dtgs@Hargray.com

November 18, 1999

Ms. Carol Tank
Town of Bluffton
PO Box 386
Bluffton, SC 29910

Re: Bluffton Village, Highway 46
Tax Parcels 600-39-51B and 51C

Dear Ms. Tank:

This letter is in response to a request made by Connor & Associates, Inc., to the Beaufort County School District for its input / comment regarding the above proposed Planned Unit Development (PUD) application currently pending before the Town of Bluffton.

As is perhaps obvious, the Beaufort County School District is affected by any residential development which occurs within the boundaries of the District due to the potential of additional school-age children moving into the area being developed. Any such development has a direct impact on existing school facilities – in this instance, in the Bluffton area. A significant increase in school-age population resulting from further residential development most likely will necessitate the District's acquisition of additional property and construction of additional public school facilities.

We trust this is helpful to you in regard to the above. Feel free to contact the District (Don Altman, AAG, @ 843 // 986-0031) if you have any questions or need further information.

Sincerely,

DAVIS, TUPPER & GRIMSLEY

James A. Grimsley III

cc Mr. Herman Gaither, Superintendent
Mr. Don Altman, AAG
Connor & Associates, Inc.

Fax: (843) 757-7305

(843) 757-4041
or
(843) 757-2800

1848

BLUFFTON TOWNSHIP FIRE DISTRICT

P.O. BOX 970
BLUFFTON, SOUTH CAROLINA 29910

PRELIMINARY FIRE PROTECTION APPROVAL

ProjectName: **Bluffton Village**
Address: **Bluffton Road**

Closest street intersection and/or landmark: **Bluffton Road & Shady Glen Drive**

Fire protection is available and adequate (X), or is not available ( ) to serve the above location. The closest Fire Station is approximately 2 miles from the site and response time is approximately 1 minute.

PRELIMINARY APPROVAL ONLY, NO DEVELOPMENT OR CONSTRUCTION AT THIS TIME. PLANS SHALL BE SUBMITTED TO THIS OFFICE FOR FINAL APPROVAL.

Nov. 16, 1999
(Date)

(Official's Signiture)

Clay M. Graves / Fire Marshall
(Official's Name/Title Print or Type)

Bluffton Township / Beaufort County
(City or County Name)

BJWSA
BEAUFORT - JASPER WATER & SEWER AUTHORITY

POST OFFICE BOX 2149 / BEAUFORT, SOUTH CAROLINA 29901-2149
6 SNAKE ROAD, OKATIE, SC 29910
843/987/9292 FAX 843/987/9293
Customer Service 843/987/9200
Operations & Maintenance 843/987/9220 • Engineering 843/987/9250

DEAN MOSS, General Manager

1849

November 17, 1999

Mr. Allen B. Ward, P.E.
Connor & Associates, Inc.
Post Office Box 381
Bluffton, South Carolina 29910

Re: Bluffton Village, Highway 46

Dear Allen:

We have received your conceptual master plan for the above referenced project and approve the concept as proposed. Wastewater service is available via the existing gravity sewer system in Shady Glen. Water service is available via our existing waterline on Highway 46. There is sufficient water and wastewater capacity to accommodate this development.

The project will require SC DHEC construction permits for water and wastewater. Please provide two sets of plans and calculations for review and approval under our Delegated Review program.

If you require additional information, please do not hesitate to contact me.

Sincerely,

Bruce Baxley
Senior Design Engineer

BB:mm

MICHAEL L. BELL, CHAIRMAN
JOHN L. BALLANTYNE, VICE CHAIRMAN
CHARLENE C. COOLER, SECRETARY/TREASURER
THOMAS C. DAVIS
WILLIAM P. HENDRICKS
THADDEOUS Z. COLEMAN
JOHN R. PHILLIPS
JAMES A. CARLEN III
JOHN D. ROGERS

EXHIBIT N

CONNOR & ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS

1851

September 25, 2000

Mr. Bruce Behrens, Manager
Town of Bluffton
20 Bridge Street
Bluffton, SC 29910

Subject: **Bluffton Village**
Adjacent Property Owner Notification

CONNOR & ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS

1852

September 25, 2000

Mr. Bruce Behrens, Manager
Town of Bluffton
20 Bridge Street
Bluffton, SC 29910

Subject: **Bluffton Village**
Adjacent Property Owner Notification

Dear Mr. Behrens:

Our office mailed the attached notice to property owners adjacent to the Bluffton Village site on September 20, 2000. Recipients are listed in the attached table. Certified mail receipts can be provided upon your request.

Kindest regards.

Carol V. Skinner

Carol V. Skinner
Administrative Assistant

P.O. BOX 381
BLUFFTON, SOUTH CAROLINA 29910
(843) 837-5250
FAX (843) 837-2558

6001 CHATHAM CENTER DRIVE, SUITE 170
SAVANNAH, GEORGIA 31405-1324
(912) 944-0994
FAX (912) 238-0882

Tax I.D. #	Name	Address	City	ST	Zip
600-39-53C	William R. Findley	9 Alley Opp Lane	Bluffton	SC	29901
600-39-53	William R. Findley	9 Alley Opp Lane	Bluffton	SC	29910
600-39-51D	Johnny R. Greene	1 Ulmer Drive	Bluffton	SC	29910
600-39-51A	Lake Linden Home Owners, Assoc., Inc.	140-1C Beach City Rd.	Hilton Head	SC	29926
600-39-51	Johnny R. Greene	1 Ulmer Drive	Bluffton	SC	29910
600-39-493	Rodney & Helen Jenkins JTROS	P.O. Box 650	Bluffton	SC	29910
600-39-380	Marc A. Grant	158 Lake Linden Dr.	Bluffton	SC	29910
600-39-379	Jimmy M. & Tammy S. Campos JTROS	154 Lake Linden Dr.	Bluffton	SC	29910
600-39-378	Daniel S. & Michele C. Grochowal JTROS	152 Lake Linden Dr.	Bluffton	SC	29910
600-39-377	Donald L. & Cynthia F. Cox JTROS	150 Lake Linden Dr.	Bluffton	SC	29910
600-39-376	Kurt L. & Christy C. Kleymeyer JTROS	148 Lake Linden Dr.	Bluffton	SC	29910
600-39-375	Donald K. & Karen D. Heusty JTROS	146 Lake Linden Dr.	Bluffton	SC	29910
600-39-374	Michael J. & Doris M. Beishir JTROS	144 Lake Linden Dr.	Bluffton	SC	29910
600-39-373	David G. & Kristina M. Onorato JTROS	142 Lake Linden Dr.	Bluffton	SC	29910
600-39-372	John R. & Vivian M. Saritelli JTROS	140 Lake Linden Dr.	Bluffton	SC	29910
600-39-371	Richard Dobson Builders, Inc	739 Thimble Shoals Blvd. Suite 105	Newport News	VA	23606
600-39-370	Joseph R. & Judy A. Pontarelli	136 Lake Linden Dr.	Bluffton	SC	29910
600-39-339	Leonord P. Hawkes, Jr.	P.O. Box 1269	Bluffton	SC	29910
600-39-227	Joseph E. & Joy D. Buchles JTROS	P.O. Box 230	Bluffton	SC	29910
600-39-227A	Joseph E. & Joy D. Buchles JTROS	P.O. Box 230	Bluffton	SC	29910
600-39-222	BWC, LLC MSMA LLC	30 Porcher Rd.	Bluffton	SC	29910
600-39-220	Paul H. Taylor, Jr.	P.O. Box 530	Beaufort	SC	29901
600-39-219	Paul H. Taylor, Jr.	P.O. Box 530	Beaufort	SC	29901
600-39-215	Gabriel C. Fornari, Jr. C/O William F. Marscher II	P.O. Box 769	Bluffton	SC	29910
600-39-207	John & Julie Giljam, JTROS	31 Hawkes Road	Bluffton	SC	29910
610-39B-122	Philip J III & Linda L. Folan	34 Drayson Circle	Bluffton	SC	29910
610-39B-121	Florence B. Cody	36 Drayson Circle	Bluffton	SC	29910
610-39B-120	Susan O.Deluach	38 Drayson Circle	Bluffton	SC	29910
610-39B-119	Kevin & Rose M. Adams	7 Drayson Circle	Bluffton	SC	29910
610-39-51B	Gillian Burr	16 Dogwood Dr.	Annadale	NJ	08801
610-39-51C	Gillian Burr	16 Dogwood Dr.	Annadale	NJ	08801

PUBLIC HEARING NOTICE

TO: ALL OWNERS OF RECORD OF REAL PROPERTY ADJACENT TO BLUFFTON VILLAGE (TAX PARCELS 600-39-51B, 600-39-51C AND 600-39-51F), BEAUFORT COUNTY, SOUTH CAROLINA

FROM: ALLEN B. WARD
CONNOR & ASSOCIATES
(AGENT FOR ROWKRIS DEVELOPMENT, LLC)

SUBJECT: MEETINGS SCHEDULE

SEPTEMBER 27, 2000: PLANNING COMMISSION MEETING

SEPTEMBER 30, 2000, 9 A.M.:

1. 2ND PUBLIC WORKSHOP FOR BLUFFTON VILLAGE
2. 2ND PUBLIC HEARING ON DEVELOPMENT
3. 1ST PUBLIC HEARING ON PUD

OCT. 11, 2000: TOWN COUNCIL

1. 2ND PUBLIC HEARING ON DEVELOPMENT AGREEMENT
2. FINAL READING:
   - A) ANNEXATION PETITION
   - B) DEVELOPMENT AGREEMENT
   - C) PUD

CC: BRUCE BEHRENS (TOWN OF BLUFFTON)

The Meetings will be held in the Bluffton Town Hall, 20 Bridge Street, Bluffton, SC. Parties interested in this application may appear at this time. For more information, contact the Town offices at 843-757-2642.

EXHIBIT O

COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY JOINT PLANNING BOARD
Multi Government Center • 100 Ribaut Road, Room 260
Post Office Drawer 1228, Beaufort, SC 29901-1228
Phone: (803) 525-7138 • FAX: (803) 525-7113

1856

November 16, 1999

Ms. Susan Boyd
Connor & Associates
P.O. Box 381
Bluffton, S.C. 29910

RE: Bluffton Village (Burr Tract)
Archaeological Permit of Approval

Dear Susan:

I am writing in response to your request for an archaeology review for the Bluffton Village project located within the Town of Bluffton. I remind that this is a courtesy review since I have no jurisdiction in the Town of Bluffton.

An extensive examination of existing documentation has been conducted. The documents examined include the *Cartographic Survey of Historic Sites in Beaufort County, South Carolina; A Comprehensive Bibliography of South Carolina Archaeology;* copies on file with Beaufort County of the topographic maps located at the South Carolina Institute of Archaeology and Anthropology (SCIAA) that identify recorded archaeological sites in Beaufort County; copies of the records of all the archaeological properties listed in the National Register of Historic Places in Beaufort County; and all other documentation maintained by the Beaufort County Planning Department regarding archaeological and historic resources.

While no identified archaeological sites were found during this examination, this does not mean that there are no archaeological resources on the property. There may be identified sites located in the SCIAA site files that are not on file with Beaufort County or there may be sites identified at other repositories as well. In addition, I remind you that this opinion does not satisfy any federal, State of South Carolina, or local ordinances that may require archaeological review.

I suggest that you cease work and notify the S.C. State Historic Preservation Office immediately if archaeological or paleontological materials are encountered prior to or during construction. Archaeological remains consist of any materials one hundred years or older made, or altered, by man which remain from past historic or prehistoric times. Examples include pottery fragments, metal, wood, arrowheads, stone implements or tools, human burials, historic docks, structures, or non-recent vessel remains. Paleontological remains consist of prehistoric animal remains, original or fossilized, such as teeth, tusks, bone, or entire skeleton.

If I can be of further assistance please call me at 843/470-2727.

Sincerely,

Ian D. Hill
Historic Preservationist

EXHIBIT P

ROWKRIS DEVELOPMENT, LLC.

1858

HAND DELIVERED

October 14, 1999

The Honorable H. Emmett McCracken
Mayor of The Town of Bluffton
Town Hall
Bluffton, SC 29910

RE: 25.38 ACRES - SC 46 - TOWN OF BLUFFTON - BEAUFORT COUNTY, SC

Dear Mayor McCracken:

Rowkris Development is in the process of developing the above referenced tract according to the requirements contained in Section 5.8, and other relevant sections, of the Town of Bluffton Zoning Ordinance. The United States Postal Service has designated 5.32+/- acres of this site as the location for the new 18,500 square foot Bluffton Post Office. It is our intention to develop the remaining 20+/- acres as a fully integrated, mixed-use pedestrian oriented neighborhood. Among the uses contemplated are retail, office and residential. In addition we have designated a section of the project, which has a working name of "Bluffton Village", for a public building whose size could be up to 25,000 square feet. It is anticipated that this building would front on a planned pond, and have pedestrian accessibility via roads, sidewalks and bike paths.

On behalf of my firm, I would like to offer to donate this portion of Bluffton Village to the Town of Bluffton, for the use of the community, subject only to architecture compatible with the overall plan, a pre determined building use, and a reverter provision in the Deed should that use ever cease. While we are offering to donate the ground necessary for the building, entrance road, parking, storm water management, and buffer areas, we would ask for consideration in the overall improvement costs. This offer is, of course, subject to final PUD approval by the Town Council.

We anticipate making formal application to the appropriate review boards within the next sixty days. We look forward to working with the Town and creating a neighborhood center that will reflect on the overall quality of Bluffton and its people.

Please advise if there is any interest in this offer of donation and I will start the process of drafting the necessary documents.

Sincerely,

L. Stetson Rowles, Jr.
President

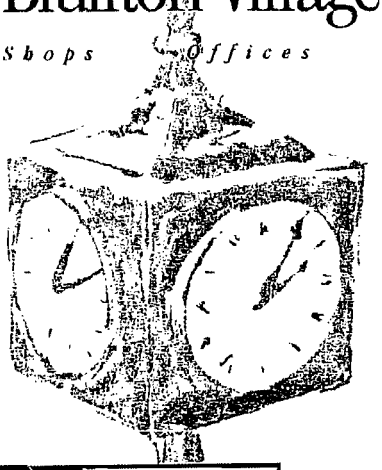
LSR:em
cc: The Honorable Henry Johnston, Mayor Pro Tempor
Mark S. Simpson, Esquire

10 PLANTATION DRIVE, HILTON HEAD ISLAND, SC 29928
843-363-6514 • 843-363-6513 (FAX)

EXHIBIT Q

Bluffton Village . . . who said you can't go home again?

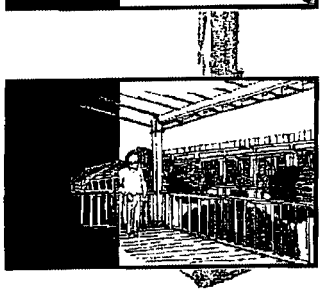
Shops Offices Medical Townhomes Restaurants



1860

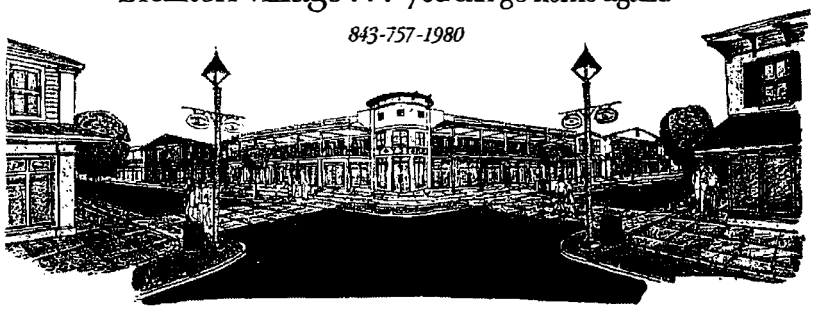
Bluffton Village can take you there. This classic traditional neighborhood setting will offer a full array of unique retail shops, professional and medical space, banks, restaurants and cafes with outdoor dining. Customized space from 200-20,000 square feet is available for lease or purchase.

In addition to a bustling business community, the future of Bluffton Village includes townhomes and residences reminiscent of Charleston, Savannah and downtown Beaufort. Remember going "into town" for the day? First stop - the library, the post office, the bank, lunch at your favorite restaurant, Dad's office, Mom's favorite dress shop and the hardware store (everyone's favorite). Bluffton Village will bring you and your business back to those simpler days.



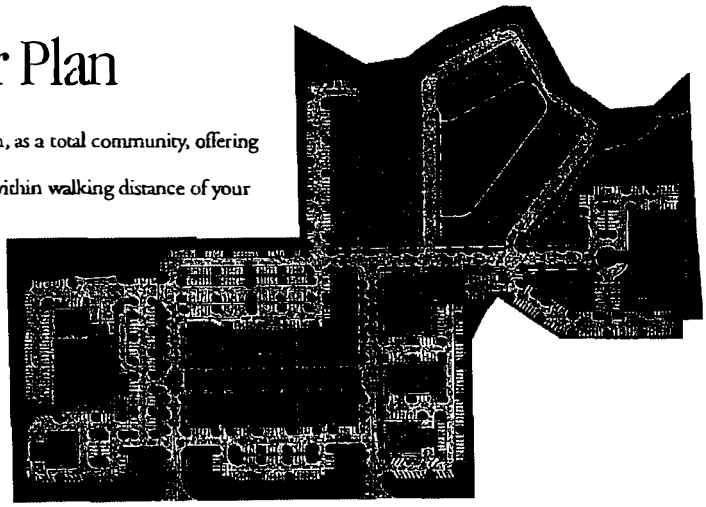
Bluffton Village . . . you can go home again!

843-757-1980

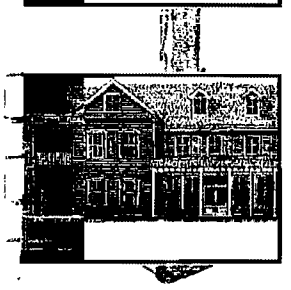


Bluffton Village Master Plan

Bluffton Village is being developed in the long term, as a total community, offering virtually all the necessary goods and services possible, within walking distance of your home. Anchored by the new library and post office, the development of a solid business community is a most important step.



A Rowkins Development Community
www.blufftonvillage.com



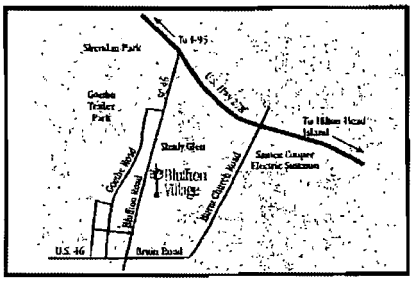
New! Beaufort County Library and Bluffton Post Office

The new 20,000 square foot Bluffton Post Office and the long-awaited Beaufort County Regional Library, will make Bluffton Village a hub of ongoing activity and traffic. This will be an ideal location to establish a new business or expand your existing operation.

1861

Vicinity Map

Bluffton Village is conveniently located along Highway 278 near the outlet malls. In addition to serving the residents of Bluffton, there will be significant daily commuter traffic passing Bluffton Village.



Bluffton Village
Box 5555
Hilton Head Island, SC 29929

Travis Stephenson
22 Deallyon, HH Bch. Club 29
Hilton Head, SC 29928

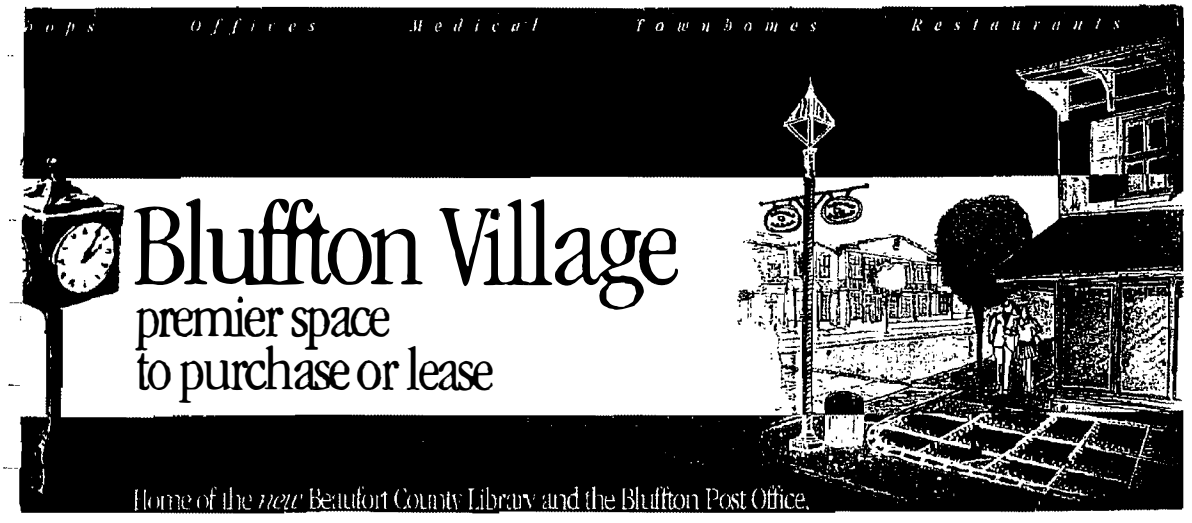


EXHIBIT R

STATE OF SOUTH CAROLINA)
) MEMORANDUM OF AGREEMENT
COUNTY OF BEAUFORT)

THIS MEMORANDUM OF AGREEMENT ("Agreement") made and entered into this 12th day of June, 2000 by and between Beaufort County, South Carolina (the "County"), the Town of Bluffton, South Carolina (the "Town") and Rowkris Development I, LLC. ("Developer").

WITNESSETH:

WHEREAS, the County of Beaufort with the cooperation of the Town of Bluffton, South Carolina did amend a previously enacted redevelopment district (Ordinance 99/38) to include properties within the municipal boundaries of the Town (hereinafter referred to as the "Amended TIF"); and

WHEREAS, a portion of the property within the Town that was included within the Amended TIF is to be the location of a new United States Post Office Facility ("USPOF"); and

WHEREAS, the USPOF is to be located on property ("Property") owned by Developer, and in reliance on the location of the USPOF on the Property, the Town did among other things re-zone the Property to PUD; and

WHEREAS, the US Postal Service ("USPS") has advised the Town that it is reconsidering locating the USPOF on the Property; and

WHEREAS, the Town and Beaufort County strongly supports locating the USPOF on the Property for the convenience, use and benefit to its citizens; and

WHEREAS, in order to induce the USPS to locate the USPOF on the Property, Rowkris has agreed to donate the Property to the USPS at no charge (if necessary), provided the Town and County commit to the funding and timing of certain infrastructure improvements currently included in the re-development plan entitled "Amendment to the Tax Increment Financing Plan for the Redevelopment of the Bluffton Surface Transportation System for the East-West Highway Corridor District, dated the 24 day of April 2000".

NOW, THEREFORE, FOR TEN AND NO/100 DOLLARS ($10.00) it is agreed as follows:

1. Rowkris agrees that in the event the USPS maintains its position not to locate a full commercial, retail USPOF on the Property, it will (if necessary) offer the Property to

the USPS free as an inducement to locate the USPOF at that location.

2. In consideration of the commitment of Rowkris set forth in Paragraph 1 above, the County and the Town hereby commit to support the Rowkris Development, known as Bluffton Village, with funds from the Oaks Amended Tax Increment Finance District, subject to these conditions from the Intergovernmental Agreement between the Town and Beaufort County dated 22 day of May 2000:
   - That the TIF District produces revenue growth to provide ample financing to cover said projects.
   - That all final project funding and priority decisions will be based upon "all reasonable efforts" to fund and develop projects established jointly by the Town and County.
   - That projects funded will be subject to "availability of revenues."
   - Exhibits A and B are included as best estimates of location and costs for needed projects.

   It is also agreed and understood by the parties that the costs for certain infrastructure improvements will be paid for by Rowkris and reimbursed by the TIF Program. These reimbursements will be specifically agreed to in writing by the County and Town Management Committee before incurring said costs.

3. This Memorandum of Agreement is not intended to obligate the Town or the County except as otherwise provided herein to any costs or improvements. All parties hereto recognize and agree that the understandings and agreements set forth herein are contingent upon the successful funding of the TIF, completing all necessary revenue distribution agreements with all affected taxing districts, and upon the Town and the County entering into an Intergovernmental Service Agreement regarding the Amended TIF that is satisfactory to both parties, or reaching a mutual agreement to proceed with the Amended TIF without an Intergovernmental Service Agreement in place. The purpose of this Agreement is to more full clarify the priority of the proposed infrastructure improvements, the Property to which certain infrastructure improvements pertain, and the estimated cost of said improvements.

4. This Memorandum of Agreement does not in any manner affect that certain Development Plan entitled "Amendment to the Tax Increment Financing Plan for the Redevelopment of the Bluffton Surface Transportation System for the East-West Highway Corridor District, dated the 24 day of April, 2000".

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

WITNESSES:

Cheryl H. Harris

Eileen Williams

COUNTY COUNCIL OF BEAUFORT COUNTY

Frank Brafman
Chairman

ATTEST:

Clerk to Council

WITNESSES:

Albertha B. Mitchell

TOWN OF BLUFFTON

H. Emmett McCracken, Jr.
Mayor

ATTEST:

Sandra Lunsford
Town Clerk

WITNESSES:

Karen B. Murphy

ROWKRIS DEVELOPMENT I, LLC.

BY:

ITS: Managing partner

ATTEST:

EXHIBIT "A"

COUNTY IMPROVEMENTS WITH SCHOOL BOARD PARTICIPATION

BLUFFTON VILLAGE TIF	
AREA VII	$ 78,750.00
AREA VIII	$ 92,900.00
DRAINAGE	$ 539,535.00
UTILITIES	$ 430,215.00
	$1,141,400.00
OAKS TIF	
SC 46 IMPROVEMENTS-BV	$ 231,500.00
SC 46 IMPROVEMENTS-SEVEN PINES	$ 56,000.00
	$ 287,500.00
IMPACT FEES-LIBRARY	
AREA I-ROAD & PARKING	$ 270,870.00
ENGINEERING	$ 40,100.00
	$ 310,970.00
COUNTY-IMPACT/TIF	
STORM DRAINAGE-COVER DITCH	$ 175,000.00
	$ 175,000.00

EXHIBIT "B"

COUNTY IMPROVEMENTS
WITHOUT SCHOOL BOARD PARTICIPATION

BLUFFTON VILLAGE TIF	
AREA VII	$ 92,900.00
DRAINAGE	$ 539,535.00
UTILITIES	$ 430,215.00
	$1,062,650.00
OAKS TIF	
SC 46 IMPROVEMENTS-BV	$ 231,500.00
SC 46 IMPROVEMENTS-SEVEN PINES	$ 56,000.00
	$ 287,500.00
IMPACT FEES-LIBRARY	
AREA I-ROAD & PARKING	$ 270,870.00
ENGINEERING	$ 40,100.00
	$ 310,970.00

STATE OF SOUTH CAROLINA,)
) INTERGOVERNMENTAL
COUNTY OF BEAUFORT.) AGREEMENT

THIS AGREEMENT BY AND BETWEEN the County of Beaufort, South Carolina, hereinafter "County" and the Town of Bluffton, South Carolina, hereinafter "Town", is entered into this _____ day of _____, 2000.

WHEREAS, pursuant to S. C. Code Section 31, Chapter 6 Tax Increment Financing for Redevelopment Projects, on December 9, 1999, the County adopted an Ordinance for the purpose of establishing a redevelopment district near the Town which has been designated "Oaks TIF District"; and,

WHEREAS, on April 24, 2000, the County amended the Oaks TIF District Ordinance to incorporate additional parcels of land in the Town and to address the needs of the County, and, ultimately, the needs of the Town in providing adequate library services, making improvements in water and sewer, making improvements to the highway system within the TIF District, and developing public parks within the TIF District; and,

WHEREAS, the County and the Town have been negotiating the Town's specific involvement in the TIF; and,

WHEREAS, at a Town Council meeting held on April 24, 2000, the Town originally opted out of the TIF with the reservation that the Town could continue to negotiate with the County and upon the Town and County reaching mutually favorable terms, the Town could opt back into the TIF; and

WHEREAS, the County and the Town have now reached an agreement relative to the Town's involvement in the TIF which the County and Town believe to be mutually beneficial; and,

WHEREAS, the Town believes that its involvement in the TIF will be in the best financial interest of the Town and its citizens;

NOW, THEREFORE, for valuable consideration, the County and Town CONTRACT AND AGREE as follows, to wit:

1. The Whereas Clauses set forth above are adopted herein as if the same were rewritten.

2. The Town shall participate in the TIF with the County and the County will use all reasonable efforts to ensure that the projects identified herein by the Town shall be constructed in accordance with the priorities established by the Town.

3. The projects within and near the Town to be constructed at least in part with monies ultimately derived from the TIF have the following priorities:

a) East West Connector
b) Bluffton Village Library and Post Office Infrastructure
c) Shults Park Full Build Out
d) Drayson Circle Water/Sewer
e) North - South Park Road
f) Shults Road Access To Park
g) Trails & Pathways
h) Town Hall Improvements
i) Other Roads
   (1) Park-Library
   (2) Other Shults Road Improvements
   (3) Sheridan Park Connector

4. The Town TIF projects shall be constructed and paid as follows:

PROJECTS	TIF MONEY USAGE	COMMENTS
Roadway Improvements		
East-West Connector	Primary	Shortfall from Impact fees if any
ROW (Right of Way)	Primary	
Rotary	Primary	50% TIF 50% Private Funds
Landscaping	Tertiary	
N-S Connector	Primary	50% TIF 50% Private Funds
Sheridan Park	Tertiary	
Park-Library	Secondary	
Shults-Park	Primary	
Shults Road Improvements	Tertiary	
Entrance Roads (Bluffton Village)	Primary	
Library Road/Parking Lots	Primary	Shortfall from Impact Fees
Water/Sewer Improvements		
Lift Station (Bluffton Village)	Primary	
Drainage (Bluffton Village)	Primary	
Sewer Improvements (Drayson)	Primary	
Water & Sewer Service (Bluffton Village)	Primary	
Storm Water Treatment		
Storm Water (Bluffton Village)	Primary	
Fill County Drainage Ditch (Bluffton Village)	Primary	

Public Facilities		
Library	Primary	Difference between 18,000 & 25,000 sq ft
Shults Park	Primary	Difference between full Build Out & impact fees
Bluffton Town Hall	Secondary	
Trails & Pathways		
Library & Park	Secondary	
Professional Services	Primary	

The parties understand that for the purposes of this agreement: Primary designates the first allocation of monies; secondary designates the second allocation of monies, if any; and, tertiary designates the third allocation of monies, if any.

5. This Agreement shall be amended or modified only by written instrument duly executed by the parties hereto.

IT IS SO AGREED.

WITNESSES

_____

_____

Emmett McCracken
Mayor, Town of Bluffton, South Carolina

ATTEST:

_____

Sandra Lunceford
Clerk, Town of Bluffton

WITNESSES

_____

_____

John J. Kachmar, Jr.
County Administrator
Beaufort County, South Carolina

ATTEST:

_____

AMENDMENT TO THE TAX INCREMENT FINANCING PLAN FOR THE REDEVELOPMENT OF THE BLUFFTON SURFACE TRANSPORTATION SYSTEM FOR THE EAST-WEST HIGHWAY CORRIDOR DISTRICT

INTRODUCTION

The County of Beaufort, with the cooperation of the Town of Bluffton, South Carolina, adopted a redevelopment Ordinance (99/38) on December 9, 1999 establishing a redevelopment district near to the Town of Bluffton (hereafter referred to as the "Oaks TIF District." The County and Town are amending that redevelopment district to incorporate additional parcels of land in the Town. The amendment to the redevelopment plan will address needs of the County and Town in providing adequate library services, needed improvements in the water and sewer services to the targeted district and additional improvements to the highway system of this corridor in an effort to improve traffic flows, circulation, public safety, and accessibility to an increased number of locations within the targeted district and main thoroughfare, Highway 278. The following amendment to the existing Redevelopment Plan has been prepared in accordance with South Carolina Code Section 31, Chapter 6. The duration of the amended plan will coincide with the duration of the original plan adopted on December 9, 1999, which is 15 years.

The redevelopment of the Goethe Road residential area, the Bluffton Village, (a portion of) the Shults tract; and the adjacent commercial and residential areas will focus on the improvements to sewer service to the area and enhanced accessibility to County library services, as well as to the commercial, agricultural and silvacultural, and residential areas which are, at present not at their highest and best use. The ultimate purpose of the plan is to create an environment conducive to development of private property though provisions of public infrastructure such as, but not limited to, library/educational facilities, road construction and enhancements, water and sewer line extensions, improvement of fire suppression capabilities, and public park and recreational facilities. It is believed that these enhancements will encourage the development of property that is presently economically blighted, deteriorated, and contains improper or inadequate uses. The plan, when implemented, will increase the degree of public safety for the entire township, and promote the reuse of areas, which are at present under utilized.

BOUNDARIES

The Amended Oaks Redevelopment Plan comprises 193 parcels of land along and adjacent to Highway #46 in the Township of Bluffton, in Beaufort County, South Carolina.

Appendix 1 contains boundaries and a map of the proposed redevelopment project area.

Appendix 2 contains a list of properties in the redevelopment area by tax map number, owner and present assessed value.

A COMMUNITY PLANNING PROCESS

The Bluffton area, including the East-West Highway planning area and the proposed areas included in this amendment were developed without the benefit of long range land use planning controls, since the County of Beaufort only recently in December of 1997 completed its mandated Comprehensive Plan, and did not institute revised zoning ordinances reflecting the goals of the plan until April of 1999, which replaced zoning initially developed when development pressures were low or absent in this area. During the time after the Initial zoning, the pace, scale, and type of development that was established in the area, and nearby Hilton Head Island, increased traffic in exponential proportion, far exceeding the built or planned traffic handling infrastructure. In 1998, Beaufort County Council and Bluffton Town Council recognized that underutilized land, inadequate water and sewer facilities, lack of general planning and infrastrucnure capital improvements specifically as well as an inappropriate road systems were counterproductive to the safety and general welfare of the citizens of Beaufort County and the Town of Bluffton. Further, the Town determined it should provide for future economic development in a more determined manner. The Bluffton Town Council pro actively decided to remedy that situation with a planning process at the same general time that the County of Beaufort implemented its Comprehensive Plan pursuant to the provisions of Title 6, Chapter 29, the South Carolina Local Government Planning Enabling Act of 1994.

PLANNING PROCESS RECOMMENDATIONS

Beaufort County's capital improvements plan for the County Library system includes plans for a new branch to be built in the Town of Bluffton. The County's Library construction plans recommend the new facility to be developed in the year 2006. This amendment to the Redevelopment Plan is designed to facilitate the construction of the new Bluffton Branch Library approximately five years earlier than originally planned. In addition, in 1997, the Comprehensive Plan adopted by the County of Beaufort identified the desirability of providing a new highway corridor as an alternative to the Highway 46 corridor presently servicing the Bluffton area, serving both through traffic between Savannah and Hilton Head, as well as an emergency evacuation route and a bypass to Bluffton. In 1998, The Town of Bluffton engaged the Low Country Council of Governments to develop a comprehensive plan for Bluffton. The firm, working in conjunction with the Town Council, local boards and ad-hoc committees, and state organizations and agencies, developed and carried out a strategic planning process resulting in the Bluffton Comprehensive Plan. These documents provide the basis for the proposed East-West Highway Corridor Redevelopment Plan. The plan recognizes that development of this area of Bluffton Township should be seen as a part of a region wide growth management strategy and the County of Beaufort, with cooperation and consultation with the Town of Bluffton, should play a role in providing the tools necessary to plan, design, and fund some key and essential infrastructure needs of the greater area. The East-West Highway Corridor Redevelopment Plan and its expanded public purpose includes utilities, easements, improved drainage devices, library/educational facilities and park and leisure facilities as a product of this process.

A DESCRIPTION OF THE REDEVELOPMENT AREA

Original Oaks Redevelopment Area:

The East-West Highway Corridor Redevelopment area generally borders the northern portion of the Town of Bluffton, extending up to include the properties between Highway 46 and Burnt Church Road to the Northern boundary of the Highway 278 right of way, including extension parcels on the western side of Highway 46 and the eastern side of Burnt Church Road, which provide an avenue to connect to continuations of the East-West Highway through a tract of land in the Town of Bluffton known as the Schults Tract on the west, and on towards Hilton Head on the East. It is planned to be a main thoroughfare for this area and the Town, providing connection to area shopping and services and a major connector for traffic to the nearby plantations, major housing developments, school campuses, Del Webb, and Hilton Head Island as well as its medical facilities and governmental offices. Highway 278, north of the proposed East-West Highway, is a major thoroughfare to and from Hilton Head Island, 1-95, Beaufort, and Savannah, only 20 miles away, and the nearby factory outlet stores. It also serves as a shopping and entertainment area for the greater Bluffton area. Many shopping centers, service and entertainment businesses support the employment base of nearby Hilton Head Island resorts and the Del Webb community. The redevelopment area is scattered with underutilized properties, run-down buildings, timbered properties and overhead power lines. Substandard infrastructure development in this portion of the Bluffton area provides a blighting and growth-stifling influence. One large tract in this area contains a large mobile home park. This exceptional site comprised of the planning area provides enormous redevelopment opportunities for single and multi-family housing and commercial development to create jobs and business opportunities, but adequate public infrastructure, water, sewer and roadways must be provided to promote its proper reuse.

Areas included in the Oaks Amendment:

The areas proposed to be added to the Oaks Redevelopment District generally border Highway #46 and by the Shults Tract, east of Fording Island Road and include the Drayson Circle residential development. South of the Shady Glenn Circle residential development and the residential community the borders Goethe Road on the east bordering on Fording Island

Road and on the west side bordered by the Shults Tract from Mellichamp Drive and Hilderbrand Drive, on the southern border to Tarnack Lane on the northern border. These areas are under served by public utilities and the entire area is under served by the County's library services.

In summary, the unimproved portions of the East-West Highway Corridor and the areas included in this amendment are considered blighted and a redevelopment area for the following reasons:

- Lack of adequate highway system to safely accommodate proper use and reuse
- Presence of structures below minimum code standards
- Inadequate utilities and fire suppression
- Deleterious land use and layout
- Lack of community planning
- Areas detrimental to public safety and health
- Deterioration due to these inadequacies

It is important to note that all of the greater Bluffton area and the proposed East-West Highway Corridor possess a certain Low County charm and grace unique to this part of South Carolina. The presence of the May River, the stately oak trees, Spanish moss, and the inimitable South Carolina Low Country character are dominant features of the landscape in this area, and any blighted conditions tend to be de-emphasized by these unique natural features. The successful redevelopment of this area is nearly guaranteed because of the ability of the County and Township of Bluffton to take advantage of the charm the area affords.

REDEVELOPMENT OBJECTIVES

The current conditions in the areas to be added to the Oaks Redevelopment Area meet the test for blight as outlined in the South Carolina Code. The County of Beaufort and the Town of Bluffton believe that publicly assisted improvements are necessary to stimulate private investment in the area and thus diminish the blighting influence.

The Redevelopment of the East-West Highway Corridor Amended areas will focus on the provision of public services, elimination of deleterious land uses, and enhancement of the area. Through the use of the Comprehensive Plan and working with private developers who have submitted development agreements for the initial seed commercial and residential projects within the planning area, the County will create an environment attractive to further private investment. Particularly important to the redevelopment of the area is the enhanced County public library facilities, the addition and extension of water and sewer lines and the facilities that provide water and sewer capacity to serve the community's needs. The issue of adequate fire protection is also being addressed by this plan, as well as some recreational, library and educational facilities identified as deficient in the planning process.

PUBLIC DEVELOPMENT ACTIVITIES

Planning: Beaufort County will work in conjunction with the Town of Bluffton, large tract private developers, and the Comprehensive Plan to guide the development of properties along the East-West Highway Corridor and the areas affected by this amendment.

Code Enforcement: Beaufort County will work in conjunction with the Town of Bluffton to seek to remedy health and safety problems in and near the East-West Highway Corridor and the areas affected by this amendment through enforcement of local ordinances.

Development Standards: Beaufort County will utilize its newly enacted Zoning and Development Standards Ordinance, as well as Development Agreements as authorized by State Statutes, and will work to further refine and adopt the codes in order to establish provisions for orderly growth and redevelopment of the East-West Highway Corridor, the areas affected by this amendment and the surrounding area.

Road Enhancements and Construction: Beaufort County is adopting ordinances approving development agreements with developers in the planning area which include the use of Tax Increment Financing to provide funds for the designing and construction of a five lane road beginning at the eastern boundary of the Schultz Tract in the Town of Bluffton and extending eastward through the planning area, crossing Burnt Church Road and extending northeasterly through to an existing road on the Northern Boundary of the existing Heritage Lake subdivision. Highway 46 and Burnt Church Road will be widened and acceleration/deceleration lanes will be added, as well as intersection improvements at the junction with Highway 278. Traffic lighting and signage will be implemented in conjunction with recommendations from the SC Department of Transportation.

Utilities Extensions and Improvements: Beaufort County will coordinate with Beaufort Jasper Water and Sewer Authority, with consultation with the Town of Bluffton to ensure that water and sewer system will be extended and improved as necessary within the East-West Highway Corridor and the areas affected by this amendment to serve businesses, commercial uses, and new residential developments. The addition of extensions to the water and sewer services and the provisions to provide the systems additional capacity, along with

the provision of added fire protection services, will provide the proper public utilities necessary to serve new development and redevelopment within the area.

In addition to water and sewer services and capacity improvements the redevelopment plan will include provision for placing storm water runoff devices and retention or detention for the redevelopment area. The provision of pedestrian scale lighting and planting along sections of the center median of the East-West Highway Corridor at key intersections and at community gateways will be supported with improvements of the utilities systems in these areas.

Acquisition, Demolition and Relocation: The purpose of this activity will be to eliminate blight and provide for roadways and other improvements that will encourage new development in the area. In addition it may be necessary to acquire properties to develop roadways and utility extensions. The extent of acquisitions and number of relocations required will not be known until specific plans for redevelopment of these areas are completed. However, it is not the desire of the County to relocate anyone and the County will make every reasonable effort to avoid same as specific plans are developed.

Public Parks and Public Facilities: The construction of a new County Library facility will be funded as a part of this amended redevelopment plan in order to serve the additional growth that will occur as new development in the Redevelopment area and the existing residents of Bluffton and the surrounding areas. Other redevelopment may include public walking paths and features like landscaping, picnic areas, water features, gateway features, public art, and other appropriate elements to serve the residents of the County of Beaufort, the Town of Bluffton, and visitors to the community.

Professional Services: Professional services will include, but not be limited to planning and analysis, feasibility studies, master development plans, architectural, engineering, economic recruitment, environmental studies, and legal and financial services.

Landscaping: Landscaping and beautification improvements may be undertaken within amended areas in the East-West Highway Corridor. These improvements are expected to also help provide a more positive quality of life image on this important gateway road for Bluffton and Hilton Head. Landscaping improvements may include:

- Landscaping of key intersections
- Landscaped buffers to separate different land uses
- Walkways, bikeways, and landscaping along road rights-of-way

School Impacts: Residential development will comprise a portion of the new development within the Redevelopment area. Surveys of adjacent comparable residential developments in recent years in the area have been completed, and indicate a student generational factor of .11 students per dwelling unit. Residential impacts on the school district are not expected to occur until the third tax year after construction starts. Taxes collected within the district will be provided to the Beaufort County School District to provide funding for the per student impacts as provided for by statute.

REDEVELOPMENT PROJECT COSTS

AMENDED PROJECTS

The East-West Highway Corridor Redevelopment Plan including the elements specified in this amendment will be completed as soon as funds are available but certainly prior to the 15-year life of the Tax Increment District. Project costs in the amended areas are as follows:

Preliminary Project Budget Notes:

(1) SCANA grant (applied for)
(2) Portion of Town HUD grant in TIF area (an existing grant)
(3) Road impact fees to cover design and development
(4) Library impact fees
(5) Park impact fees
(6) Municipal pass-through of developer funds
(7) 8,000 lf, design and construction
(8) County CIP administrative contribution

REDEVELOPMENT FINANCING

The costs of the projects included in the Amended East-West Highway Corridor Redevelopment Plan will be paid from tax increment bonds issued by Beaufort County, tax increment revenues, development impact fees, available federal and state grants, contributions from private developers, and revenues from any county-owned facility or system located within or serving the redevelopment area.

Beaufort County plans to issue up to $10,000,000 in Tax Increment Bonds to finance public improvements in the Amended Redevelopment Area. The $10,000,000 figure includes actual project costs, reserves and an allowance for increased costs in the future. The term of the bonds will not exceed 15 years from the date of issue. Debt service on the bonds will be paid from tax increment revenues, and, if available, from other increment income, impact fees from development agreements, and grants Beaufort County.

The attached spreadsheets titled Amended Oaks TIF Tax Revenue Projections estimates the incremental tax revenues that the developments in the amended areas will generate over the next fifteen-(15) years. The projections assume a 30% distribution of School District millage to the Beaufort County School District, and allowance for a per pupil fiscal impact.

Amended Oaks TIF
Tax Revenues
From All Sources
70% of School and 75% of Town Revenues Used for TIF

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11
		Town of	Bluffton	All Other	School	School	Bluffton Village	Bluffton Village	Bluffton Village	Bluffton Village
Calendar	Project	Bluffton	Fire Dist.	County	Operating	Debt Ser.	Total Commercial	Residential	Residential	Total
Year	Year	Millage	Millage	Millage	Millage	Millage	Investment	Townhomes	Apts	Investment
2000	Year 0	49.0	22.3	58.3	86.7	21.7				
2001	Year 1	49.0	22.3	58.3	86.7	21.7	$ 5,350,000	$ 3,600,000	$ 1,375,000	$ 10,325,000
2002	Year 2	49.0	22.3	58.3	86.7	21.7	$ 11,600,000	$ 8,100,000	$ 6,250,000	$ 25,950,000
2003	Year 3	49.0	22.3	58.3	86.7	21.7	$ 16,756,250	$ 8,100,000	$ 6,250,000	$ 31,106,250
2004	Year 4	49.0	22.3	58.3	86.7	21.7	$ 16,756,250	$ 8,100,000	$ 6,250,000	$ 31,106,250
2005	Year 5	49.0	22.3	58.3	86.7	21.7	$ 16,756,250	$ 8,100,000	$ 6,250,000	$ 31,106,250
2006	Year 6	49.0	22.3	58.3	86.7	21.7	$ 16,756,250	$ 8,100,000	$ 6,250,000	$ 31,106,250
2007	Year 7	49.0	22.3	58.3	86.7	21.7	$ 16,756,250	$ 8,100,000	$ 6,250,000	$ 31,106,250
2008	Year 8	49.0	22.3	58.3	86.7	21.7	$ 16,756,250	$ 8,100,000	$ 6,250,000	$ 31,106,250
2009	Year 9	49.0	22.3	58.3	86.7	21.7	$ 16,756,250	$ 8,100,000	$ 6,250,000	$ 31,106,250
2010	Year 10	49.0	22.3	58.3	86.7	21.7	$ 16,756,250	$ 8,100,000	$ 6,250,000	$ 31,106,250
2011	Year 11	49.0	22.3	58.3	86.7	21.7	$ 16,756,250	$ 8,100,000	$ 6,250,000	$ 31,106,250
2012	Year 12	49.0	22.3	58.3	86.7	21.7	$ 16,756,250	$ 8,100,000	$ 6,250,000	$ 31,106,250
2013	Year 13	49.0	22.3	58.3	86.7	21.7	$ 16,756,250	$ 8,100,000	$ 6,250,000	$ 31,106,250
2014	Year 14	49.0	22.3	58.3	86.7	21.7	$ 16,756,250	$ 8,100,000	$ 6,250,000	$ 31,106,250
2015	Year 15	49.0	22.3	58.3	86.7	21.7	$ 16,756,250	$ 8,100,000	$ 6,250,000	$ 31,106,250
TOTALS										
Notes:										

Amended Oaks TIF
Tax Revenues
From All Sources
70% of School and 75% of Town Revenues Used for TIF

Column 12	Column 13	Column 14	Column 15	Column 16	Column 17	Column 18	Column 19	Column 20
	Shults	Shults	Shults	Shults	Assessed Value	Assessed Value	Assessed Value	AssessedValue
Project	Commercial	Business Park	Multi-Family	Total	Commercial	Residential TH	Apts	Commercial
Year	Investment	Investment	Investment	Investment	Bluffton Village	Bluffton Village	Bluffton Village	Shults
Year 0								
Year 1	$ 9,735,000	$ 5,586,750	$ 12,537,500	$ 27,859,250				
Year 2	$ 19,470,000	$ 11,173,500	$ 22,440,000	$ 53,083,500				
Year 3	$ 19,470,000	$ 11,173,500	$ 22,440,000	$ 53,083,500	$ 1,005,375	$ 268,920	$ 486,000	$ 1,168,200
Year 4	$ 19,470,000	$ 11,173,500	$ 22,440,000	$ 53,083,500	$ 1,005,375	$ 268,920	$ 486,000	$ 1,168,200
Year 5	$ 19,470,000	$ 11,173,500	$ 22,440,000	$ 53,083,500	$ 1,005,375	$ 268,920	$ 486,000	$ 1,168,200
Year 6	$ 19,470,000	$ 11,173,500	$ 22,440,000	$ 53,083,500	$ 1,005,375	$ 268,920	$ 486,000	$ 1,168,200
Year 7	$ 19,470,000	$ 11,173,500	$ 22,440,000	$ 53,083,500	$ 1,005,375	$ 268,920	$ 486,000	$ 1,168,200
Year 8	$ 19,470,000	$ 11,173,500	$ 22,440,000	$ 53,083,500	$ 1,005,375	$ 268,920	$ 486,000	$ 1,168,200
Year 9	$ 19,470,000	$ 11,173,500	$ 22,440,000	$ 53,083,500	$ 1,005,375	$ 268,920	$ 486,000	$ 1,168,200
Year 10	$ 19,470,000	$ 11,173,500	$ 22,440,000	$ 53,083,500	$ 1,005,375	$ 268,920	$ 486,000	$ 1,168,200
Year 11	$ 19,470,000	$ 11,173,500	$ 22,440,000	$ 53,083,500	$ 1,005,375	$ 268,920	$ 486,000	$ 1,168,200
Year 12	$ 19,470,000	$ 11,173,500	$ 22,440,000	$ 53,083,500	$ 1,005,375	$ 268,920	$ 486,000	$ 1,168,200
Year 13	$ 19,470,000	$ 11,173,500	$ 22,440,000	$ 53,083,500	$ 1,005,375	$ 268,920	$ 486,000	$ 1,168,200
Year 14	$ 19,470,000	$ 11,173,500	$ 22,440,000	$ 53,083,500	$ 1,005,375	$ 268,920	$ 486,000	$ 1,168,200
Year 15	$ 19,470,000	$ 11,173,500	$ 22,440,000	$ 53,083,500	$ 1,005,375	$ 268,920	$ 486,000	$ 1,168,200
TOTALS					$ 13,069,875	$ 3,495,960	$ 6,318,000	$ 15,186,600

Amended Oaks TIF
Tax Revenues
From All Sources
70% of School and 75% of Town Revenues Used for TIF

Column 21	Column 22	Column 23	Column 24	Column 25	Column 26	Column 27	Column 28	Column 29	Column 30
Project	Assessed Value	Assessed Value	Bluffton Village	Bluffton Village	Bluffton Village	Bluffton Village	Bluffton Village	Bluffton Village	Bluffton Village
Year	Business Park	Multi-Fam	Town of	Bluffton	All Other	School	School	30% of	70% of
	Shults	Shults	Bluffton	Fire District	County	Operating	Debt Ser	School Tax	School Tax
			Tax Revenue	Tax Revenue	Tax Revenue	Tax Revenue	Tax Revenue	Revenues	Revenues
			75%						
Year 0			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Year 1			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Year 2			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Year 3	670,410.00	$ 1,346,400	$ 64,691	$ 39,255	$ 102,625	$ 152,618	$ 38,198	$ 57,245	$ 133,571
Year 4	670,410.00	$ 1,346,400	$ 64,691	$ 39,255	$ 102,625	$ 152,618	$ 38,198	$ 57,245	$ 133,571
Year 5	670,410.00	$ 1,346,400	$ 64,691	$ 39,255	$ 102,625	$ 152,618	$ 38,198	$ 57,245	$ 133,571
Year 6	670,410.00	$ 1,346,400	$ 64,691	$ 39,255	$ 102,625	$ 152,618	$ 38,198	$ 57,245	$ 133,571
Year 7	670,410.00	$ 1,346,400	$ 64,691	$ 39,255	$ 102,625	$ 152,618	$ 38,198	$ 57,245	$ 133,571
Year 8	670,410.00	$ 1,346,400	$ 64,691	$ 39,255	$ 102,625	$ 152,618	$ 38,198	$ 57,245	$ 133,571
Year 9	670,410.00	$ 1,346,400	$ 64,691	$ 39,255	$ 102,625	$ 152,618	$ 38,198	$ 57,245	$ 133,571
Year 10	670,410.00	$ 1,346,400	$ 64,691	$ 39,255	$ 102,625	$ 152,618	$ 38,198	$ 57,245	$ 133,571
Year 11	670,410.00	$ 1,346,400	$ 64,691	$ 39,255	$ 102,625	$ 152,618	$ 38,198	$ 57,245	$ 133,571
Year 12	670,410.00	$ 1,346,400	$ 64,691	$ 39,255	$ 102,625	$ 152,618	$ 38,198	$ 57,245	$ 133,571
Year 13	670,410.00	$ 1,346,400	$ 64,691	$ 39,255	$ 102,625	$ 152,618	$ 38,198	$ 57,245	$ 133,571
Year 14	670,410.00	$ 1,346,400	$ 64,691	$ 39,255	$ 102,625	$ 152,618	$ 38,198	$ 57,245	$ 133,571
Year 15	670,410.00	$ 1,346,400	$ 64,691	$ 39,255	$ 102,625	$ 152,618	$ 38,198	$ 57,245	$ 133,571
TOTALS	$ 8,715,330	$ 17,503,200	$ 840,981	$ 510,310	$ 1,334,128	$ 1,984,028	$ 496,579	$ 744,182	$ 1,736,425

Amended Oaks TIF
Tax Revenues
From All Sources
70% of School and 75% of Town Revenues Used for TIF

Column 31	Column 32	Column 33	Column 34	Column 35	Column 36	Column 37	Column 38	Column 39	Column 40
Project	Bluffton Village	Shults Tract	Shults Tract	Shults Tract	Shults Tract	Shults Tract	Shults Tract	Shults Tract	Shults Tract
Year	Total TIF	Town of	Bluffton	All Other	School	School	30% of	70%of	Total TIF
	Tax Revenue*	Bluffton	Fire District	County	Operating	Debt Ser	School Tax	School Tax	Tax Revenue*
		Tax Revenue	Tax Revenue	Tax Revenue	Tax Revenue	Tax Revenue	Revenues	Revenues	
Year 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Year 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Year 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Year 3	$ 340,142	$ 78,033	$ 71,026	$ 185,686	$ 276,140	$ 69,115	$ 103,577	$ 241,679	$ 576,423
Year 4	$ 340,142	$ 78,033	$ 71,026	$ 185,686	$ 276,140	$ 69,115	$ 103,577	$ 241,679	$ 576,423
Year 5	$ 340,142	$ 78,033	$ 71,026	$ 185,686	$ 276,140	$ 69,115	$ 103,577	$ 241,679	$ 576,423
Year 6	$ 340,142	$ 78,033	$ 71,026	$ 185,686	$ 276,140	$ 69,115	$ 103,577	$ 241,679	$ 576,423
Year 7	$ 340,142	$ 78,033	$ 71,026	$ 185,686	$ 276,140	$ 69,115	$ 103,577	$ 241,679	$ 576,423
Year 8	$ 340,142	$ 78,033	$ 71,026	$ 185,686	$ 276,140	$ 69,115	$ 103,577	$ 241,679	$ 576,423
Year 9	$ 340,142	$ 78,033	$ 71,026	$ 185,686	$ 276,140	$ 69,115	$ 103,577	$ 241,679	$ 576,423
Year 10	$ 340,142	$ 78,033	$ 71,026	$ 185,686	$ 276,140	$ 69,115	$ 103,577	$ 241,679	$ 576,423
Year 11	$ 340,142	$ 78,033	$ 71,026	$ 185,686	$ 276,140	$ 69,115	$ 103,577	$ 241,679	$ 576,423
Year 12	$ 340,142	$ 78,033	$ 71,026	$ 185,686	$ 276,140	$ 69,115	$ 103,577	$ 241,679	$ 576,423
Year 13	$ 340,142	$ 78,033	$ 71,026	$ 185,686	$ 276,140	$ 69,115	$ 103,577	$ 241,679	$ 576,423
Year 14	$ 340,142	$ 78,033	$ 71,026	$ 185,686	$ 276,140	$ 69,115	$ 103,577	$ 241,679	$ 576,423
Year 15	$ 340,142	$ 78,033	$ 71,026	$ 185,686	$ 276,140	$ 69,115	$ 103,577	$ 241,679	$ 576,423
TOTALS	$ 4,421,843	$ 1,014,426	$ 923,334	$ 2,413,919	$ 3,589,825	$ 898,491	$ 1,346,495	$ 3,141,821	$ 7,493,500

* Assumes 70% of School Revenues used for TIF

* Assumes 75% of Town Revenues used for TIF

Amended Oaks TIF
Tax Revenues
From All Sources
70% of School and 75% of Town Revenues Used for TIF

Column 41	Column 42	Column 43	Column 44	Column 45	Column 46	Column 47
Project Year	Total TIF Tax Revenue	School District Allowance* No. Students	School District Allowance* Per Pupil $3,900/pp	School District Allowance*	Grand Total TIF Tax Revenues w/o Inflation	Bluffton Tax Revenue Total
Year 0	$ -				$ -	$ -
Year 1	$ -		$ 3,900	$ -	$ -	$ -
Year 2	$ -		$ 3,900	$ -	$ -	$ -
Year 3	$ 916,565	37	$ 3,900	$ -	$ 916,565	$ 142,724
Year 4	$ 916,565	65	$ 3,900	$ 144,673	$ 771,892	$ 142,724
Year 5	$ 916,565	65	$ 3,900	$ 253,110	$ 663,455	$ 142,724
Year 6	$ 916,565	65	$ 3,900	$ 253,110	$ 663,455	$ 142,724
Year 7	$ 916,565	65	$ 3,900	$ 253,110	$ 663,455	$ 142,724
Year 8	$ 916,565	65	$ 3,900	$ 253,110	$ 663,455	$ 142,724
Year 9	$ 916,565	65	$ 3,900	$ 253,110	$ 663,455	$ 142,724
Year 10	$ 916,565	65	$ 3,900	$ 253,110	$ 663,455	$ 142,724
Year 11	$ 916,565	65	$ 3,900	$ 253,110	$ 663,455	$ 142,724
Year 12	$ 916,565	65	$ 3,900	$ 253,110	$ 663,455	$ 142,724
Year 13	$ 916,565	65	$ 3,900	$ 253,110	$ 663,455	$ 142,724
Year 14	$ 916,565	65	$ 3,900	$ 253,110	$ 663,455	$ 142,724
Year 15	$ 916,565	65	$ 3,900	$ 253,110	$ 663,455	$ 142,724
TOTALS	$ 11,916,344				$ 8,986,261	$ 1,855,407
* Assumes 580 Dwelling Units (95 in Bluf Vil + 485 in Shulls)						
0.11 Students/DU and $3,900/pupil						
Preliminary Est'd Borrowing Capacity =				15 Years	$ 5,212,751	$ 1,080,848
		Interest Rate = 6%				

1888

IMPACT ON AFFECTED TAXING DISTRICTS

Properties within the East-West Highway Corridor Redevelopment District have a total assessed value of **$ 757,300.00** for the tax year 2000. Real property taxes on this assessment have been estimated as follows:

Jurisdiction	Millage Rates	Tax Revenues
Town of Bluffton	49.0	$37,129
Beaufort County	80.6	$61,100
Beaufort County Schools	108.4	$82,008
	238.0	
TOTAL REAL PROPERTY TAXES		$180,237

These jurisdictions will continue to receive real property tax revenue at the approximate level of 2000 even after the sale of tax increment bonds, in accordance with state law. The new tax increments that would be used to repay the bonds are new taxes resulting from the redevelopment. It is the intention of the plan for no jurisdiction to lose existing tax revenues as a result of this financing. At the maturity of all bonds issued as part of this redevelopment, all tax increments will be divided among the appropriate jurisdictions at levels determined by the then applicable millage rates of the taxing districts.

Tax increment financing has no impact on personal property taxes collected within the area. The taxing authorities will continue to receive tax income from personal property at the existing level and will benefit from all future redevelopment. Significant revenue increases should be realized by all taxing authorities as a result of investments in the area. The proposed redevelopment project and tax increment financing is expected to have a positive overall effect on the revenues of all taxing jurisdictions.

Residential development will comprise a portion of the new development within the Redevelopment area. Surveys of adjacent and comparable recent residential developments in the area have been completed, and indicate a student generational factor of 0.11 students per

dwelling unit. Residential impacts on the school district are not expected to occur until the third tax year after construction starts. Taxes collected within the district will be provided to the Beaufort County School District to provide funding for the per student impacts as provided for by statute.

DISPLACEMENT IMPACT OF REDEVELOPMENT PLAN

This amended plan does not anticipate any commercial or residential displacement as a result of the East-West Highway Redevelopment Corridor Plan at this time. It is possible that utility and roadway improvements may necessitate the acquisition and relocation of some commercial businesses or residences, but only as a last resort, and the elimination of blight may require the purchase and demolition of some properties. However, no specific properties are targeted for acquisitions at this time. Only when plans for specific projects are finalized will the necessity of any acquisitions be known.

If displacement of any business or residence becomes necessary, Beaufort County will follow the then applicable requirements of State and Federal law in acquiring the properties and relocating the affected parties.

At present, displacement under State and Federal law is guided by Public law 91-664 "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 As Amended." The general steps that are followed are outlined below.

- After final plans for specific projects have been completed and the need for relocation has been determined, town staff will, contact those affected by the project, distribute literature on the relocation process, give general explanation of the individuals' rights under public law, and schedule follow-up meetings for specific purposes as defined by law.
- Conduct appraisals on properties to be acquired and begin the acquisition process.
- Complete profile on each property owner, tenant and structure.
- Conduct survey of properties in the vicinity of the project, contact Realtors, and create a bank of comparable buildings that might be suitable.
- Work directly with each property owner and tenant in locating and selecting comparable location. Have the Inspection Department verify that the location is safe, decent, sanitary, and in compliance with all applicable codes.

STATE OF SOUTH CAROLINA)
) INTERGOVERNMENTAL AGREEMENT
COUNTY OF BEAUFORT)

THIS AGREEMENT BY AND BETWEEN the County of Beaufort, South Carolina, hereinafter "County" and the Town of Bluffton, South Carolina, hereinafter "Town", is entered into this 22nd day of May, 2000.

WHEREAS, pursuant to Section 31-7-10 et seq. of the *South Carolina Code of Laws*, as amended, the County, on December 9, 1999, adopted an Ordinance for the purpose of establishing and approving a redevelopment plan which created a redevelopment project area near the Town which area has been designated as the "Oaks TIF District"; and,

WHEREAS, on April 24, 2000, the County adopted an Ordinance amending the Oaks TIF District Ordinance to incorporate additional parcels of land in the Town and to address the needs of the County, and, ultimately, the needs of the Town by providing adequate library services, making improvements to the water and sewer service, making improvements to the highway system, and developing public parks within the Oaks TIF District; and,

WHEREAS, the County and Town have been negotiating the Town's specific involvement in the Amended Oaks TIF District; and,

WHEREAS, at a Town Council meeting held on April 24, 2000, the Town's originally opted not to participate in the Amended Oaks TIF District but reserved the right to continue to negotiate with the County and upon the Town and County reaching mutually favorable terms, the Town could opt to participate in the Amended Oaks TIF District; and,

WHEREAS, the County and the Town have now reached an agreement relative to the Town's involvement and participation in the Amended Oaks TIF District which the County and Town believe to be mutually beneficial; and,

WHEREAS, the Town believes that its involvement and participation in the Amended Oaks TIF District will be in the best financial interest of the Town and its citizens.

NOW, THEREFORE, for valuable consideration, the County and Town CONTRACT AND AGREE as follows, to wit:

1. The Whereas clauses set forth above are adopted herein as if the same were rewritten.

2. The Town shall participate in the Amended Oaks TIF District with the County and the County will use all reasonable efforts to ensure that the projects identified herein shall be constructed in accordance with the priorities established by the Town.

3. The projects within and near the Town to be constructed at least in part with monies ultimately generated from the Amended Oaks TIF District are hereby listed in order of priority (these projects being collectively referred to as the "Town TIF Projects"), with the first project being of highest priority:

i) East-West Connector
ii) Bluffton Village Library and Post Office Infrastructure
iii) Shults Park Full Build Out
iv) Drayson Circle Water/Sewer
v) North-South Park Road
vi) Shults Road Access to Park
vii) Trails & Pathways
viii) Town Hall Improvements
ix) Other Roads
    (1) Park-Library
    (2) Other Shults Road Improvements
    (3) Sheridan Park Connector

4. Subject to the availability of revenues generated by the Amended Oaks TIF District, the Town TIF Projects shall be funded as follows:

PROJECTS	TIF MONEY USAGE	COMMENTS
Roadway Improvements		
East-West Connector	Primary	Shortfall from Impact Fees, If Any
ROW (Right-of-Way)	Primary	
Rotary	Primary	50% TIF; 50% Private Funds
Landscaping	Tertiary	
N-S Connector	Primary	50% TIF; 50% Private Funds
Sheridan Park	Tertiary	
Park-Library	Secondary	
Shults-Park	Primary	
Shults Road Improvements	Tertiary	
Entrance Roads (Bluffton Village)	Primary	
Library Road/Parking Lots	Primary	Shortfall From Impact Fees
Water/Sewer Improvements		
Lift Station (Bluffton Village)	Primary	
Drainage (Bluffton Village)	Primary	
Sewer Improvements (Drayson)	Primary	
Water & Sewer Service (Bluffton Village)	Primary	

Storm Water Treatment		
Storm Water (Bluffton Village)	Primary	
Re-engineer and Reconstruct County Drainage Ditch (Bluffton Village)	Primary	
Public Facilities		
Library	Primary	Difference Between 18,000 and 25,000 Square Feet
Shults Park	Primary	Difference Between Full Build Out and Impact Fees
Bluffton Town Hall	Secondary	
Trails & Pathways		
Library & Park	Secondary	
Professional Services	Primary	

The parties understand that for the purposes of this agreement: Primary designates the first allocation of monies; secondary designates the second allocation of monies, if any; and, tertiary designates the third allocation of monies, if any.

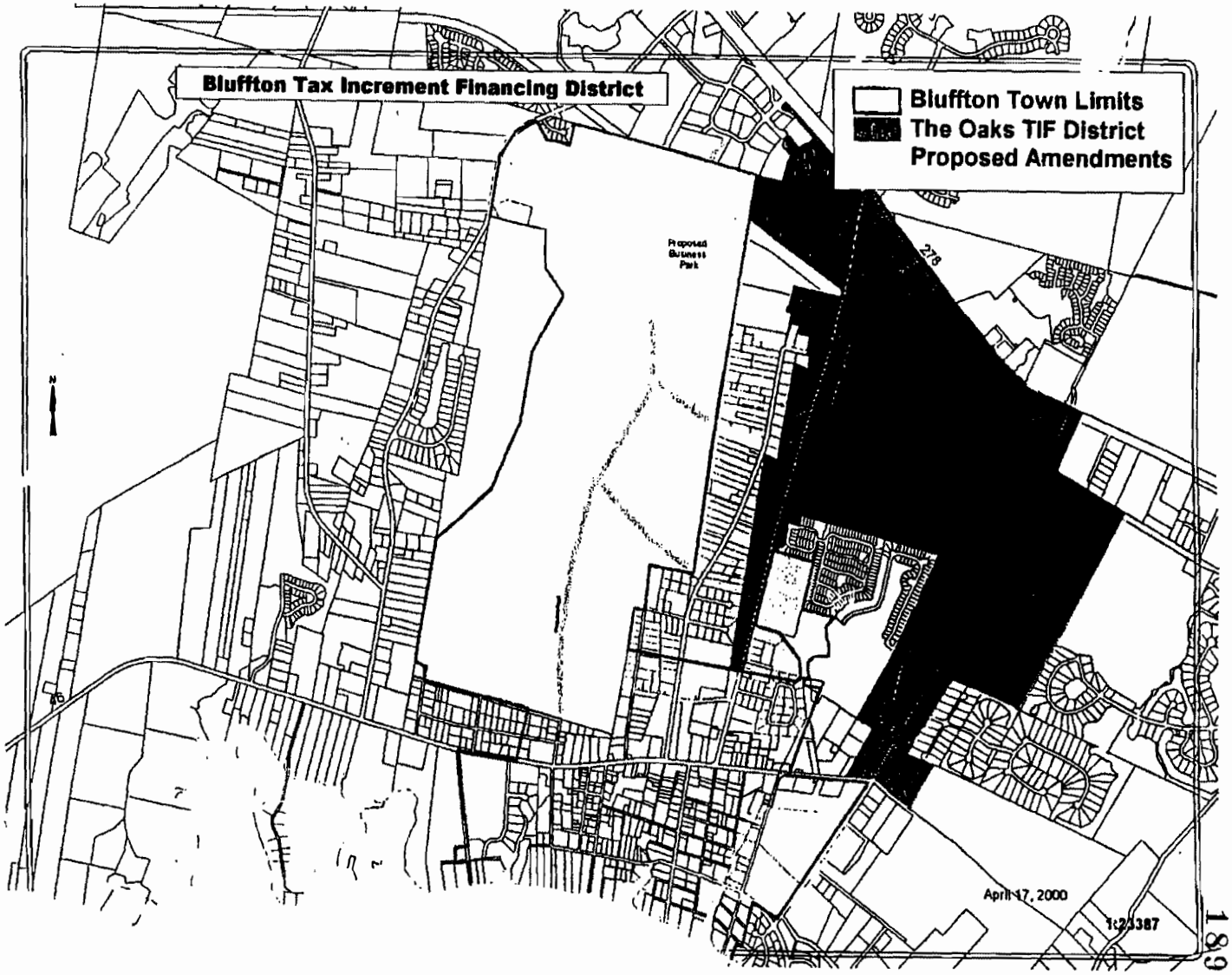
5. If in any tax year the revenue generated by the Amended Oaks TIF District exceeds the amount of debt service in that year, the excess shall be used to pre-pay outstanding debt.

6. The County and Town shall form a committee, which shall oversee the implementation and timing of the redevelopment plan, as well as, the financing of projects contemplated in the Amended Oaks TIF District and as contemplated herein.

7. Attached hereto and incorporated herein as Exhibit A is a map, which delineates the areas included in the Amended Oaks TIF District, and which are identified as the "Proposed Amendments" areas.

8. This Agreement shall be amended or modified only by written instrument duly executed by the parties hereto.

IT IS SO AGREED:


Bluffton Tax Increment Financing District
Bluffton Town Limits
The Oaks TIF District
Proposed Amendments
Proposed Business Park
278
April 17, 2000
1:23387

WITNESSES:

Susan Sherman

Albertha B. Mitchell

TOWN OF BLUFFTON

BY: _____

H. Emmett McCracken, Jr.
Mayor

ATTEST:

Sandra Lunceford
Town Clerk

WITNESSES:

Cheryl H. Harris

Eileen Williams

BEAUFORT COUNTY COUNCIL

BY: _____

Frank Brafman
Chairman

ATTEST:

Suzanne M. Rivers
Clerk to Council

WITNESSES:

TOWN OF BLUFFTON

BY: _____
H. Emmett McCracken, Jr.
Mayor

ATTEST:

_____
Town Clerk

WITNESSES:

BEAUFORT COUNTY COUNCIL

BY: _____
Frank Brafman
Chairman

ATTEST:

_____
Clerk to Council

EXHIBIT S

TIME LINE OF BLUFFTON VILLAGE

April 12, 1999 L. Stetson Rowles (Rowles) enters into an Agreement of Sale with Gillian Burr (Burr) for the purchase of 25.38 acres located on SC 46, in the Town of Bluffton, SC.

May 25, 1999 Rowles entered into a Partnership Agreement with Michael W. Kristoff (Kristoff), which formed a company named Rowkris Development, I, LLC. (Rowkris) for the purpose of developing the Burr property.

August 12, 1999 The United States Postal Service (USPS) holds a public meeting and gives notice to Rowkris that a 19,650 Square foot Main Bluffton Post Office will be located on 5.32 acres of the lands being developed by Rowkris.

November 9, 1999 Rowkris files a Planned Unit Development (PUD) application with the Town of Bluffton for the development of 226,450 square feet of retail, commercial and office, plus 50 residential units on the Burr tract, now named Bluffton Village.

January 12, 2000 Beaufort County Library Board of Directors votes to accept the land donation in Bluffton Village made by Rowkris for the construction of a 18,000-25,000 square foot Bluffton Library.

January 12, 2000 Beaufort County Council has first reading on adding Bluffton Village to an amended Tax Incentive Financing District (TIF), which will allow captured tax dollars to be used for public improvements and infrastructure in Bluffton Village.

January 12, 2000 Bluffton Town Council has final reading and unanimously votes for a PUD designation for Bluffton Village.

March 9, 2000 Rowkris enters into an Agreement with Johnnie Greene for the purchase of 3.91 acres adjacent to Bluffton Village that will be incorporated into Bluffton Village.

March 13, 2000 The USPS notifies Rowkris that a policy change has been made and due to budget constraints it will remain at the existing Bluffton Post Office site and will not build in Bluffton Village.

April 24, 2000 Beaufort County Council has third and final reading to create an amended TIF district to include Bluffton Village.

April 26, 2000 Rowkris, their attorney Wes Jones, and Bluffton Mayor Pro-Tempo Hank Johnston go to Columbia and meet with Congressmen Floyd Spence to ask his assistance in securing a new Post Office in Bluffton Village.

TIME LINE OF BLUFFTON VILLAGE

May 8, 2000 Senator Strom Thurmond and Congressman Floyd Spence send a joint letter to the Postmaster General to request the USPS to reconsider their decision.

May 22, 2000 Beaufort County Council authorizes entering into an Intergovernmental Agreement between the County and the Town of Bluffton which prioritizes the Bluffton Village Library and Post Office Infrastructure as the second (out of 11 items) most important item for TIF funding.

May 22, 2000 Beaufort County Council authorizes entering into a contract between the County and LS3P Architects for the design and construction of the new Bluffton Village Library.

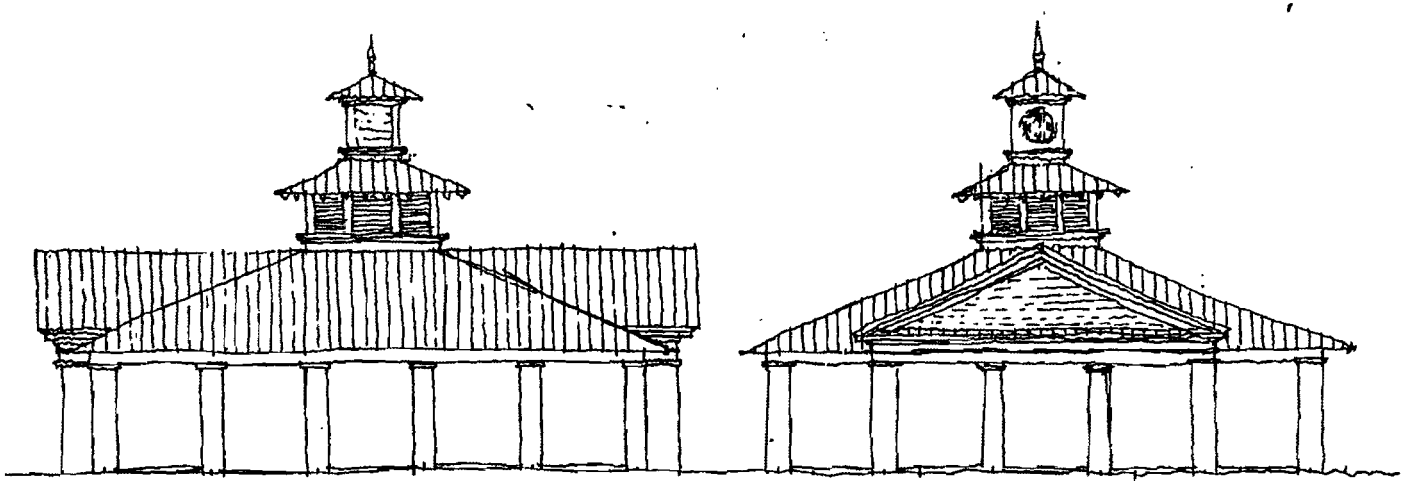
May 23, 2000 Rowkris sends a letter to the USPS offering to donate sufficient ground in Bluffton Village for a 20,000 square foot Main Post Office.

June 2, 2000 USPS sends letter to Rowkris and accepts offer of land donation and agrees to build a new post office.

June 6, 2000 Connor & Associates advises Rowkris that all civil engineering for Phase I has been completed and permit requests have been filed with the appropriate agency's.

June 15, 2000 Beaufort County Council authorizes entering into a Memorandum of Agreement between the County and Rowkris for approximately 1.7 million in TIF dollars for storm drainage, sewers, water, and road construction in Bluffton Village.

EXHIBIT T

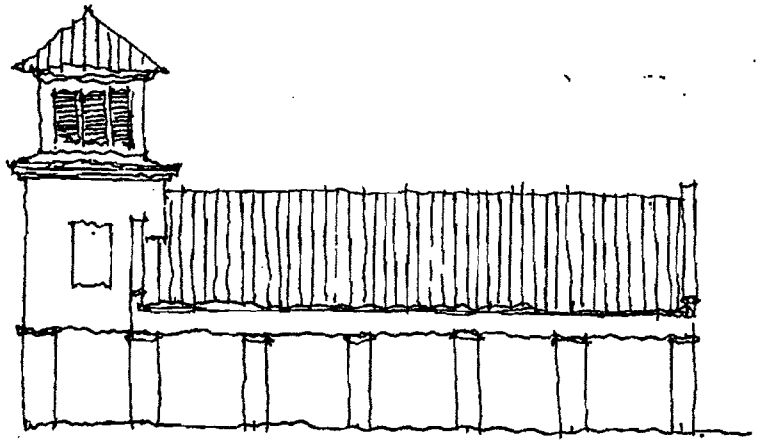


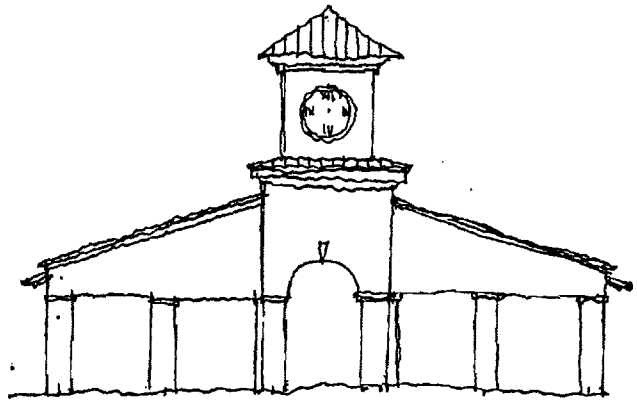
conceptual elevation "A"

Market Hall at Bluffton Village
9.12.00

GROUP III
ARCHITECTURE • INTERIORS • PLANNING

1902

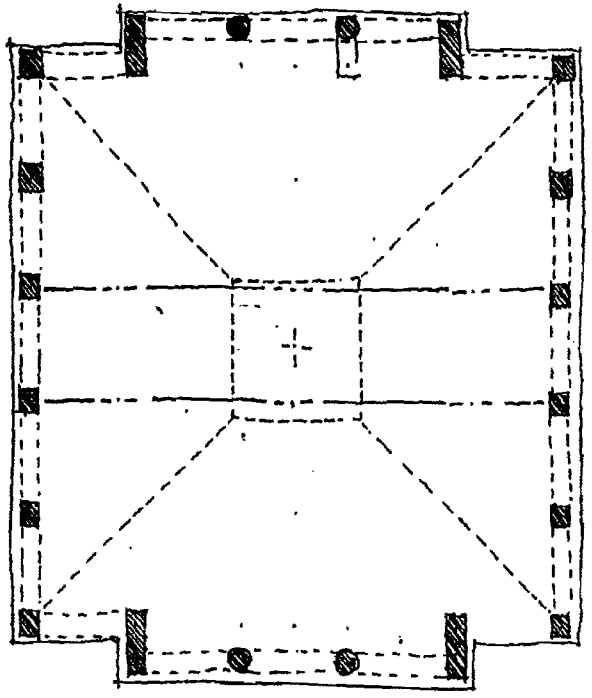




Conceptual elevation "B"

Market Hall at Bluffton Village
9.12.00

GROUP III
ARCHITECTURE • INTERIORS • PLANNING



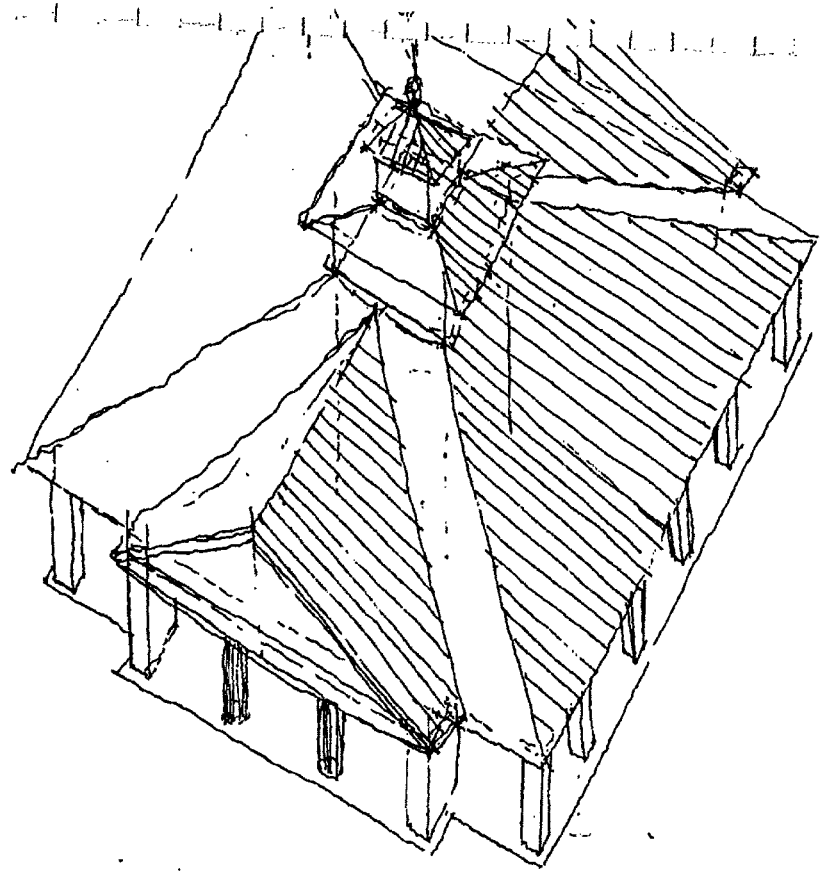
conceptual floor plan "A"

Market Hall at Bluffton Village

9·12·00

GROUP III

ARCHITECTURE • INTERIORS • PLANNING

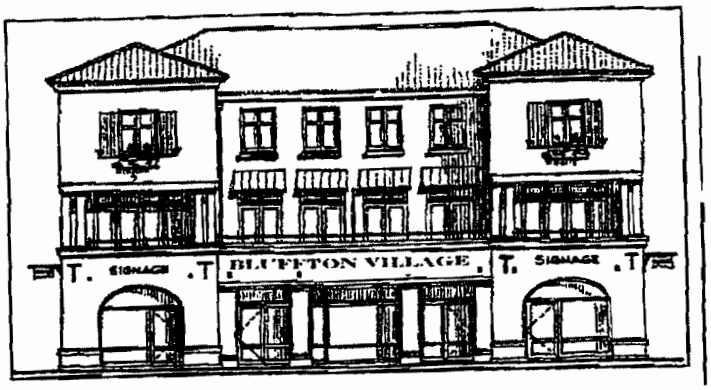


Conceptual isometric "A"

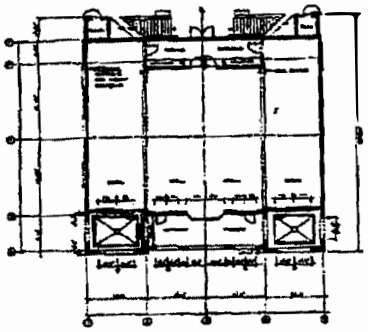
Market Hall at Bluffton Village
9.12.00

GROUP III
ARCHITECTURE • INTERIORS • PLANNING

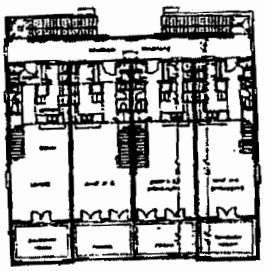
1906



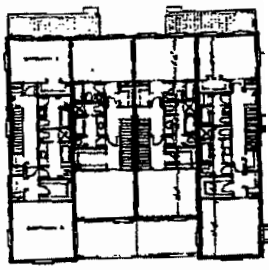
REAR VIE



MAIN FLOOR

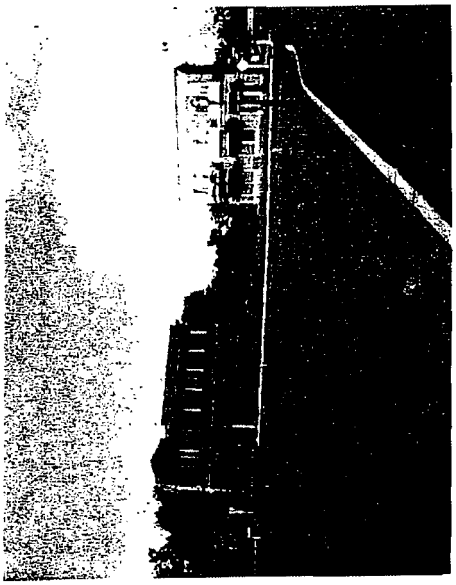


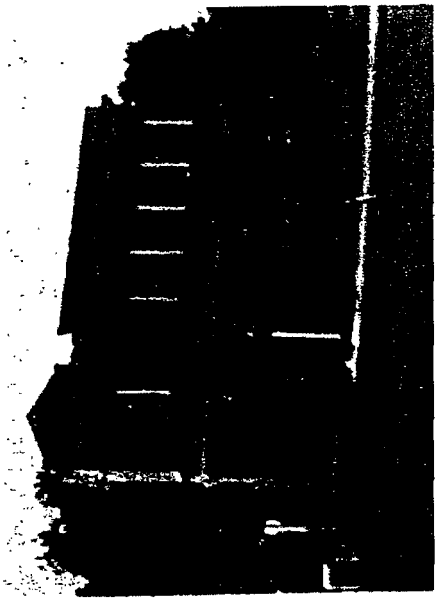
SECOND FLOOR



THIRD FLOOR

1907





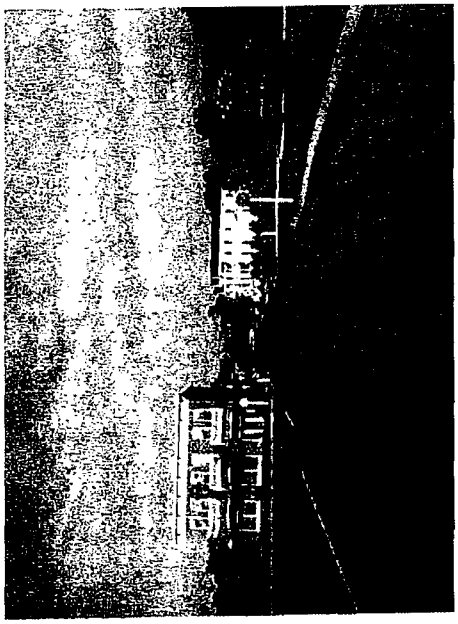


EXHIBIT U

EXSISTING VS. PROPOSED PUD

	EXSISTING 1/12/00	PROPOSED	REQUIRED
ACRES	25.83	29.53	
DENSITY	226,750 SF (8,934SF per acre)	212,450 SF (7,194 SF per acre)	NA
PARKING	793	895	3.5 PER SF/744
OPEN SPACE	46%	40%	15% (5.29C4-DSO)
RESIDENTIAL	50DU	38DU	

BLUFFTON VILLAGE

EXHIBIT V

CONNOR & ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS

October 29, 1999

Mr. Stetson Rowles
Rowlands Development I, LLC
10 Plantation Drive
Hilton Head Island, SC 29928

Subject: **Tree Evaluation – The Burr Tract, 25.38 Acres**
US Hwy 46, Bluffton, SC

Dear Mr. Rowles:

At you request, I have completed an evaluation of the tree cover on the 25.38-acre site known as "The Burr Tract" in Bluffton.

For this analysis, I determined the timber types present and estimated the total number of trees (by size and species) on the property. This was accomplished by counting the trees in one-fifth (1/5)-acre sample plots that were randomly spaced throughout the property and extrapolating the results to represent the count over the total acreage.

As indicated on the attached sketch, the majority of the property (approximately 23.78 acres) would be characterized as an Upland Pine Forest. This area appears to have been timbered without replanting, leaving large open areas without trees and relatively few trees remaining from the timbering or established by natural regeneration in the remaining areas. Accordingly, the estimate of the total number of trees shown on the attached Tree Count Estimation Tally Sheet will be high, since I did not sample the open areas. The thick undergrowth covering most of the site consists of oak and laurel saplings interlaced with blackberry and other shrubs and ground cover.

A second distinct area (shown on the attached sketch), comprising the remaining 1.60 acres of the property, is a small, isolated hardwood stand. The trees consist of gums and water oaks with diameters between 6 and 16 inches. This stand would be characterized as a Mixed Upland Young Forest consisting of mixed southern hardwoods.

Please feel free to call me if you have any questions. I remain

Sincerely,

Matthew M. Crawford, PLS
Director of Surveys

Attachments (as stated)

Cc: File (tree-desc.doc @ RDE-001)
Allen Ward, PE

P.O. BOX 381
BLUFFTON, SOUTH CAROLINA 29910

6001 CHATHAM CENTER DRIVE, SUITE 170
SAVANNAH, GEORGIA 31405-1324

EXHIBIT W

DRAFT #13 of 10/17/00

STATE OF SOUTH CAROLINA)
) DEVELOPMENT AGREEMENT
COUNTY OF BEAUFORT) BLUFFTON VILLAGE

This Development Agreement ("Agreement") is made and entered this _____ day of _____,2000, by and between Rowkris Development I, L.L.C., a South Carolina Limited Liability Company ("Developer") and the governmental authority of the Town of Bluffton, South Carolina ("Bluffton or Town").

WHEREAS, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act," (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and

WHEREAS, the Act recognizes that "The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." [Section 6-31-10 (B)(1)]; and

WHEREAS, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." [Section 6-31-10 (B)(6)]; and,

WHEREAS, the Act further authorizes local governments, including municipal governments, to enter Development Agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, the Town seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and

WHEREAS, the Town finds that the program of development proposed by Developer for this Property is consistent with the Town's comprehensive land use plan; and will further the health, safety, welfare and economic well being of the Town and its residents; and

WHEREAS, the development of the Property and the program for its development presents an unprecedented opportunity for the Town to secure quality planning and growth, protection of the environment, to obtain a site for the location of a regional county library facility within the municipal limits of the Town, to facilitate the location of a new and enlarged United States Post Office within the municipal limits of the Town, and to strengthen and revitalize the Town's tax base; and

WHEREAS, this Development Agreement is being made and entered between Developer and Bluffton, under the terms of the Act, for the purpose of providing assurances to Developer that it may proceed with its development plan under the terms hereof, as hereinafter defined, consistent with its approved PUD Master Plan (as hereinafter defined) without encountering future changes in law which would materially affect the ability to develop under the plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the Town of Bluffton.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Bluffton and Developer by entering this Agreement, and to encourage well planned development by Developer, the receipt and sufficiency of such consideration being hereby acknowledged, Bluffton and Developer hereby agree as follows:

I. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.

As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as Exhibit A.

"Bluffton Village" means that certain tract of land described on Exhibit B.

"Developer" means Rowkris Development I, L.L.C., a South Carolina Limited Liability Company, or all successors in title or lessees who undertake Development of the Property or who are transferred Development Rights.

"Development" means the definition of development as set forth in the Zoning Regulations.

"Development Agreement Ordinance" means the ordinance ratified by the Town Council of Bluffton on June 10, 1998, establishing procedures for the execution of the Development Agreement in the Town of Bluffton.

"Development Rights" means Development undertaken by the Owner or Developer(s) in accordance with the Zoning Regulations and this Development Agreement.

"Owner" means any successor in title to Developer who undertakes development of the Property or who is transferred Development Rights.

"Owners Association" means an entity formed pursuant to the Zoning Regulations which is responsible for the construction and/or maintenance and/or upgrading of the infrastructure in the Master Plan approved under the Zoning Regulations and this Development Agreement, to include but not be limited to roads, common areas, water, sewer and storm water management systems.

"Property" means that tract of land described on Exhibit B.

"PUD Ordinance" means the Planned Unit Development Ordinance ratified by the Town Council of Bluffton on October 18, 2000, establishing a Planned Unit Development Zoning District in the Town of Bluffton.

"Term" means the duration of this agreement as set forth in Section III hereof.

"Zoning Regulations" means the ordinance ratified by the Town Council of Bluffton on October 18, 2000, establishing a Planned Unit Development for the Property, and all the attachments thereto, including but not being limited to the Master Plan (and all Exhibits thereto), all narratives, applications, and site development standards, as same may be hereafter amended by mutual agreement of the Town and the Owner, (a copy of all of which is attached hereto marked Exhibit C and incorporated herein by reference), this Development Agreement, and the PUD Ordinance.

III. TERM.

The term of this Agreement shall commence on the date this Agreement is executed by the Town and Owner and shall terminate upon completion of development of the property or five (5) years from the date of execution whichever event first occurs.

IV. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with the Zoning Regulations and this Development Agreement. The Town shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations. All costs charged by or to the Town fors uch reviews shall be paid by the Owner or Developer, as applicable.

V. CHANGES TO ZONING REGULATIONS.

The Zoning Regulations relating to the Property subject to this Development Agreement, except as provided for in Section 10 herein, shall not be amended or modified during the Term, without the express written consent of the Owner. Owner does, for itself and its successors and assigns, including Developer(s) and notwithstanding the Zoning Regulations, agrees to be bound by the following:

1. The Developer shall be required to notify the Town, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage, as applicable, subject to the transfer. A Developer transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to file with the Town an acknowledgment of this Development Agreement and a commitment to be bound by it.

2. The Developer and any Owner agree that all Development, with the exception of irrigation, incidental maintenance facilities and facilities existing at the date of this Development Agreement will be served by potable water and sewer prior to occupancy.

VI. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as Exhibits D. Pursuant to the Act, the failure of the Developer and any Owner to meet the development schedule shall not, in and of itself, constitute a material breach of this agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owner's and Developer(s)' s good faith efforts made to attain compliance with the development schedule.

VII. DENSITY.

Mixed use development on the Property shall be limited to the following:

A. 38 attached townhouse units, plus (1) Dependency Unit per townhouse unit (not to exceed 800 square feet); and

B. 212,750 square feet for commercial, civic, and multifamily use.

VIII. EFFECT OF FUTURE LAWS.

Developer and any Owner shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future pursuant to the terms hereof, and this Development Agreement for the entirety of the Term. Future enactments of, or changes or amendments to Town ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall apply to the Property only if permitted pursuant to the Act, and/or agreed to in writing by the parties.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the Town, or of any law or ordinance of general application throughout the Town found by the Bluffton Town Council to be necessary to protect the health, safety and welfare of the citizens of Bluffton. Not withstanding the above, the Town may apply subsequently enacted laws to the Property only in accordance with the Act.

Notwithstanding any provisions to the contrary above written, the Town acknowledges that Phase I ("Phase I Improvements") of the Master Plan include but are not limited to a Beaufort County Public Library and a United States Post Office to serve the needs of the residents of the Town. The Town considers these public facilities to be vitally important to the welfare of the citizens of the Town and therefore acknowledges that the Phase I Improvements are essential to the health, safety and public welfare of the citizens of the Town of Bluffton and the Town will take no action inconsistent with or contrary to the terms, findings and spirit of this Development Agreement that would in any way delay or postpone the development of the Phase I Improvements. The term Phase I Improvements shall also be deemed to include all of the infrastructure funded in whole or in part by Tax Increment Financing as more fully described in Section IX hereafter.

IX. INFRASTRUCTURE AND SERVICES

Bluffton and Developer recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Developer. It is further agreed however that certain of the infrastructure costs associated with Bluffton Village shall be done primarily to benefit the proposed public library site as hereinafter described in Section X, and that all or a portion of the costs of such infrastructure shall be funded through Tax Increment Financing ("TIF") in accordance with the Intra-governmental Service Agreement between Beaufort County and the Town of Bluffton dated the 22nd day of May, 2000, and the Memorandum of Agreement between Developer, Beaufort County and the Town of Bluffton dated the 12th day of June, 2000, (copies of both documents being attached hereto and marked Exhibit E and Exhibit F respectively and incorporated herein by reference). Subject to the conditions set forth herein, the parties make specific note of and acknowledge the following:

A. Private Roads. All roads within the Property shall be constructed by the Developer, and maintained by it and/or an Owner's Association, or dedicated for maintenance to other appropriate entities. The Town of Bluffton will not be responsible for the construction or maintenance of any roads within the Property.

B. Public Roads and Traffic Impacts. The public road that is contiguous to and serves the Property is identified as South Carolina Highway 46 and is under the jurisdiction of the State of South Carolina regarding access, construction, improvements and maintenance. Developer acknowledges that it must comply with all applicable state statutes, and rules and regulations of the South Carolina Department of Transportation, or its successor.

Developer recognizes the potential impact on the public roadways resulting from Bluffton Village PUD. Accordingly, Developer has retained TranSystems Corporation to study the traffic impacts, specifically including the proposed United States Post Office and Beaufort County Regional Library. Among the traffic mitigation being considered is the addition of turning lanes, increasing the road width to four lanes and expanding to five lanes and placing a traffic light at the entrance into Bluffton Village. Developer is committed to a traffic light at the south entrance to the Property and in conjunction with the Town, will use best efforts to cause the South Carolina Department of Transportation to install such light. Developer shall pay for the installation of the light. A traffic analysis is included in the Zoning Regulations. Moreover, Developer shall retain a traffic consultant acceptable to the Town to update its traffic study following the Phase 1 Improvements before applying for Phase II permits. No further traffic impact analysis will be required for individual development applications that are submitted in conformity with the Zoning Regulations.

In anticipation of the widening of S.C. Highway 46, the Developer agrees, if requested, to dedicate up to ten feet (10') of its Property along the boundary line adjacent to S.C. Highway 46 to accommodate additional right-of-way. Further, Developer will grant a seven foot (7') utility easement parallel to such revised boundary line bordering S.C. Highway 46. In the event of such dedication, Town agrees to a reduced vegetative buffer of forty feet (40') along the length of the Property bordering

S.C. Highway 46. The seven foot (7') utility easement shall be within this buffer area. The requirements for the reduced buffer are as set forth in the Master Plan.

C. Potable Water. Potable water will be supplied to the Property by Beaufort/Jasper Water and Sewer Authority or some other legally constituted provider allowed to operate in the Town, at the election of the Developer. Developer will construct or cause to be constructed all necessary water service infrastructure within the Property, which will be maintained by it or the provider. The Town of Bluffton shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property. Nothing herein shall be construed as precluding the Town from providing potable water to its residents in accordance with applicable provisions of laws.

Unless otherwise approved by the Town for temporary service, Developer agrees that no wells shall be constructed within the Property which draw water from the Upper Floridian aquifer as a primary source of potable water or irrigation water after Beaufort-Jasper Water and Sewer Authority or other provider completes water service to the Property.

D. Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by Beaufort/Jasper Water and Sewage Authority or some other legally constituted provider allowed to operate in the Town. Developer will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the provider. The Town of Bluffton will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property. Nothing herein shall be construed as precluding the Town from providing sewer services to its residents in accordance with applicable provisions of laws .

E. Drainage System. All stormwater runoff and drainage improvements within the Property shall be designed in accordance with the Zoning Regulations and Section XI hereof. All stormwater runoff and drainage system improvements will be constructed by Developer and maintained by Developer and/or an Owner's Association, as appropriate. The Town of Bluffton will not be responsible for any construction or maintenance costs associated with the drainage system within the Property.

F. Solid Waste Collection. The Town shall provide solid waste collection services to the Property as is provided to other residences and businesses within the Town.

G. Police Protection. The Town shall provide police protection services to the Property on the same basis as is provided to other residents and businesses within the Town.

H. Recycling Services.

The Town shall provide recycling services to the Property on the same basis as is provided to the residences and businesses of the Town.

I. Emergency Medical Services. Such services are now provided by Beaufort County. The Town of Bluffton shall not be obligated to provide emergency medical services to the Property, absent its election to provide such services on a town-wide basis.

J. Library Services. Such services are now provided by Beaufort County. The Town of Bluffton shall not be obligated to provide library services to the Property, absent its election to provide such services on a town-wide basis.

K. School Services. Such services are now provided by Beaufort County. The Town of Bluffton shall not be obligated to provide school services to the Property, absent its election to provide such services on a town-wide basis.

L. Fire Services. Such services are now provided by The Bluffton Township Fire District. The Town of Bluffton shall not be obligated to provide fire services to the Property, absent its election to provide such services on a town-wide basis.

M. Utilities. All utilities on the Property shall be underground.

X. DEDICATIONS

The Town of Bluffton and Owner understand and agree that Development of the Property shall impose certain costs to the Town. Eventually, ad valorem taxes collected from the Property may meet or exceed the burdens placed upon the Town, but certain initial costs and capital expenditures are now required in order to ensure that the present residents of the Town are not called upon to pay higher taxes to accommodate the development of the Property. The following items are hereby agreed upon to be provided by Owner, it successors and assigns, to offset such future costs and expenditures:

A. Dedication of Library Site.

The Developer has offered to the Town, or its designee (at no cost) an approximately 3.41 acre site within the Property for the location of a Beaufort County Regional Library. The initial construction size of the library is estimated to be from 18,000 to 25,000 square feet. Developer shall, within thirty 30) days after the improvements and reimbursements identified in the Memorandum of Agreement between Developer and Beaufort County, dated June 12, 2000 are completed, dedicate such site to the Town or its designee. In the event the improvement reimbursements are not disbursed as set forth in the Memorandum of Agreement between Developer and Beaufort County, the site may be developed by Developer for any other use permitted under this Development Agreement and the Zoning Regulations.

In the event the site is dedicated as described above and the library use of the site ceases, the site may be for such other public purposes as may be designated by the Town and which shall not be detrimental to the PUD.

B. Dedication of United States Post Office Site.

The Developer has offered to the United States Postal Service, or its designee (at no cost) an approximately 3.81 acre site within the Property for the location of a United States Post Office. It is contemplated that the construction size of the Post Office will be approximately 20,000 square feet. It is expressly agreed and understood that in the event the proposed United States Post Office site is

either not used as a Post Office, or the Post Office use of the site ceases, any such portion of the property can be used for any other uses permitted under the Zoning Regulations.

C. Dedication of Town Hall Site.

Developer agrees to make available to the Town (at no cost) an approximately .66 acre site within the Property which will accommodate a building of up to 21, 000 square feet for use as a Bluffton Town Hall with such square footage not being applied against the density limitation set forth in Section VII herein above. At the discretion of the Town this site shall be deeded to the Town or the parties agree to own and construct the Town Hall facility in any other matter acceptable to both parties. In the event the Town does not utilize the site for a Town Hall facility, the site shall thereafter not be developed and shall remain as open space for use by the Town in perpetuity.

D. Administrative Charges for Professional Assistance.

The parties acknowledge that the increased development within the Bluffton area has created a need for a professional staff to assist the Town in the planning and permitting. Accordingly, Developer has agreed to make an initial administrative payment to the Town upon the execution of this Contract and to thereafter make annual administrative payments for the purpose of hiring personnel who will be directly related to the planning and permitting responsibilities of the Town. The initial payment by Owner to Town shall be Thirty Thousand and no/100 Dollars ($30,000.00) at the time of the execution of this agreement and on the anniversary date of the Development Agreement for each year thereafter for four (4) successive years, Owner shall make additional payments of Forty-Four Thousand and no/100 Dollars ($44,000.00) per year.

[INTENTIONALLY LEFT BLANK]

E. Interim Development Fees.

(i) To assist the Town in meeting expenses resulting from ongoing development, Developer shall pay development fees ("Development Fees") as follows:

DEVELOPMENT FEES	AMOUNT
Commercial, Retail and Multi-Family Space	$.75 per square foot of enclosed, heated space
Individual Dwelling Units	$1,000.00
Dependency Units	$ 500.00

(ii) All Development Fees shall be collected at the time of obtaining a building permit.

(iii) Notwithstanding any provision to the contrary contained within this Agreement, the Development Fees are being paid in lieu of any other impact fees or Development Fees adopted by the Town at any time hereafter during the term of this Agreement; provided, however, that the Owner and/or Developers shall be subject to the payment of any and all present or future fees enacted by the Town that are of town-wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections or other matters.

(iv) Nothing herein shall be construed as relieving the Developer, its successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the town. Any impact fee which is payable to Beaufort County, to support infrastructure provided by Beaufort County, such as, but not limited to, schools, libraries parks, and roads, shall not be affected by this Agreement, so long as such fees apply to all development and not specifically the Property. Moreover, the Developer, its successors and assigns, shall be subject to the payment of any and all present and/or future fees enacted by the Town that are of town-wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections or other matters.

F. Boat Ramp Repair. As additional consideration for the covenants of the Town of Bluffton hereunder, Developer agrees to pay to the Town of Bluffton Twenty-Five and no/100 Dollars ($25.00) per Dwelling Unit, paid one time for each Dwelling Unit within the Property upon application for a building permit for that Dwelling Unit, for a boat ramp repair fund which the Town hereby agrees shall be used exclusively for the repair of public access boat ramp facilities in or near the Town of Bluffton.

XI. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE.

The Town of Bluffton and Developer recognize that Development can have negative as well as positive impacts. Specifically, Bluffton considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the Town of Bluffton, to be mandatory goals, to be achieved without compromise. Developer shares this commitment and therefore agrees to the following:

1. Storm Water Quality. Protection of the quality in nearby waters is a primary goal of the Town. The Owner and Developers shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of storm water.

The Developer agrees to prepare a study of pre-development drainage characteristics of the Property, prepare a Master Plan of the storm water drainage systems for each Master Plan, construct storm water drainage systems in accordance with the approved Plans, and maintain the systems allowing proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by the amount of impervious surfaces, Developer or any Owner commits to design storm water management systems in such a way that the storm water quality delivered to the receiving waters is mitigated to a level which is no more than that associated with ten percent (10%) impervious coverage. Further, Developer agrees to provide pretreatment BMP's, including supplemental Open Space (in accordance with Beaufort County's Manual for Storm water Best Management Practices, prepared by Camp Dresser & McKee, as of March, 1998), where required by engineering design and calculations. In addition to the water quality safeguards as committed to by Developer above, notwithstanding Section V hereof, Developer and any Owner shall adhere to any and all future ordinances or regulations of the Town (or portions thereof) governing detention, filtration, and treatment of storm water provided those ordinances and regulations apply town wide and are consistent with sound engineering practices. It is specifically agreed however, that any such ordinances of the Town that directly or indirectly affect the setback, buffer or open space requirements permitted pursuant to the Zoning Regulations will not be applicable to the Developer and any Owner and the Property without the Developer or any Owners' express written consent thereto; provided, however, open space requirements may be modified as a result of specific implementation requirements for future storm water management BMP's related to detention and treatment of storm water that apply Town wide and are consistent with sound engineering practices.

2. Tree Protection. Developer and any Owner shall comply with the Zoning Regulations pertaining to trees.

3. Bluffton Character Protection. Developer and the Town agree and recognize that it is imperative to preserve and enhance the basic character of Bluffton and the quality of life that has made Bluffton both unique and appealing. Owner endorses the concept of an overlay district for

the Town's central core area, if such district otherwise meets the approval of the Town. Developer and the Town shall agree on architectural guidelines ("Architectural Guidelines") in accordance with the Zoning Regulations. Further, Owner and any Developers agree that any franchise architecture which is not consistent with the Bluffton Village design established in the Master Plan and the Architectural Guidelines will not be allowed.

4. Affordable Housing. Owner and the Town recognize the increasing needs for affordable housing in the Bluffton area. Owner will encourage and use best efforts to promote affordable housing within the Property and in consideration therefore, the Town will define affordable housing and develop reasonable incentives to encourage the development of affordable housing within Bluffton. Reasonable incentives may include but not be limited to the elimination of Development Fees on affordable housing. Owner will consult with the Town regarding incentives to encourage and promote affordable housing which would include but not be limited to price discounts and land and density adjustments.

5. Commitment to Company Investment and Presence in Town. Developer commits to participate in Town activities and daily life through civic involvement of its employees, and generally to encourage and support the traditional activities within the Town which help to define its character.

6. Commitment to Employment Opportunity for Residents. Developer is an equal opportunity employer and demands the same from all its contractors. Developer also recognizes that it is important that citizens of Bluffton have the opportunity for gainful employment and future advancement in the immediate Bluffton area. In order to facilitate opportunity for Bluffton residents, Developer agrees to post notices of all job opportunities within the Property, in a conspicuous location at Town Hall, and to review all applications of Bluffton applicants, to include Bluffton based contractors and businesses.

XII. Compliance Reviews. As long as Developer owns any of the Property in Bluffton, Developer, or its designee, shall meet with the Town, or its designee, at least once, per year, during the Term to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Developer, or its designee, shall be required to provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. The Developer, or its designee, shall be required to compile this information for its Development and that of Developers.

XIII. Defaults. The failure of the Developer and any Owner or the Town to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance and the termination of this

Development Agreement in accordance with the Act; provided however no termination of this Development Agreement may be declared by the Town absent its according the Developer and any Owner the notice, hearing and opportunity to cure in accordance with the Act; and provided further that nothing herein shall be deemed or construed to preclude the Town or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Development Agreement.

A default of the Developer shall not constitute a default by an Owner, and a default by an Owner shall not constitute a default by the Developer. Notwithstanding the foregoing, it is acknowledged by all persons, firms or entities claiming or accorded interests in this Development Agreement that the following events shall constitute a default as to the Developer and any Owner, entitling the Town to pursue the termination of this Development Agreement, in accordance with the Act:

(1) the failure of the Developer to timely remit or deed to the Town any land per the terms of this Development Agreement;

(2) if at any time during the Term there shall be filed by or against the Developer in any court, pursuant to any state or federal statute, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or part of the assets of Developer, or if Developer makes an assignment for the benefit of creditors.

XIV. Modification of Agreement. This Development Agreement may be modified or amended only by the written agreement of the Town and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

XV. Notices. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to the Town at:

Town of Bluffton
Post Office Box 386
Bluffton, SC 29910
Attention: Town Clerk

And to the Developer at: Rowkris Development I, L.L.C.

10 Plantation Drive
Hilton Head Island, SC 29928
Attention: L. Stetson Rowles, Jr.

With Copy To:

Law Office of Lewis J. Hammet, P.A.
Post Office Box 1719
32 Calhoun Street
Bluffton, South Carolina 29910
Attention: Lewis J. Hammet

XVI. General:

Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Development Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and Developers and the Town shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the Town may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, Developers and the Town each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

Estoppel Certificate. The Town, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

(1) that this Agreement is in full force and effect,

(2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments,

(3) whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and

(4) whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements. conditions and understandings among the Town and the Owner relative to the Property

and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Town, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

Assignment. Other than Development Rights as defined herein, no other rights, obligations, duties or responsibilities devolved by this Agreement on or to the Owner, Developer(s) or the Town are assignable to any other person, firm, corporation or entity.

Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the Town's right and power of eminent domain under the laws of the State of South Carolina.

No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the Town, the Owner and Developers. No other persons shall have any rights hereunder.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

_____

_____

ROWKRIS DEVELOPMENT I, L.L.C.

By:_____

Its: _____

Attest:_____

Its:_____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT.)

I HEREBY CERTIFY, that on this ____ day of _____, 2000, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

_____
Notary Public for South Carolina
My Commission Expires: _____

WITNESSES:

TOWN OF BLUFFTON, SOUTH CAROLINA

_____

_____
Emmett McCracken
Mayor-Town of Bluffton

_____

_____

Attest:_____
Sandra Lunceford
Its: Town Clerk-Town of Bluffton

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT.)

I HEREBY CERTIFY, that on this ____ day of _____, 2000, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

_____
Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT X

EXHIBIT X

PROPERTY DESCRIPTION

All those certain tracts and parcels of property, located in Beaufort County, South Carolina, being more particularly described as follows:

All that certain piece, parcel or tract of land situate, lying and being located in the Town of Bluffton, Beaufort County, South Carolina, containing 16.56 acres, more or less, and identified as the property of Gillian I. Burr on that certain plat entitled "A Boundary Plat of Tax Parcels 610-39-51B and 51C', prepared by Matthew M. Crawford, SC RLS No: 9756 of Connor & Associates, Inc., dated November 17, 1999 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 75 at Page 45.

This being a portion of the property identified as Parcel II and conveyed to Gillian I. Burr by Corrective J.T.R.O.S. Affidavit filed with the Beaufort County Probate Court in File Number 91-ES-07-065 and subsequently filed with the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 1264 at Page 1428.

Tax Map Number: 610-39-51B

AND ALSO:

All that certain piece, parcel or tract of land situate, lying and being located in the Town of Bluffton, Beaufort County, South Carolina, containing 8.84 acres, more or less, and identified as the property of Gillian I. Burr on that certain plat entitled "A Boundary Plat of Tax Parcels 610-39-51B and 51C" prepared by Matthew M. Crawford, SC RLS No. 9756 of Connor & Associates, Inc., dated November 17, 1999 and recorded in the Office of the Register of Deeds for Beaufort county, South Carolina, in Plat Book 75 at Page 45.

This being a portion of the property identified as Parcel I conveyed to Gillian I. Burr by corrective J.T.R.O.S. Affidavit filed with the Beaufort County Probate Court in File Number 91-ES-07-065 and subsequently filed in with the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 1264 at Page 1428.

Tax Map Number: 610-39-51C

AND ALSO:

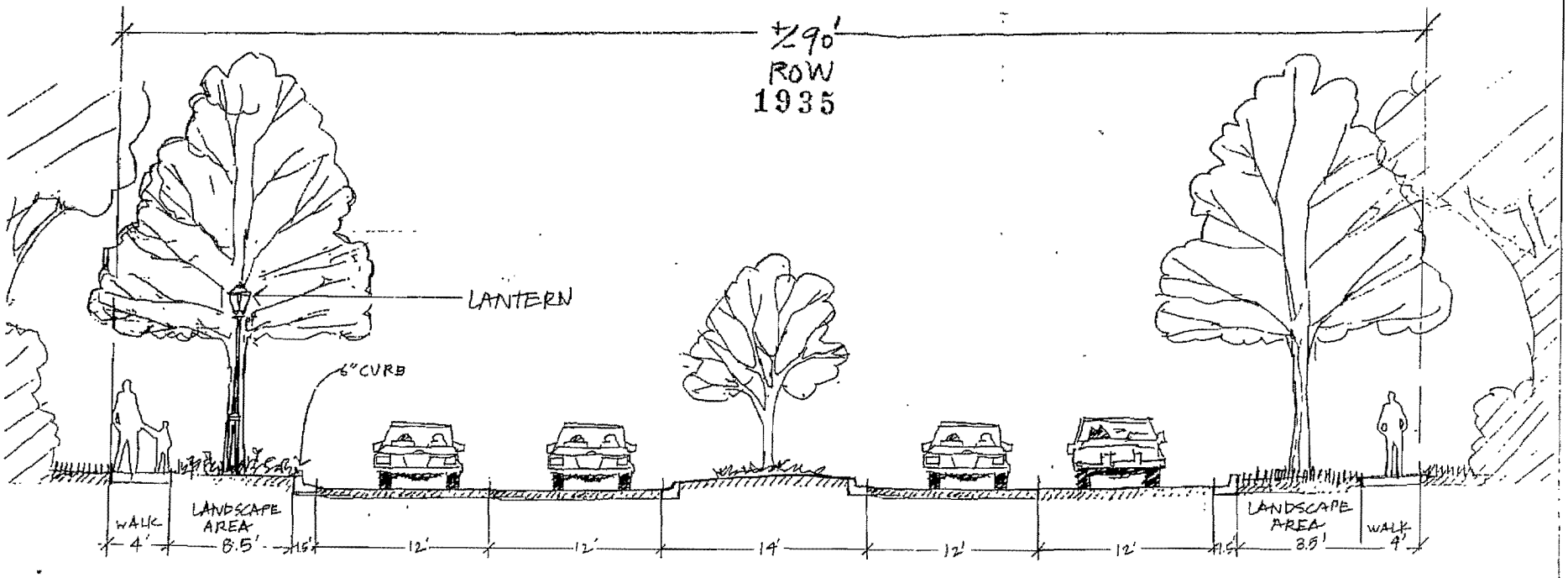
All that certain piece, parcel or tract of land having and containing 3.915 acres, more or less, situate, lying and being in Beaufort County, South Carolina, and

being more particularly described as a portion of the property shown on a plat prepared for Charles D. Howell by R. D. Trogdon, Jr., R.L.S. #2712, said plat being dated February 1, 1983 and revised January 26, 1985, and further revised March 7, 1985, and recorded in the Office of the Register of Mense Conveyances for Beaufort county, South Carolina in Plat Book 33 at Page 68 on July 31, 1985. The property conveyed herein consists of the remaining portion of the 5.175 acres depicted on the above referenced plat after cutting out that certain piece, parcel or tract of land containing 1.26 acres, more or less, said 1.26, more or less, being more particularly described on a plat prepared for Johnny Greene by David D. Gasque, R.L.S. #10506, said plat being dated May 4, 1990, and recorded in the Office of the Register of Mense Conveyances for Beaufort county, South Carolina in Plat book 38 at Page 136 on May, 4, 1990. For a more detailed description as to courses, distances, metes, and bounds of the 3.915 acres, more or less, conveyed herein, reference is craved to the above referenced plats of record. Further reference is craved to that certain plat further describing the above referenced property prepared for Rowkris Development, LLC by Connor & Associates. Said Plat being dated May11, 2000.

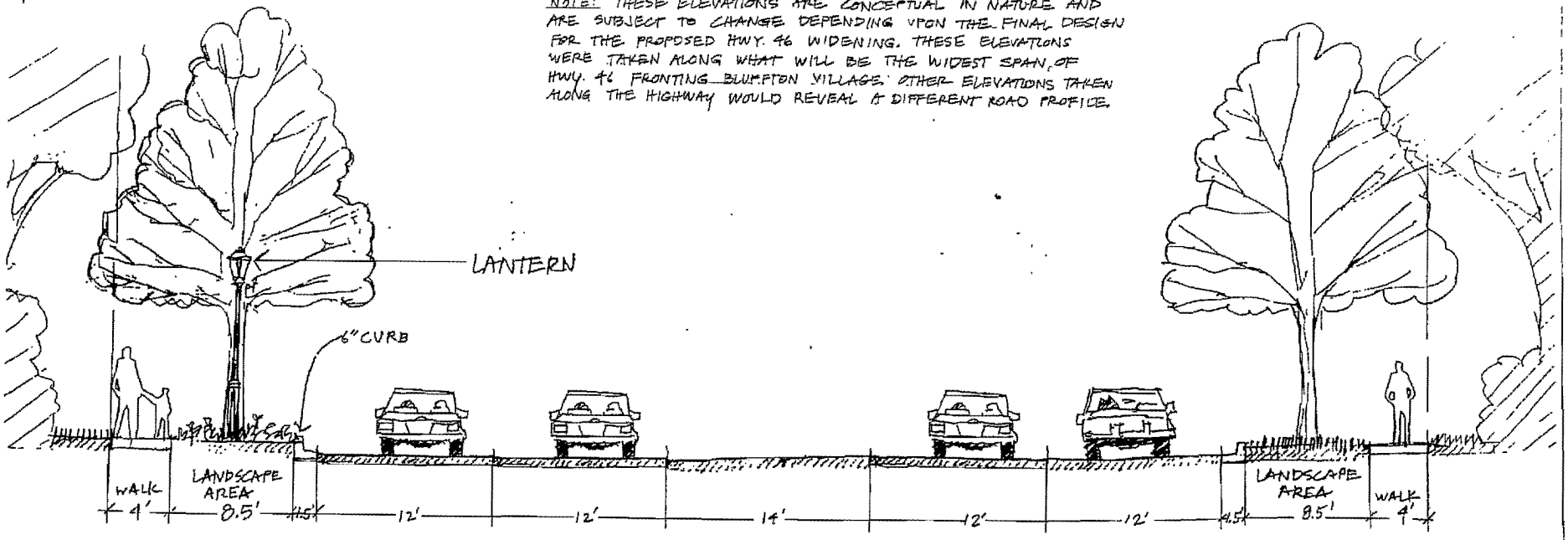
Tax Map Number: 610-39-51F

The parcels as above referenced constitute the consolidated property which is the subject of this Development Agreement and the Bluffton Village PUD Master Plan, as approved by the Town of Bluffton.

EXHIBIT Y



NOTE: THESE ELEVATIONS ARE CONCEPTUAL IN NATURE AND ARE SUBJECT TO CHANGE DEPENDING UPON THE FINAL DESIGN FOR THE PROPOSED HWY. 46 WIDENING. THESE ELEVATIONS WERE TAKEN ALONG WHAT WILL BE THE WIDEST SPAN OF HWY. 46 FRONTING BLUFFTON VILLAGE. OTHER ELEVATIONS TAKEN ALONG THE HIGHWAY WOULD REVEAL A DIFFERENT ROAD PROFILE.



SECTION ELEVATIONS THROUGH HIGHWAY 46

SCALE: 1/4"=1'

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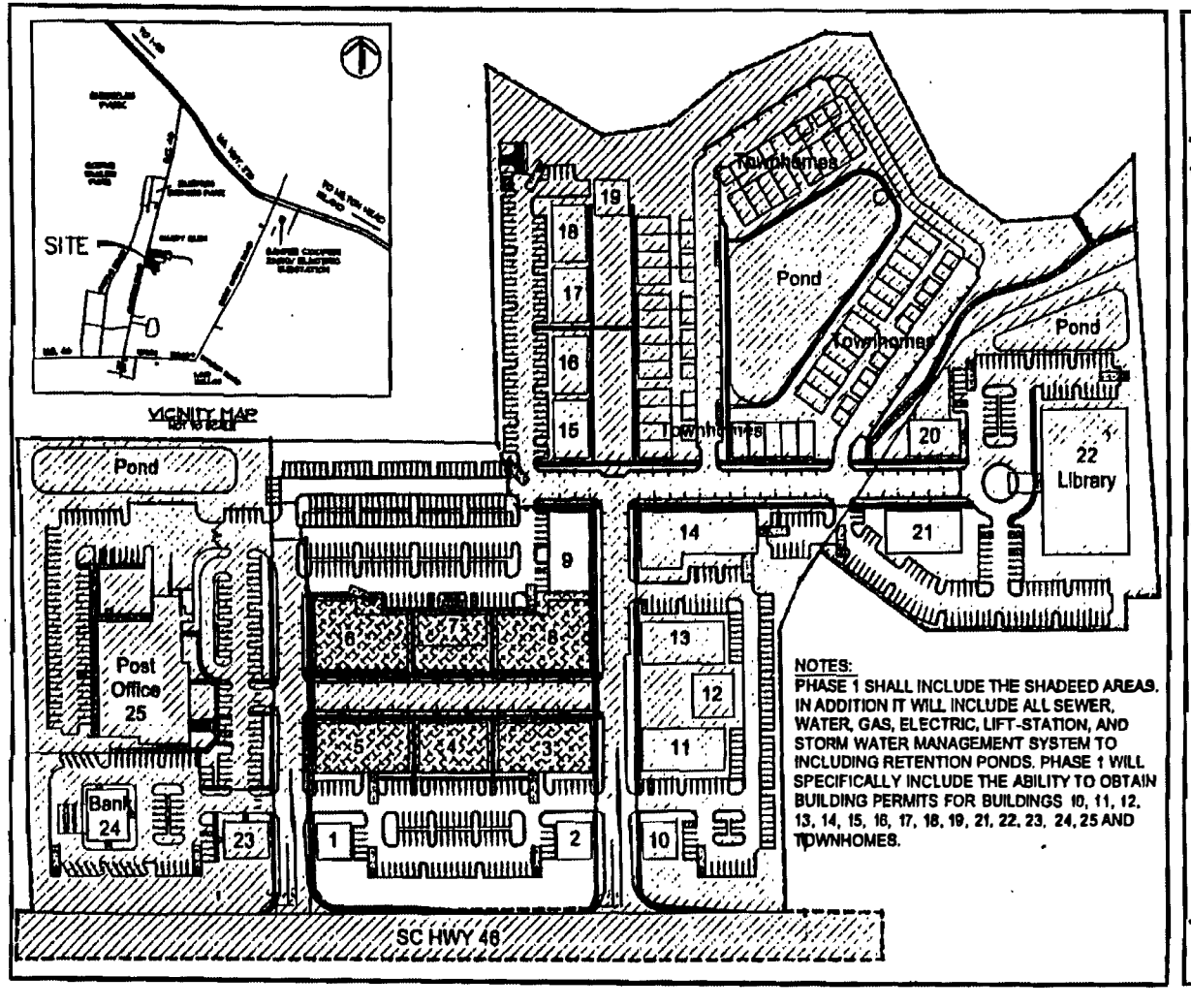
EXHIBIT Z



NOTES:
PHASE 1 SHALL INCLUDE THE SHADEED AREAS. IN ADDITION IT WILL INCLUDE ALL SEWER, WATER, GAS, ELECTRIC, LIFT-STATION, AND STORM WATER MANAGEMENT SYSTEM TO INCLUDING RETENTION PONDS. PHASE 1 WILL SPECIFICALLY INCLUDE THE ABILITY TO OBTAIN BUILDING PERMITS FOR BUILDINGS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25 AND TOWNHOMES.

BLUFFTON VILLAGE

"A Walking Neighborhood"

TOWN OF BLUFFTON, SOUTH CAROLINA

Phase 1

Phase 1
(Clearing & Grubbing only)

All else Future Phase

PREPARED FOR:
ROUKRIS DEVELOPMENT, LLC

PREPARED BY:
CONNOR & ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS

NOVEMBER 17, 1999
REVISED: DECEMBER 6, 1999
REVISED: JANUARY 3, 2000
REVISED: JANUARY 11, 2000
REVISED: FEBRUARY 24, 2000
REVISED: JUNE 08, 2000
REVISED: JUNE 23, 2000
REVISED: JULY 26, 2000
REVISED: AUGUST 01, 2000
REVISED: AUGUST 30, 2000

MASTER PLAN

GRAPHIC SCALE: 1"=60'

NORTH

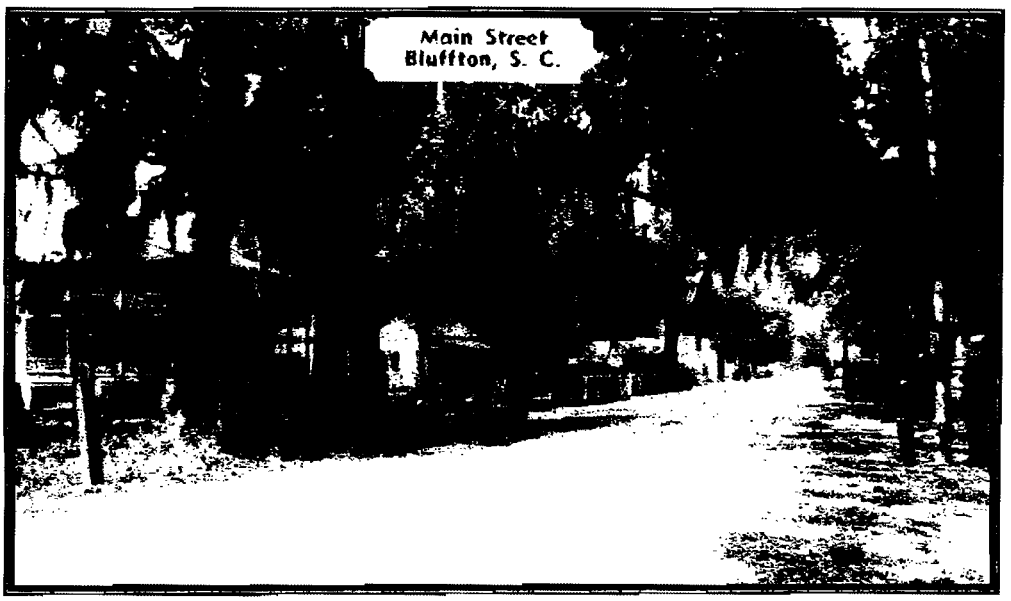
S: TRASH\gab\RoeM14_3Phase2.Dwg Wed Sep 13 15:04:52 2000 BY: GAB

19938

1939

1940

TOWN OF BLUFFTON



ZONING ORDINANCE

LAST REVISED FEBRUARY 2000

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THE TOWN OF BLUFFTON ZONING ORDINANCE

ARTICLE I
AUTHORITY AND ENACTMENT CLAUSE

In pursuance of authority conferred by the General Statutes of South Carolina Code *Section 6-29-330* and for promoting health, safety or general welfare of the community; lessening congestion in the streets, securing safety from fire, providing adequate light and air; providing for adequate transportation, water, sewerage, schools, parks, and other public improvements; protecting scenic and unique areas, in accordance with a comprehensive plan; the Town Council of the Town of Bluffton does ordain and enact into law the following Articles and Sections.

ARTICLE II
SHORT TITLE

The Ordinance shall be known and may be cited as *the Bluffton Zoning Ordinance.*

ARTICLE III
ESTABLISHMENT OF ZONING DISTRICTS

Section 3.1 District Boundaries

The boundaries of the Districts given in Article V are shown on a map entitled *Official Zoning Map, Town of Bluffton,* which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be part of this Ordinance.

3.1.1 If, in accordance with the provisions of this Ordinance and South Carolina 1994 Code of Laws, changes are made in the district boundaries portrayed on the Official Zoning Map, such changes shall be referred to the Planning commission and promptly entered on the official map.

3.1.2 The Official Zoning Map shall be located in the Town of Bluffton Town Hall and accurate replicas shall be located in all offices of the Beaufort County Building Inspections Department.

3.2 Interpretation Of District Boundaries

The boundaries between districts are, unless otherwise indicated, either the center line of streets, rights-of-way, lot or tract lines, or such lines extended.

3.3 Annexation.

Where town limit boundaries are proposed for change by virtue of annexation, the Town Council will request study and recommendations from the Planning Commission regarding proposed zoning classifications for the area to be annexed prior to referendum for such annexation. [June 5, 1986]

ARTICLE IV
APPLICATION OF DISTRICT REGULATIONS

Section 4.1 Use Of Land Or Structures

No land or structures shall hereafter be constructed, erected, altered, moved, replaced or subdivided except in conformity with all of the regulations specified for the district in which it is located.

4.1.1 No yard or lot existing at the time of passage of this Ordinance shall be reduced in area below the minimum requirements set forth for that district. Lots created after the effective date of this Ordinance shall meet at least the minimum requirements established for the district in which the lot is located.

4.1.2 Where a lot of record does not conform to the area requirements of this Ordinance, such a lot may nevertheless be used as a building site provided that said lot requirements are not reduced below the minimum specified for the district or use by more than twenty percent (20%) and provided adequate sewage disposal facilities can be provided to serve the lot. Any lot requiring dimensional waivers of more than twenty percent (20%) shall be submitted to the Board of Zoning Appeals for approval or denial.

4.1.3 Nonconforming uses are declared by this Ordinance to be incompatible with he Districts involved. However, to avoid undue hardship, the lawful use of any building or land use at the time of enactment of this ordinance

may be continued even though such use does not conform to the provisions of this ordinance, except that the nonconforming building, use, or portions thereof shall not be:

(A) Changed to another nonconforming use;

(B) Reused or reoccupied after discontinuance of use or occupancy for a period of six months or more;

(C) Replaced or reestablished with a similar building or use after physical removal or relocations from its site after passage of this ordinance;

(D) Repaired, rebuilt, or altered after damage exceeding fifty percent (50%) of its replacement cost at the time of destruction. Reconstruction or repair, when legal, must begin within six (6) months after damage is incurred;

(E) Enlarged or altered in a way which increases its nonconformity; and

(F) Provided the use in no way violates a preexisting ordinance or regulation of the Town of Bluffton.

4.1.4 Nothing in this section shall be deemed to prevent strengthening or restoring to a safe condition any building or part thereof declared to be unsafe by any official with protecting the public safety, upon order of such official.

Section 4.2 Nuisances

Any business which is judged by Town Council or the appropriate agency thereof to constitute a nuisance beyond its premises by emitting noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation, or other injurious or obnoxious conditions, or which poses a documented threat to water or wetlands within the town limits of Bluffton is not permitted in any district.

ARTICLE V
REQUIREMENTS BY DISTRICT

Section 5.1 Single Family Residential [SF]

The Single Family residential district is designed to provide for low density, homogeneous residential purposes. The intent of the district is to provide areas primarily for single family detached dwellings, and to discourage any encroachment by uses which may be incompatible with such residential use.

5.1.1 Standards for the SF District

(A) Maximum density: Three (3) dwelling units per acre.

(B) Minimum lot size: 14,520 square feet per dwelling unit.

(C) Maximum building height: Forty (40) feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles, water towers, or other structures not intended for human occupancy, with the exception of transmission or observation towers.

(D) Minimum front yard setback: Fifteen (15) feet from the street right-of-way line.

(E) Minimum side and rear yard setbacks: Ten (10) feet from lot lines.

5.1.2 Permitted Uses for the SF District

(A) Single family detached dwelling.

(B) Church, other place of worship, or civic or institutional use, provided that:

(1) The proposed use would not appreciably increase or detrimentally alter traffic patterns in the area;

(2) The use provides for adequate access and off-street parking arrangements in accordance with the Development Standards Ordinance and any other regulations relating to parking.

(3) The use meets the following site, building and setback requirements:

(a) Development of the site shall not exceed the surface coverage ratio of sixty-five percent (65%) impervious to thirty-five percent (35%) pervious. No more than sixty-five percent (65%) of the lot area may be used for structures, parking or otherwise be paved; minimum of thirty-five percent (35%) of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation.

(b) Maximum building height: Thirty-five feet (35')

(c) Minimum rear and side yard: Five feet (5') from lot line, except where the use abuts a residential district or residential use not separated by a right-of-way, a landscaped buffer at least ten feet (10') in width and including a visually solid screening device at least six feet (6') in height which extends across the length of the property is required.

(C) Home occupation, provided:

(1) There is no exterior evidence of the home occupation, with the exception of the provision of up to one (1) parking space for clients;

(2) This parking space is sufficient to handle any home occupation-related parking needs;

(3) There are no full-time associates or employees who are not members of the household;

(4) No signs associated with the home occupation are displayed; and

(5) The home occupation does not constitute a nuisance.

Section 5.2 General Residential [GR]

The General Residential district is designed to provide for a variety of low density residential uses, including single family, two or three family and mobile home dwellings. The intent of the district is to provide areas primarily for residential uses, and to discourage any encroachment by uses which may be incompatible with such residential use.

5.2.1 Standards for the GR District

(A) Maximum density: Three (3) dwelling units per acre.

(B) Minimum lot size: 14,520 square feet per dwelling unit.

(C) Maximum building height: Forty (40) feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles, water towers, or other structures not intended for human occupancy, with the exception of transmission or observation towers.

(D) Minimum front yard setback: Fifteen (15) feet from the street right-of-way line.

(E) Minimum side and rear yard setbacks: Ten (10) feet from lot lines.

5.2.2 Permitted Uses for the GR District

(A) Single family detached dwelling.

(B) Church, other place of worship, or civic or institutional use, provided that:

(1) The proposed use would not appreciably increase or detrimentally alter traffic patterns in the area;

(2) The use provides for adequate access and off-street parking arrangements in accordance with the Development Standards Ordinance and any other regulations relating to parking.

(3) The use meets the following site, building and setback requirements:

(a) Development of the site shall not exceed the surface coverage ratio of sixty-five percent (65%) impervious

to thirty-five percent (35%) pervious. No more than sixty-five percent (65%) of the lot area may be used for structures, parking or otherwise be paved; minimum of thirty-five percent (35%) of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation.

(b) Maximum building height: Thirty-five feet (35')

(c) Minimum rear and side yard: Five feet (5') from lot line, except where the use abuts a residential district or residential use not separated by a right-of-way, a landscaped buffer at least ten feet (10') in width and including a visually solid screening device at least six feet (6') in height which extends across the length of the property is required.

(C) Home occupation, provided:

(1) There is no exterior evidence of the home occupation, with the exception of the provision of up to one (1) parking space for clients;

(2) This parking space is sufficient to handle any home occupation-related parking needs;

(3) There are no full-time associates or employees who are not members of the household;

(4) No signs associated with the home occupation are displayed; and

(5) The home occupation does not constitute a nuisance.

(D) Two or three family dwelling.

(E) Interior apartment dwelling, not to exceed three (3) such units in any one structure.

(F) Mobile home dwelling, provided the same is under skirted around its base with an appropriate material sufficient to provide a visual screen for the underpinnings of the mobile home.

Section 5.3 Agricultural [AG]

The Agricultural district is designed to provide for agricultural, forestry and low density residential uses. The intent of the district is to provide for the conservation - of cultivated, forested or pastoral land, discourage premature and isolated high density development, and to provide for low density residential uses associated with agricultural activity.

5.3.1 Standards for the AG District

(A) Maximum density: One (1) dwelling unit per acre.

(B) Maximum lot size: One (1) acre per dwelling.

5.3.2 Permitted Uses for the AG District

(A) Single Family dwelling

(B) Mobile home dwelling, provided the same is under skirted around its base with an appropriate material sufficient to provide a visual screen for the underpinnings of the mobile home.

(C) Agricultural use and structures pertaining to such use, provided that no such use shall involve the slaughtering or processing of poultry or livestock for volume commercial sale.

(D) Forest, tree farm, game preserve or other conservation purpose.

Section 5.4 General Commercial (GC)

The General Commercial District is designed to provide a commercial center suitable for retail businesses and services designed to encourage attractive and compact commercial development and to discourage the development of "strip commercial activity" elsewhere in the Town.

5.4.1 Standards for the GC District

(A) Development of the site shall not exceed the surface coverage ratio of sixty-five percent (65%) impervious to thirty-five percent (35%) pervious. No more than sixty-five percent (65%) of the lot area may be used for structures, parking, or otherwise be paved; a minimum of thirty-five percent (35%) of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation.

(B) Maximum building height: Thirty-five feet (35')

(C) Minimum rear and side yard: Five feet (51) from lot line, except where the use abuts a residential district or residential use not separated by a right-of-way, a landscaped buffer at least ten feet (10) in width and including a visually solid screening device at least six feet (6) in height which extends across the length of the property is required.

5.4.2 Permitted Use in the GC District

(A) Any use permitted in any adjacent residential district, and any religious, public or other institutional use which conforms to the standards for GC District.

(B) Businesses involving the rendering of a personal service, specifically including:

1. Appliance, radio, or television repair shop
2. Bank, savings and loan association, personal loan agency and branches
3. Barber shop, beauty shop, or combination thereof
4. Bicycle repair and sales shop
5. Child care center and kindergartens
6. Dressmaker, seamstress, tailor
7. Dry cleaning, self-service and/ or laundry self-service
8. Insurance agency
9. Jewelry and watch repair shop

10. Locksmith or gunsmith
11. Medical, dental, or chiropractic office, clinic, and/or laboratory, not including veterinary
12. Office for governmental, professional, business or general purposes
13. Photographic studio
14. Public utility business office
15. Radio and/or television studio
16. Real estate agency
17. School offering instruction in art, music, dancing, drama or other similar activity
18. Shoe repair shop
19. Secretarial and/or telephone answering service

(C) Retail businesses primarily designed to provide service to residents of the surrounding area, specifically including:

1. Art supply store
2. Book, magazine, newspaper shop
3. Candy store
4. Clothing store
5. Drug store or pharmacy
6. Restaurants, excluding drive-in, curb service, fast food, or other high volume franchise eatery
7. Florist shop
8. Fruit, nut and/or vegetable store
9. Gift, curio, or antique shop
10. Grocery store
11. Hardware and paint store
12. Hobby and/or toy shop
13. Music store and/or record shot)
14. Package liquor store
15. Paint store
16. Photographic or camera supply store
17. Plant or landscaping materials store
18. Sporting goods store

5.4.3 Uses Not Permitted in the GC District

(A) Motels tourist homes, and hotels.

(B) Any business involving junk, salvage operations, the open storage of junk and salvage materials, construction vehicles, or more than two (2) trucks maintained on the premises.

(C) Any business which constitutes a nuisance.

5.4.4 Permitted Signs

(A) Shingle, wall or free standing signs, not to exceed twelve (12) square feet in size, and not to exceed more than one (1) wall sign and one (1) shingle or free standing sign per business. Where two (2) signs are used, one (1) may be located off the premises for use as a directional sign, provided:

(1) The sign is located in a district which permits signs,

(2) The sign does not exceed six (6) square feet in size.

(B) On-premise signs may be indirectly illuminated.

(C) Portable signs, indirectly illuminated off-premise signs, and signs with pulsating lights are not permitted.

Section 5.5 Mixed Use I (MU I)

The Mixed Use I district is designed to encourage the coexistence of a variety of low intensity residential and limited commercial uses. The intent of the district is to provide a stable environment for both residential and light commercial uses, to keep traffic and parking to a minimum, and to protect and enhance the unique qualities of certain focal areas in the heart of Bluffton.

5.5.1 Standards for the MU I District

(A) Commercial or institutional uses:

(1) Maximum gross floor area; 2,400 square feet per commercial or institutional use.

(2) Minimum rear and side yard: Ten feet (10') from lot line. Where commercial use abuts a residential district or a residential use not separated by a right-of-way, a landscaped buffer at least ten feet (10') in width and including a visually sold screening device at least six feet (6') in height which extends across the length of the property is required.

(3) Maximum building height: Thirty-five feet (35')

(B) Residential uses:

(1) Maximum density: Three (3) dwelling units per acre.

(2) Minimum lot size: 14,520 square feet per dwelling unit.

(3) Maximum building height: Forty (40) feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles, water towers, or other structures not intended for human occupancy, with the exception of transmission or observation towers.

(4) Minimum front yard setback: Fifteen (15) feet from the street right-of-way line.

(5) Minimum side and rear yard setbacks: Ten (10) feet from lot lines.

5.5.2 Permitted Uses for the MU I District

(A) Single family detached dwelling.

(B) Church, other place of worship, or civic or institutional use, provided that:

(1) The proposed use would not appreciably increase or detrimentally alter traffic patterns in the area;

(2) The use provides for adequate access and off-street parking arrangements in accordance with the Development Standards Ordinance and any other regulations relating to parking.

(3) The use meets the following site, building and setback requirements:

(a) Development of the site shall not exceed the surface coverage ratio of sixty-five percent (65%) impervious to thirty-five percent (35%) pervious. No more than sixty-five percent (65%) of the lot area may be used for structures, parking or otherwise be paved; minimum of thirty-five percent (35%) of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation.

(b) Maximum building height: Thirty-five feet (35')

(c) Minimum rear and side yard: Five feet (5') from lot line, except where the use abuts a residential district or residential use not separated by a right-of-way, a landscaped buffer at least ten feet (10') in width and including a visually solid screening device at least six feet (6') in height which extends across the length of the property is required.

(C) Home occupation, provided:

(1) There is no exterior evidence of the home occupation, with the exception of the provision of up to one (1) parking space for clients;

(2) This parking space is sufficient to handle any home occupation-related parking needs;

(3) There are no full-time associates or employees who are not members of the household;

(4) No signs associated with the home occupation are displayed; and

(5) The home occupation does not constitute a nuisance.

(D) Two or three family dwelling.

(E) Accessory dwelling unit/dependency unit

(F) Businesses involving the rendering of a personal service, specifically including:

1. Appliance, radio, or television repair shop
2. Bank, savings and loan association, personal loan agency and branches provided they do not have drive-in facilities.
3. Barber shop, beauty shop, or combination thereof
4. Bicycle repair and sales shop
5. Child care center and kindergartens
6. Dressmaker, seamstress, tailor
7. Insurance agency
8. Jewelry and watch repair shop
9. Locksmith or gunsmith
10. Medical, dental, or chiropractic office, clinic, and/or laboratory, not including veterinary
11. Office for governmental, professional, business or general purposes
12. Photographic studio
13. Public utility business office
14. Real estate agency
15. School offering instruction in art, music, dancing, drama or other similar activity
16. Shoe repair shop
17. Secretarial and/or telephone answering service

(G) Retail businesses primarily designed to provide service to residents of the immediately surrounding vicinity, specifically including:

1. Art supply store
2. Book, magazine, newspaper shop
3. Candy store

5. Drug store or pharmacy
6. Restaurants, excluding drive-in, curb service, fast food, or other high volume franchise eatery
7. Florist shop
8. Fruit, nut and/or vegetable store
9. Gift, Curio, or antique shop
10. Hardware store
11. Hobby and/or toy shop
12. Music store and/or record shop
13. Paint store
14. Photographic or camera supply store
15. Plant or landscaping materials store
16. Sporting goods store

(H) Interior apartment dwelling, not to exceed three (3) such units in any one structure.

(I) Any combination of permitted uses, provided all applicable standards are met for each use.

5.5.3 Uses Not Permitted in the MU I District

(A) Any convenience or other high volume commercial business.

(B) Motels, tourist homes, and hotels.

(C) Any business involving junk, salvage operations, the open storage of junk and salvage materials, construction vehicles, or more than two (2) trucks maintained on the premises.

(D) Any business which constitutes a nuisance.

(E) Banks with drive-through facilities

(F) Self-service laundromat or dry cleaning store

(G) Radio or television studio

(H) Grocery store

(I) Package liquor store

5.5.4 Permitted Signs in the MU I District

(A) Shingle, wall or free standing signs, not to exceed ten (10) square feet in size, and not to exceed more than one (1) wall sign and one (1) shingle or free standing sign per business. Where two (2) signs are used, one (1) may be located off the premises for use as a directional sign, provided:

(1) The sign is located in a district which permits signs,

(2) The sign does not exceed six (6) square feet in size.

(B) On-premise signs may be indirectly illuminated.

(C) Portable signs, indirectly illuminated off-premise signs, and signs with pulsating lights are not permitted.

Section 5.6 Mixed Use (MU II)

The Mixed Use II District is designed to encourage the coexistence of a variety of low intensity residential uses, including mobile homes, and limited commercial uses. The intent of the district is to provide a stable environment for both residential and light commercial uses, to keep traffic and parking to a minimum, and to protect and enhance the unique qualities of certain focal areas in the heart of Bluffton.

5.6.1 Standards for the MU II District

(A) Commercial or institutional uses:

(1) Maximum gross floor area; 2,400 square feet per commercial or institutional use.

(2) Minimum rear and side yard: Ten feet (10') from lot line. Where commercial use abuts a residential district or a residential use not separated by a right-of-way, a landscaped buffer at least ten feet (10') in width and including a visually sold screening device at least six feet (6') in height which extends across the length of the property is required.

(3) Maximum building height: Thirty-five feet (35')

(B) Residential uses:

(1) Maximum density: Three (3) dwelling units per acre.

(2) Minimum lot size: 14,520 square feet per dwelling unit.

(3) Maximum building height: Forty (40) feet or three (3) stories, whichever is less; excluding church spires, belfries, cupolas, monuments, chimneys, flag poles, water towers, or other structures not intended for human occupancy, with the exception of transmission or observation towers.

(4) Minimum front yard setback: Fifteen (15) feet from the street right-of-way line.

(5) Minimum side and rear yard setbacks: Ten (10) feet from lot lines.

5.6.2 Permitted Uses for the MU II District

(A) Single family detached dwelling.

(B) Church, other place of worship, or civic or institutional use, provided that:

(1) The proposed use would not appreciably increase or detrimentally alter traffic patterns in the area;

(2) The use provides for adequate access and off-street parking arrangements in accordance with the Development Standards Ordinance and any other regulations relating to parking.

(3) The use meets the following site, building and setback requirements:

(a) Development of the site shall not exceed the surface coverage ratio of sixty-five percent (65%) impervious to thirty-five percent (35%) pervious. No more than sixty-five percent (65%) of the lot area may be used for structures, parking or otherwise be paved; minimum of thirty-five percent (35%) of the lot area must be landscaped or otherwise maintained in landscaped natural vegetation.

(b) Maximum building height: Thirty-five feet (35')

(D) Two or three family dwelling.

(E) Interior apartment dwelling, not to exceed three (3) such units in any one structure.

(F) Accessory dwelling unit/dependency unit

(G) Mobile home dwelling, provided the same is under skirted around its base with an appropriate material sufficient to provide a visual screen for the underpinnings of the mobile home.

5.6.3 Permitted Signs in the MU II District

(A) Shingle, wall or free standing signs, not to exceed ten (10) square feet in size, and not to exceed more than one (1) wall sign and one (1) shingle or free standing sign per business. Where two (2) signs are

used, one (1) may be located off the premises for use as a directional sign, provided:

(1) The sign is located in a district which permits signs,

(2) The sign does not exceed six (6) square feet in size.

(B) On-premise signs may be indirectly illuminated.

(C) Portable signs, indirectly illuminated off-premise signs, and signs with pulsating lights are not permitted.

Section 5.7 Light Industrial District (LID)

5.7.1 The purpose of this District is to provide a suitable environment for and enhancing the locational flexibility of uses generally classified as research and development, assembly, high technology production, precision manufacturing and light industry by excluding heavy manufacturing and permitting only those cleaner industries and operations which tend to be less objectionable to the community; and by requiring high performance standards and tolerating minimal creation of air and water pollution, hazardous waste, and other off-site nuisances.

5.7.2 The following uses shall be permitted in any LID provided that none of the uses or operations specified in Section 5.7.4, *Prohibited Uses and Operations*, are conducted on the premises either as independent operations or as part of the primary permitted activity. Similar uses shall be considered for inclusion.

(A) All permitted and conditional uses in the Regional Commercial District subject to the same conditions apply in that District.
(B) Warehouse, wholesale, or distribution operation
(C) Workshop for building trade other than carpentry.
(D) Photocopying, typesetting, or stripping operation; bindery.
(E) Handicrafts workshop or fine arts studio.
(F) Manufacturing, production, processing, assembly, fabrication, packaging, storage, and distribution of the following materials and products plus customarily associated operations:

(1) Computers, computer components, and computer accessories including, but not limited to: printed circuit boards, semiconductors, terminals, printers, storage devices, peripheral equipment, and software.
(2) Electrical and electronic components and systems for office and consumer use including, but not limited to: audio and video equipment, television sets, radios, telephones, telegraphs, and calculating machines.
(3) Small office supplies and machines suitable for sale in stationery store; household cooking equipment.
(4) Lighting fixtures, fans, lamp bulbs and tubes.
(5) Cameras and other photographic equipment excluding film and chemicals.
(6) Watches, clocks, meters, scales and other counting and timing devices.

(7) Medical, surgical, and dental instruments; optical and ophthalmic instruments, lenses, and eyeglasses; orthopedic and prosthetic appliances.
(8) Precision instruments and gauges used for measuring, testing, control, display, and analysis; precision instruments used for communications, search, detection, navigation, and guidance.
(9) Magnetic and optical recording media, audio/video tapes and disks.
(10) Electronic capacitors, coils, connectors, and resistors for small office and consumer products; electron tubes.
(11) Materials for fiber optic processes.
(12) Sporting and athletic goods; musical instruments; hand-held tools; lawn and garden equipment.
(13) Hand held firearms excluding ammunition.
(14) Lightweight metal or plastic furniture; drafting equipment; writing, drawing, and marking implements.
(15) Vending machines; signs and advertising specialties.
(16) Brooms, brushes, and combs; fasteners, buttons, needles and pins.
(17) Games, toys, dolls, figurines, and stuffed animals; small curios, novelty items, and tourist souvenirs
(18) Needlework and textile manufacture or assembly
(19) Trade shop or tool and die shop.

5.7.3 The following uses shall be permitted in on a conditional basis in the LID, provided that none of the uses or operations specified in Section 5.7.4, *Prohibited Uses and Operations*, are conducted on the premises either as independent operations or as part of the primary permitted activity.

(A) Laboratory for research, development, experimentation or testing; or biotechnology operation provided there is no activity exceeding Biosafety Level II and no use of recombinant DNA.

(B) Textile, fabric or apparel operation specifically including woven fabric mill, knitting mill, yarn and thread mill, and cut and sew operation provided none of the following occurs on the premises: production of synthetic fibers; printing, dying, bleaching, finishing, or waterproofing of materials; water-jet weaving; pulling or scouring of wool; leather tanning or curing of hides.

(C) Carpentry workshop or cabinet making/wood furniture operation provided there is no chemical treatment of wood by immersion or pressure application, or sawing or planing of raw lumber and provided the operation does not exceed 20,000 square feet. There is no size limitation if, in addition, the operation meets the criteria specified below.

(D) Printing, lithography, and gravure provided that the operation does not exceed 20,000 gross square feet. If only water soluble inks or photocopying processes are used there is no size limitation.

(E) Bulk storage of petroleum or other flammable, volatile or hazardous materials provided they are used for operations on the premises rather than for distribution; and provided the storage arrangement complies with Occupational Safety and Health Administration and National Fire Protection Association standards.

(F) Cold storage plant provided there is no processing of food other than seafood and shellfish.

(H) Light assembly or fabrication of any product not listed in Section 5.7.2, *Permitted Uses*, or in Section 5.7.3, *Conditional Uses*, provided only finished, previously prepared materials are used including, but not limited to: metal, plastic, rubber, ceramic, glass, wood, fabric, leather, canvas, fur, paper, or paperboard; provided production is carried out primarily with hand operations or light-duty machines/tool room-type equipment; provided only simple machining, cutting, reshaping and fastening processes are involved; provided no chemicals, dyes, solutions or other applicants are used in the production process with the exception of paints and finishes applied with a small brush or jet, cleansers, lubricants, solders, and glues.

(G) Campgrounds and Recreational Vehicle Parks provided that:

(1) No site or structure shall be continuously occupied for more than fourteen (14) days. Any tent, camper, or recreational vehicle shall be physically removed on or before the expiration of fourteen (14) days.
(2) No overflow camping shall be allowed. When a campground/RV park is full, no more campers or vehicles shall be permitted on the grounds.
(3) The campground shall have a minimum size of twenty (20) acres and shall not exceed fifty (50) acres on any single parcel.
(4) All permanent structures including cabins in a campground shall be limited to single-story structures in height.
(5) No more than eight (8) campsites/RV sites or camping structures including cabins shall be permitted per net acre in any campground.
(6) Not less than thirty (30%) percent of all campgrounds/RV Parks shall consist of open space which shall contain no camp/RV sites and/or structures.

(7) All campgrounds and recreational vehicle parks in Town of Bluffton shall be in compliance with the Rules and Regulations Governing Camps of the South Carolina Department of Health and Environmental Control and have a valid permit from same for operation.
(8) All campground facilities shall be served by public water and sewer.

(H) New or existing businesses which contain or install video poker machines and other coin operated devices, machines and electronic gaming devices, which provide a monetary return such as a cash payoff, as defined and contained in the *Code of Laws of South Carolina*, 1976, as amended, Section 12-21-2720(3), shall be classified as "video poker parlors" when the structure has as its primary use only such machines; the number of machines or devices are four (4) or more; and the establishment exists for the principle purpose of such play, shall be permitted as a conditional use within the RCD and only if all of the following conditions are also met:

(1) Persons under eighteen (18) years of age shall not be permitted within the building or on the premises;
(2) No such business may operate in any non-permanent structure such as a tent, mobile unit, trailer, recreational vehicle, or other temporary building;
(3) Parking requirements for such businesses shall be one (1) space for each two hundred (200) square feet of floor space, plus one (1) space for each coin operated device or machine, and shall apply to a new or existing structure;
(4) That if there is a monetary return (cash paid) as a result of a winning combination on the coin operated device, machine or electronic gaming device, the building in which such machine(s) exist shall not be located within one thousand (1,000) feet of any church, school, educational institution, or publicly or privately owned/operated youth-oriented grounds or facilities; nor within five hundred (500) feet of any residential zoning district. Such distance shall be computed by following the shortest route of ordinary pedestrian or vehicular travel from the nearest point of the grounds in use as part of such church, school, educational institution, residential zoning district, or publicly or privately owned/operated youth-oriented grounds or facilities.
(5) No person who maintains for use or permits the use of, on any place or premise occupied by him/her, any coin operated machine, device or electronic gaming device to be operated between the hours of 2:01 a.m. and 7:59 a.m.

(6) New or existing businesses which contain or install video poker machines, and include certain coin operated devices, machines and electronic gaming devices, which provide a monetary return such as a cash payoff, as defined and contained in the *Code of Laws of South Carolina*, 1976, as amended, Section 12-21-2720(3), shall be classified as **secondary use only** when the structure has three (3) or less such machines and devices; and minors under eighteen (18) years of age shall not be permitted to observe or play such devices or machines at any time. Should the establishment contain or install four (4) or more such machines or devices, those machines shall be placed in a separate room(s) and no one under the age of 18 years shall be permitted in such room(s). Compliance for such separation will be no later than June 1, 1993. Such machines or devices as described above shall be permitted as a conditional use within the General Commercial District with the provisions of this section and all of the following conditions are met:

(a) No business may operate in any non-permanent structure such as a tent, mobile unit, trailer, recreational vehicle, or other temporary building;
(b) Parking requirements for such businesses shall be one (1) space for each two hundred (200) square feet of floor space, plus one (1) space for each coin operated device or machine, and shall apply to a new or existing structure;
(c)That if there is a monetary return (cash paid) as a result of a winning combination on the coin operated device, machine or electronic gaming device, the building in which such machine(s) exist shall not be located within one thousand feet (1,000) feet of any church, school, educational institution, or publicly or privately owned/operated youth-oriented grounds or facilities; nor within five hundred (500) feet of any residential zoning district. Such distance shall be computed by following the shortest route of ordinary pedestrian or vehicular travel from the nearest point of the grounds in use as part of such church, school, educational institution, residential zoning district, or publicly or privately owned/operated youth-oriented grounds or facilities.
(d) No person who maintains for use or permits the use of, on any place or premise occupied by him/her, any coin operated machine, device or electronic gaming device to be operated between the hours of 2:01 a.m. and 7:59 a.m.

5.7.4 Prohibited Uses and Operations. The uses, operations, processes, facilities, and equipment specified below shall not be permitted in any Light

Industrial District either as independent operations or as part of the primary permitted activity.

(A) Production for sale as end product or as major component of an end product of chemicals, abrasives, acetylene, acids, asbestos, bleaches, carbon black, caustics, celluloid, chalk, cleaning compounds, dyes, inks, linoleum, oilcloth, paints, polishes, pyroxylin, soda or soda compounds, synthetic resins, turpentine, varnish, or other substances considered by the USEPA to be toxic.

(B) Production of primary commodities from raw materials, specifically including: metals, plastic, rubber, and paper.

(C) Primary metal operations including, but not limited to: smelting, refining, rolling, drawing, founding, forging, die casting, and extrusion.

(D) Manufacture of concrete, cement, brick, plaster, gypsum, lime, mortar, asphalt, tar or other paving or plastering materials.

(E) Cyanide plating; blast furnace, boiler works, coke oven, punch press over twenty tons rated capacity, drop hammer; distillation of coal, tar or wood; combustion of coal or high sulfur oil.

(F) Production of food for distribution (excluding seafood, shellfish, restaurant preparation and bakery serving local community).

(G) The storage, utilization or manufacture of materials or products which decompose by detonation including, but not limited to: primary and high explosives; blasting explosives such as dynamite and nitroglycerine; propellants such as nitrocellulose; pyrotechnics and fireworks; unstable compounds such as acetylides, tetrazoles, perchloric acid; nuclear fuels and fissionable materials.

(H) Any activity which generates high level radioactive waste.

(I) Sanitary landfill and/or on-site storage of waste materials beyond 90 days.

(J) Mining or extraction of minerals, metals, ores, rock, sand, gravel, coal, oil, or gas.

5.7.5 General Requirements.

(A) Minimum lot size is 25 acres.

(B) No industrial building or operation in this district shall be situated closer than one hundred (100) feet from the boundary line of any property in an existing residential zoning district or in current residential use (with the exception of a property used as the caretaker's residence).

(C) Industrial uses shall be setback a minimum of fifty (50) feet from any commercial use; one hundred (100) feet from a major thoroughfare; and fifty (50) feet from another industrial use.

(D) Building height shall not exceed thirty-five (35) feet above base flood elevation to a maximum of 50 feet above base flood elevation with prior approval from the Fire Marshal's office.

(E) Maximum building size is 200,000 square feet per use.

5.7.6 Other Requirements.

(A) All manufacturing, processing, assembly, fabrication, servicing and repair operations must be carried out within an entirely enclosed building.

(B) All materials, merchandise, and waste/salvage, with the exception of automobiles and other motor vehicles displayed for sale, must be stored within enclosed buildings or completely screened from adjacent properties and public and private roadways by opaque walls, fences, trees and/or shrubbery.

(C) The generation of noise, light/glare, vibration, smoke, gas, odor, dust, dirt, heat or cold, electromagnetic radiation, radioactivity, fire/explosive hazard, condition conducive to the propagation of rodents or insects, or any other potentially injurious or obnoxious condition must not be sufficient to create a nuisance beyond the property boundaries.

(D) Stormwater management shall follow the requirements of the Beaufort County Stormwater Management Best Management Practices in use at the time of development. There shall also be no discharge into any public or private stream, waterway, body of water, septic or sewage disposal system or into the ground or air of any liquid, solid, or gaseous materials except in accordance with applicable law.

(E) All activities must be in conformance with the following state and federal acts, regulations and standards, as amended: *Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Federal Water Pollution Control Act, Occupational Safety and Health Administration General Industry and Construction Standards, South Carolina Pollution Control Act,* and *South Carolina Stream Standards;* regulations promulgated by the Environmental Protection Agency, Department of Health and Environmental Control, and Centers for Disease Control; all other applicable local, state, and federal laws and guidances.

Section 5.8 Planned Unit Development (PUD)

5.8.1 The purpose of the PUD district is to encourage flexibility in land planning that will result in improved design, character, and quality of new homogenous and mixed use developments; to promote the most appropriate use of land; to facilitate the provision of streets and utilities; and to preserve the natural and scenic features and open space.

5.8.2 General Requirements

(A) All property that is at least four contiguous acres shall be eligible for the PUD district regulation.

(B) Properties consisting of less than 200 acres shall not be required to submit a Concept Plan and shall begin the review process with an application and Master Plan. It is recommended, however, for projects less than 200 acres that are unusually complex or sensitive to submit a concept plan to avoid undue delays in the review process. Applicants under 200 acres will be granted PUD zoning only after acceptance of the Master Plan by Town Council.

(C) All property zoned PUD shall be under single ownership, or if in multiple ownership, then by written consent of all owners who agree to be bound by the district designation and regulations.

(D) The detailed standards set forth herein are minimum requirements and it is the intent of this section that the Town Council may impose conditions and safeguards in excess of, or in addition to, the specified minimal requirements. Satisfying the minimum requirements set forth herein does not per se indicate that an applicant is entitled to a zoning change and notice is hereby given to that effect.

5.8.3 General Considerations. Following is a list of general considerations to be reviewed by the Town of Bluffton when analyzing applications for a PUD rezoning.

(A) The applicant's statement describing the character of and rationale for the proposed development.

(B) The appropriateness of each development area and the development standards proposed for each area.

(C) Land uses proposed are adopted as permitted uses by the Town of Bluffton.

(D) Whether the major components of the PUD are properly located and should be able to continue to function if any of the other phases are not completed, taking into factors such as the infrastructure guarantee procedures described herein.

(E) Compatibility of proposed land uses within the PUD and the surrounding area.

(F) Infrastructure capacity and the effect upon public services.

(G) Conformance with engineering and other technical requirements.

(H) Effects upon public health, safety, and general welfare.

(I) Residential densities and square footage of commercial usage as they compare to current Town requirements and optimal usage of the land.

5.8.4 Special Considerations. The following list includes special considerations to be made by the Town of Bluffton when reviewing applications for PUD rezoning. Satisfaction of these requirements is not mandatory, but are strongly recommended and desired by the Town of Bluffton. Inclusion of these special considerations within a PUD can increase the ability of the developer to negotiate mitigation of other requirements.

(A) Placement of structures on most suitable sites with consideration of topography, soils, vegetation, slope, etc.

(B) Preservation of open space, natural and cultural areas as well as the creation of active and passive recreation to include greenways, sidewalks, and other pedestrian/bicycle circulation networks that serve to connect significant areas and various land uses.

(C) Enhanced landscaping, deeper buffers, and increased planting along public right-of-ways, open space/ recreational areas, and the overall perimeter of the project.

(D) Segregation of vehicular and pedestrian/bicycle circulation networks and other traffic mitigation measures.

(E) Provision of subsidized affordable housing.

(F) Public benefits and community facilities and the access thereto.

(G) Sensitive treatment of perimeters to mitigate impacts upon adjoining property.

(H) Placement of utilities underground.

5.8.5 Permitted Uses

(A) Any use permitted in all zoning districts adopted by the Town of Bluffton may be permitted, and any conditional uses allowed in these districts may be permitted and any other uses as the Council may approve, provided the conditions for such uses are satisfied.

(B) There shall be no areas of a PUD that are unspecified as to the type of land uses that will occupy those particular areas.

5.8.6 Standards

(A) Any property in a PUD district shall be required to adhere to all provisions of the Town's Zoning Ordinance, Development Standards Ordinance, as well as the Historic Preservation Overlay District, the River Protection Overlay District, as applicable, and the Highway Corridor Overlay District as applicable. The regulations applicable to the uses in an approved PUD shall be those of the most restrictive zoning district where such uses are allowed, unless a waiver or deviation from such restrictions is secured as part of the approved Concept Plan.

(B) External setbacks shall be a minimum of 20 feet for front, rear and side yards.

(C) Buffer Requirements:

(1) Minimum buffer strips of ten feet shall be maintained along all external dimensions of a PUD.

(2) Buffer strips shall be in addition to the required external setback. In effect there shall be a minimum 30 feet of total setbacks with the required buffer.

(3) No development, parking areas, structures or accessory buildings except the required fence and vegetation shall be placed in the buffer area. Buffer strips shall include vegetative cover and be maintained

regularly. In addition, no development, parking areas, structures or accessory buildings shall be placed in the setback areas.

(4) The buffer shall include a vegetative screen of evergreen trees and/or shrubs that will reach six feet in height within twelve months of installation and form a contiguous screen within two years of installation.

(5) The Town of Bluffton reserves the right, if it finds substantial needs for screening of the proposed PUD activity, to include within the buffer a six foot high fence made of either brick, finished concrete, mortar, wood, stone, masonry units, or a combination of the above. The fence shall be fronted by the required vegetative screen.

(6) The frontline of the required side yard buffer shall begin where the private property line and the public right-of-way intersect and extend to the rear lot line. The required vegetative screen and the fence, if required, shall begin 20 feet from where the private property line and the public right-of-way intersect and extend to the rear lot line.

(7) Required rear yard buffer strips and the fence, if required, shall extend the entire length of the rear lot line.

5.8.7 Application And Concept Plan

(A) A request for the PUD district shall be processed as an amendment to the zoning ordinance and official map(s).

(B) To secure a PUD district designation an application must be filed with a fee established by the Town.

(C) The Application shall contain, at a minimum, a legal description of the property and if in multiple ownership, the written consent of all owners who agree to be bound by the district designation and regulations.

(D) A Concept Plan shall be submitted with the application to the Town's designated planning staff. Applications and Concept Plans will be forwarded to the DRB and designated Planning Commission for recommendation to Town Council in accordance with standard procedural requirements.

(E) The Concept Plan shall contain:

(1) A narrative statement by the applicant as to the goals of development and a definitive justification of why a PUD designation is necessary to achieve them.

(2) The types of uses proposed for the PUD, either specifically or generally. If general descriptions are used, the uses deemed applied for shall be those allowed in the most restrictive zoning district where such uses are permitted as a matter of right, and the regulations of such zoning district shall apply. To avoid miscommunication and to encourage ease of administration, applicants are encouraged to specifically designate the uses it proposes, i.e. single family residences or offices or business parks or the like. Sewer treatment plants and utility pads may be permitted in a PUD.

(3) The total number of units for residential uses and the total number of acres to include the range of residential lot sizes and the total square footage for commercial uses and institutional uses.

(4) A general layout of roadways of major circulation, the anticipated widths thereof, whether they are to be publicly or privately maintained, and a general statement as to the anticipated impact of the PUD project on public roads.

(5) A description or list of any proposed waivers or deviations from zoning district regulations, Development Standards Ordinance regulations or Overlay district regulations, and what is proposed in their place.

(6) Statement(s) from applicable utility service providers (water and sewer, if applicable, telephone and electricity) that service is available to the PUD, or what is required to render services available.

(7) A proposed build-out schedule.

(8) A statement identifying existing buildings, structures, or other facilities on the property including identification of designated historic properties, as applicable.

(9) Proof of notification to adjacent landowners by certified mail of notice of zoning application.

(10) Identification, by name, number and width, of existing public rights-of-way on or adjacent to the property, and the proposed access to such existing rights-of-way.

(11) The proposed internal setbacks, vegetative buffer material and percent open space areas.

(12) Proposed stormwater mitigation for deviations from the DSO maximum of 10 percent impervious surface.

(13) The proposed ownership and maintenance of rights-of-way, drainage systems, water and sewer systems, open space systems and amenities.

(14) A description of known archeological sites or historic structures on the property, and the proposed approach for protecting them and any others that might be discovered during development.

(15) A site map/plan delineating the vicinity of the property; the boundary lines of the property; any rivers, creeks, marshes and general patterns of wetlands on or adjacent to the property; land uses adjacent to the property; existing buildings, structures or facilities on the property; municipal or county boundary lines adjacent to the property; designated historic structures on or adjacent to the property, as applicable; any flood hazard and all overlay district boundary lines; proposed access to existing roads; and arrangement/layout or land uses, approximate acreage of each land use area, type of use and residential density of each use area.

(16) Parking spaces shall be shown on the concept plan and shall be calculated with the following minimums:
- 2.0 spaces per single-family or two-family residential dwelling unit
- 2.25 spaces per multi-family dwelling unit
- 3.5 spaces per 1,000 square feet of retail space
- 4.0 spaces per 1,000 square feet of office space.

All parking spaces that are to be counted to meet parking requirements must be located on private property. Parallel parking on streets that the developer anticipates will be maintained by the public cannot be counted in the parking requirements for the proposed development.

(F) The Town Council will consider the application, Concept Plan, and recommendations from the DRB and Planning Commission. The Town Council shall examine, consider and address issues relating to financial impacts upon the Town, environmental impacts and required infrastructure to serve the PUD. The Council may require submission of additional maps, data or proposed methods of addressing other pertinent matters relative to the development which are reasonably available and where, owing to the nature, size and location of the proposed development, particular elements critical to the health, safety and welfare of the community and its citizens. Such elements may be, but are not limited to, environmental impact statements as to specific matters not otherwise required or adequately addressed herein, traffic analysis, hurricane evacuation, other emergency preparedness and response, historical preservation, shoreline erosion, public access, community linkages, public education and the like. Should additional information be requested by the Town Council, the Town Council may request the review and recommendation of the DRB and Planning Commission relative to the additional information prior to study. When necessary and appropriate to address such issues, the Town may require a development agreement as a prerequisite to approving a PUD hereunder, in accordance with the South Carolina Development Agreement Act.

(G) Upon approval by the Town Council of the application and Concept Plan and the adoption of an ordinance to that effect, property greater than 200 acres shall be zoned PUD. A zoning of PUD shall not entitle an owner of the affected property any right to develop or engage in any land use or land disturbing activity, other than that in existence as of the time the Concept Plan is approved. Further, initial zoning of PUD does not vest a developer any number of residential units or square footage of commercial/ institutional/ industrial space. To engage in development or any land use or land disturbing activity other than that in existence when PUD zoning is approved, An overall Master Plan and subsequent Development Plan(s) must be approved for the areas to be developed or engaged in land disturbing activity. A zoning of PUD is not deemed by the Town to constitute the commencement of activity or use that would abrogate exemptions, tax or otherwise, attendant to silviculture activities.

(H) The developer of a PUD may sell or transfer ownership of development tracts within a PUD in accordance with the following procedures and provisions:

(1) The developer must submit and have secured approval of a Concept Plan for the PUD;

(2) Property covenants and restrictions must accompany the transfer of any development tract within the approved PUD restricting the new owner to the development type, road network, water, sewer approach, and density indicated on the approved Concept Plan;

(3) The developer must submit a sworn affidavit from the prospective purchaser of a development tract wherein the purchaser waives rights to the guarantee of the installation of required improvements afforded through this Ordinance for the subdivision of land, and further acknowledges and agrees that an initial master plan and final development plan must be submitted, and a development permit awarded, prior to commencement of any development on the tract;

(4) The developer must submit a plat for certification for recording by the Development Review Board or its designee, and subsequently record such plat prior to the sale or transfer of any development tract or phase;

(5) This procedure will not be permitted for the sale or transfer of any individual single-family lot or group of lots intended for construction of one single-family dwelling.

5.8.8 Master Plan. A Master Plan shall be developed for all or any portion of the PUD property to be developed. The Master Plan, as well as any fee as may be established by the Town, shall be submitted only to the DRB for a recommendation to the Town Council. The minimum requirements of the Master Plan include:

(A) Multiple copies of the Master Plan to sufficiently distribute to all designated reviewing bodies at the time of submittal.

(B) Proposed arrangement of land uses, including land for public facilities, approximate acreage of each use area or tract, type of use and density (residential use tracts). All specified densities will be construed as maximums, with acceptance of the maximums subject to satisfaction of other provisions within the PUD ordinance.

(C) A boundary survey with the computed acreage of the tract bearing the seal of a registered land surveyor.

(D) The location of primary control points to which all dimensions, angles, bearings, block numbers and similar data shall be referred.

(E) The proposed name of the development.

(F) Type of land use of all parcels contiguous to the development property.

(G) A map or site plan showing:

(1) The location, dimensions, descriptions, and flow of existing watercourses and drainage structures within the tract or on contiguous tracts.

(2) Location of municipal limits or county lines, and district boundaries, if they traverse the tract, form part of the boundary of the tract, or are contiguous to such boundary.

(3) Vicinity map or sketch showing the general relationship of the proposed development to the surrounding areas with access roads referenced to the intersection of the nearest state primary or secondary paved roads.

(4) Topographic survey of the area being applied for.

(5) The location, dimensions, name and description of all existing or recorded streets, alleys, reservations, easements or other public rights-of-way within the tract, intersecting or contiguous with its boundaries or forming such boundaries.

(6) The location, dimensions, name and description of all existing or recorded residential lots, parks, public areas, permanent structures and other sites within or contiguous with the tract.

(7) The proposed location, dimensions and description of land(s) for public facilities.

(H) Proposed conceptual street system layout, vehicular and pedestrian, with the written comments of the Town's designated engineer;

(I) Traffic impact analysis and a statement of need for mitigation (if any). If mitigation is required, a statement of proposed mitigation;

(J) Preliminary (master) drainage plan and (master) water and sewer plan with the written comments of the Town's designated engineer;

(K) Where applicable, surveyed line delineating the extent of any special district boundary on the development property;

(L) Preliminary comments from affected agencies having approval or permitting authority overelements related to the proposed development, or evidence that a written request for such comments was properly submitted to the agency and a reasonable period of time has elapsed without receipt of such comments. Minimum agency responses include EMS, DHEC, OCRM, DHEC, fire officials, and school districts (as applicable).

(M) A narrative addressing:

(1) The proposed ownership and maintenance of streets, drainage systems, water and sewer systems, open space areas, parking areas, and other proposed amenities and improvements; and when any are to be privately owned, a description of the mechanism to be used to secure their future maintenance, upkeep and upgrading;

(2) Proposed phasing and time schedule if development is to be done in phases;

(3) Proposed phasing and time schedule for lands to be dedicated for public facilities.

(4) Proposed internal site planning standards such as typical lot sizes and widths, and setbacks and buffers aimed at addressing potential incompatibility between adjacent land uses and activities;

(5) Letters of capability and intent to serve community water supply or sewage disposal service from the affected agency or entity, where applicable; and

(6) A statement describing the character of, and rationale for, the proposed Master Plan;

(O) Other information or descriptions deemed reasonably appropriate for review.

5.8.9 Upon review of the proposed Master Plan the Town Council may move to approve or disapprove the Master Plan. The Town Council may request additional study of the Master Plan through the process outlined in section 2.1(f).

(A) Approved Master Plans may be revised subject to the approval of the Town's designated Zoning Administrator for the following changes:

(1) Minor changes in the location of roads or widths of streets or right-of-ways within the Master Plan;

(2) Minor changes in the allocation of housing density within the Master Plan so long as the overall approved density of the Master Plan is not increased;

(3) Change in the proposed build-out and phasing schedule.

(B) All phases of the PUD will be required to adhere to the latest version of the following standards at the time of Development plan submittal:

(1) Tree and landscaping standards

(2) Stormwater drainage standards

(3) Environmental quality standards

(4) Town Fee adjustments

(5) Impact fees (unless otherwise specified in a development agreement)

(C) Changes to the Master Plan listed below shall require that a revised Master Plan be submitted for approval.

(1) Designation of land uses within a development area or phase

(2) Building heights, setbacks and buffers

(3) Major changes in the location of roads or widths of streets or right-of-ways within the Master Plan.

(4) Major changes in the allocation of housing density within the Master Plan, especially when the overall approved density of the Master Plan is increased.

(5) Lot Sizes and dimensions

5.8.10 Development Plans. Development plans are required to commence activity within any area or phase within the PUD district. Development Plans must be

in conformance with the approved Master Plan. To secure a Development Plan approval, the applicant must submit to the Town any administrative fee as may be established by the Town and the following:

(A) A sufficient amount of black or blue line prints of the Development Plan to be distributed to all reviewing bodies.

(B) Name and address of owner(s) of land being developed.

(C) Name of the development, date, north point and graphic scale.

(D) Name and seal of registered land surveyor.

(E) Name of county, location, tax map(s) and parcel number(s).

(F) Bearings and distances of all lot lines and street lines.

(G) Streets and alleys, rights-of-way, proposed street names and lot numbers. (Street addresses will be assigned by the Beaufort County Office of Emergency Preparedness after Development Plan approval and copies are sent to appropriate agencies).

(H) Final traffic mitigation plans (if applicable).

(I) Square foot area of each lot.

(J) Location of all monuments and markers and type indicated.

(K) Location, size and type of all existing and proposed easements.

(L) Proposed location and designation of parks, playgrounds, school sites, open space, recreation amenity areas and public facilities where applicable.

(M) Existing railroads, watercourses, streets, highways, city limit lines, transmission lines, water and sewer lines, drainage pipes, ditches, and wetlands within or immediately adjacent to land in the land being developed.

(N) Design, specifications and profiles of all proposed streets, drainage systems, parking, and parking lots (submit directly to County Engineer).

(O) Layout and design, specifications and profiles for all proposed water lines and sewer lines or well and septic tank locations, as applicable.

(P) Letters of Intent to serve underground electrical, telephone or gas from respective utility companies.

(Q) Proposed fire hydrant locations or locations and quantity of other proposed water supply systems for fire protection as required.

(R) Other affected agency final approval, certification or permits for elements relative to the development such as:

(1) DHEC construction permits for community water and sewer systems.

(2) DHEC approval of the use of individual wells or community water system in conjunction with septic tanks for those lots the applicant is making application to record and sell after Development Plan approval.

(3) OCRM signed certification of surveyed Critical Wetland Boundary Line.

(4) OCRM and/or Corps of Engineers permits for proposed docks, marinas, bulkheads, fill and the like (where applicable).

(5) Town designated Engineer approval of storm water drainage systems and road plans.

(6) Local Fire Official having jurisdiction shall certify that development is in compliance with all applicable fire and life safety standards.

(7) All other applicable regulatory agency approvals.

(S) Two copies of signed final covenants and restrictions for the development (where applicable).

(T) Signed statement of any offers of proposed public dedication of streets, drainage system, school sites, open space areas, easements or beach, river, wetland or historic site access.

(U) Two (2) copies of final Homeowners or Property Owners Association documents addressing ownership and maintenance of all improvements.

(V) Town of Bluffton Overlay district boundary lines (where applicable) denoted directly on the Development Plan.

(W) Tree survey consistent with the provisions of the Development Standards Ordinance;

(X) Copies of recorded deeds, plats or easements clearly documenting legal access to the development.

(Y) Bond or legal surety, acceptable to the Town, guaranteeing the completed installation of all required improvements to the development and other improvements shown on the Development Plan, or represented in the application, shall be posted with the Town. Such bonds or other surety shall be payable to the Town of Bluffton and equal one hundred twenty-five percent of registered engineers' estimates of construction costs or contractors' executed contracts for subdivision improvements, whichever is greater. The applicant shall complete all improvements, including required mechanisms guaranteeing perpetual ownership and maintenance, within twelve (12) months of the date of Development Plan Approval. Failure to do so will constitute a violation of the development permit and terminate the right to continue development, and shall entitle the Town to act on the posted bond and cause the improvements to be completed on behalf of the lot purchasers in the development. Extension to the twelve-(12) month time period afforded for completion of improvements may be granted one time by the Town. Such requests must be submitted prior to the expiration date and accompanied by:

(1) An explanation of why the extension is necessary;

(2) Signed/Dated agreement with the extension by all lot owners in the development to date;

(3) Amount of work completed, cost remaining for incomplete work and time frame for completion of work, certified by a registered engineer;

(4) Amended bond or surety for incomplete work in an amount of one hundred twenty-five percent of the cost of completion and of sufficient duration to secure the completion of the work.

5.8.11 Development Plan Approval

(A) A Development Plan shall be submitted to the Development Review Board or its designated agent and such other professional advisors as the Town may designate. A Development Plan may be approved if:

(1) It incorporates all information required by section 4.1 hereof as applicable; and

(2) It complies with the approved Master Plan (section 3.1) in all details; and

(3) It complies with the provisions of the Zoning Ordinance and Development Standards Ordinance appertaining to the PUD and/or any other Development Agreements, if applicable; and

(4) All infrastructure systems have been reviewed and approved by the applicable reviewing authority.

(B) Except as otherwise modified herein, the provisions of the Development Standards Ordinance in effect at the time of the application shall be applicable.

5.8.12 Should any section or provision of this Ordinance be declared invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Section 5.9 Conservation Preservation District (CPD)

5.9.1 District requirements supersede descriptions of Districts found in the Bluffton Zoning Ordinance of March 1987.

5.9.2 The purpose of this District is protecting and conserving sensitive environmental areas; discouraging growth in areas which pose undue hazards to man; and maintaining open space.

5.9.3 The CPD for Town of Bluffton consists of all wetland areas delineated by the South Carolina Ocean and Coastal Resources Management and/or the US Army Corps of Engineers; and any natural land-locked bogs, swamps, lakes, ponds, sinks, or low-lying areas determined to be unique or important wildlife habitats, or possess unique scenic and recreational value; and any land designated as a wildlife refuge, bird sanctuary, or open land trust by various National, State or local governments, preservation groups, or agencies.

5.9.4 The Development Review Board may call upon the advice of Federal or State agencies involved in natural resources preservation in making determinations.

5.9.5. The following uses shall be permitted in the CPD:

(A) Government nature preserves
(B) Breeding bird and endangered species habitat
(C) Private dock or boat house
(D) Boat marina
(E) Bait house
(F) Shoreline protection areas including permitted bulkhead and erosion control devices
(G) Site or structures acknowledged by County Council to be of historical significance
(H) Cemetery, with or without chapel, providing that such use includes no crematorium or dwelling unit other than for a caretaker
(I) Wildlife refuge, including one-family or two-family dwelling units limited to caretakers employed to maintain and protect the refuge
(J) Activities related to soil and water conservation, measurement, and control
(K) Public utility line(s), fire or water tower or substation
(L) Publicly owned and/or operated park, open space, recreational facility or use, and the equipment necessary for servicing such use

(M) A temporary office and/or storage building during a project involving construction but not to be used as a dwelling with the removal of same within 30 days upon completion of the project.

5.9.6 Uses permitted in the CPD shall be required to conform to the following standards:

(A) No conservation district shall be disturbed or altered in any manner except as provided for in Subsection (B) and (C).

(B) Special exception to the provisions of Subsection (A) is hereby given for the construction of certain water-related development activities in the Conservation District for which valid permits have been issued by appropriate State and Federal agencies having permitting authority over such activities. Such uses will normally include docks, wharves, piers, marinas, bulkheads and erosion control devices. In granting this special exception, Town of Bluffton does hereby reserve the right to impose the provisions of Section (A) where it is determined that the permitting of such activity by another agency is inconsistent with adopted goals and regulations of the Town of Bluffton aimed at preserving environmental quality.

(C) The Town of Bluffton recognizes that not all wetlands may possess unique scenic, recreational, or wildlife habitat value or that certain wetlands, when improved, may result in enhanced scenic, recreational and wildlife habitat value. Therefore, the Town may approve alteration of wetlands as a special permit condition, specifying the manner and extent of alteration permitted, based on evaluation of the affected wetland by agencies and experts deemed appropriate by the Town.

(D) No structures which impede natural tidal flow and have the effect of reducing the quantity and frequency of water reaching marsh areas will be permitted except as approved in conjunction with natural resources conservation and related uses.

Section 5.10 Neighborhood Commercial District (NCD)

5.10.1 The purpose of this District is to encourage the formation and continuance of a healthy environment for commercial uses that are located and sized so as to provide nearby residential areas with convenient shopping and service facilities; foster a pedestrian-oriented community center; reduce traffic and parking congestion; avoid the development of strip highway commercial development; discourage large regional businesses; industrial activities and other land uses which might compromise the localized commercial character of the district; and accommodate essential public utilities and pubic safety services.

5.10.2 The following uses and similar uses shall be permitted in the NCD:

(A) Single-family dwelling, including dwelling units located above commercial activities.

(B) Retail business involving the display and sale of merchandise inside stores only, provided, however, that agricultural products may be displayed and sold outside. Permitted retail businesses specifically include and may be similar to:

(1) Antique store
(2) Appliance, radio, television store
(3) Art supply store
(4) Book, magazine, newspaper shop
(5) Candy store
(6) Clothing store
(7) Drug store or pharmacy
(8) Florist shop
(9) Fruit, nut and/or vegetable store
(10) Gift or curio shop
(11) Grocery store/convenience store
(12) Hardware store
(13) Hobby and/or toy shop
(14) Millinery or hat shop
(15) Music store and/or record shop
(16) Office supply and equipment store
(17) Package liquor store
(18) Photographic and camera supply and service store
(19) Shoe store

(C) Business involving the rendering of a personal service or the repair and servicing of small equipment specifically including, but not limited to:

(1) Appliance, radio, television repair shop
(2) Bank, savings and loan associations, personal loan agency and branches
(3) Barber shop, beauty shop
(4) Bicycle repair and sales shop
(5) Dressmaker, seamstress, tailor
(6) Dry cleaning self-service and/or laundry self- service facility.
(7) Insurance agency
(8) Jewelry and watch repair shop
(9) Locksmith or gunsmith
(10) Medical, dental, or chiropractic office, clinic and/or laboratory.
(11) Office for government, business, professional, or general purposes.
(12) Photographic studio
(13) Real estate agency
(14) School offering instruction in art, music, dancing, drama, or similar cultural activity
(15) Copier services, computer services, and similar services.

(D) Radio and/or television station

(E) Private or semiprivate club, lodge, union hall or social center.

(F) Church

(G) Off-street commercial parking lot

(H) Publicly owned and operated building, facility or land

(I) A temporary office and/or storage building during a project involving construction but not to be used as a dwelling with the removal of same within 30 days upon project completion.

(J) Public utility facility including substation, switching station, telephone exchange, pump station, water tower or fire tower.

5.10.3 The following uses may be permitted on a conditional basis in NCD:

(A) Auto accessory store provided there is no storage of wrecked automobiles or scrapped or salvaged auto parts on the premises.

(B) Automobile service station provided operations involving major repairs, body and fender work, and painting, are not conducted on the premises; provided all pumps are set back at least twenty-five (25) feet from the right-of-way line of all abutting streets; provided all pumps are set back at least fifty (50) feet from the right-of-way line along the major thoroughfares as identified in this Ordinance; and provided parking and/or services areas are separated from adjoining residential properties by a suitable planting screen, fence, or wall at least six (6) feet in height above finished grade.

(C) Bakery provided that goods baked on the premises are primarily sold at retail only.

(D) Contractor's office provided there is no storage of construction vehicles, equipment, or materials on the premises.

(E) Delicatessen, restaurant, or other eating and/or drinking establishments provided no outside loud speaker systems are utilized; provided all lights or lighting arrangements used for purposes of advertising or night operations are directed away from adjoining or nearby residential properties and passing vehicular traffic by suitable planting screen, fence, or wall at least six (6) feet in height above finished grade. No drive through windows are permitted.

(F) Dry cleaning or laundry pickup agency provided that no laundering or cleaning is done on the premises.

(G) Meat, fish, and/or poultry shop provided that no slaughtering be permitted.

(H) Pet shop, provided all animals are housed within the principal buildings so that no sound is perceptible beyond the premises.

(I) A building may exceed three thousand (3,000) square feet to a maximum of ten thousand (10,000) square feet provided it is used by agencies and organizations charged with the provision of essential public utilities or public safety services specifically

including telephone, electric, gas, water, sewer, police and fire protection, emergency preparedness and emergency medical services; provided it is used solely for the actual provision of those services plus activities which directly support the on-site operation and which could be carried out elsewhere only with a significant loss of efficiency. The structure and lot must amply with the Town's regulations for impervious surfaces.

5.10.4 Uses permitted in the Neighborhood Commercial District shall be required to conform to the following standards:

(A) Minimum lot size is one-third acre (14,520 sq. ft.).

(B) Minimum front yard setback - 25 feet; on a major thoroughfare - 35 feet; side and rear yards - 10 feet; distance from commercial uses - 30 feet

(C) Maximum building height is thirty-five (35) feet above base flood elevation to a maximum of 50 feet with prior approval of the Fire Marshal's office.

(D) The maximum building size per parcel shall be three thousand (3,000) square feet for all uses with the exception of: residential dwelling units; churches and other places of worship; public and nonprofit schools and day care centers; clubs, lodges, union halls, social/community centers; public recreational facilities; and conditional uses delineated above, which shall not exceed ten thousand (10,000) square feet.

(E) Equipment and materials must be stored within completely enclosed buildings.

(F) All trash, garbage or other waste must be retained in sanitary containers located inside the building or within a screening enclosure. Any such enclosure must be located a minimum of fifty feet from the property line of any residential use or residential zoning district.

(G) All loading berths shall be located at the side or rear of the building.

Section 5.11 Regional Commercial District (RCD)

5.11.1 The purpose of this District is reserving land for business purposes of a regional scope; encouraging the formation and continuance of a compatible and economically healthy environment for business, financial service, and professional uses which benefit from being located in close proximity to each other; and to discourage any encroachment by industrial, residential, or other uses capable of adversely affecting the basic commercial character, intent, operations and functioning of such districts.

5.11.2 The following uses and similar uses shall be permitted in the RCD:

(A) Retail, wholesale or storage business involving the sale of merchandise on the premises; except those uses which involve open yard storage
(B) Club, lodge, union hall or social center
(C) Church or religious institution
(D) Off-street commercial parking or garage
(E) Hotel, bed and breakfast inns, and motels
(F) Commercial recreation facility
(G) Commercial, recreation or vocational school
(H) Eating and/or drinking establishment, drive through windows shall be permitted
(I) Public utility installation or sub-installation, including water towers
(J) Office building and/or office for government, business professional or general purposes
(K) A horse riding school and/or horse training facility and/or commercial stables provided the site contains a minimum of three (3) acres and provided that there shall be a minimum area of one (1) acre for the first one to two horses approved for the facility, plus an additional one-half (1/2) acre for each additional horse approved for the facility. Stalls or stable areas should be one hundred forty-four (144) square feet for each horse
(L) A temporary office and/or storage building during a project involving construction but not to be used as a dwelling with the removal of same within 30 days upon project completion
(M) Motion picture studio and/or video commercial preparation
(N) FAX machine services and distribution, photographic, optical goods, watches/clocks assembly and distribution provided the structure does not exceed 10,000 square feet

(O) A mini-warehouse(s) or self-service storage facility(ies) provided such structure(s) is located not less than fifty (50) feet from any residential structure or residential zoned district. Such facility shall not be operated during the hours of 10:00 PM and 6:00 AM.

5.11.3 The following uses shall be permitted on a conditional basis in the RCD:

(A) Automobile service station, provided all pumps are setback at least twenty-five (25) feet from the right-of-way line of the street, and parking and/or service areas are separated from adjoining residential properties by suitable visual screen or solid fence or wall at least six (6) feet in height. There shall be a fifty (50) foot setback of all pumps at an automobile service station on a major thoroughfare.

(B) Automobile garage for the repair and servicing of vehicles, provided all operations are conducted within a fully enclosed building and there is no open storage of wrecked vehicles, dismantled parts, or parts visible beyond the premises.

(C) Newspaper publishing plant, provided that the requirements for parking, loading, and unloading conform to those for industrial buildings.

(D) Automobile carwash, laundry or washateria, provided off-street paved parking area, capable of accommodating not less than one-half (1/2) of hourly vehicle washing capacity awaiting entrance to the washing process is suitably located and maintained on the premises, and for such space to contain at least two hundred (200) square feet per waiting vehicle; and no safety hazard or impediment to traffic movement is created by the operation of such an establishment.

(E) Animal hospital, veterinary clinic or kennel, provided any structure shall be no closer than two hundred (200) feet to any residential zoning perimeter or residential dwelling; provided all boarding arrangements are maintained within the facility and such noise as will be audible from the use of outside runs or exercise areas be kept at a minimum.

(F) A solid waste transfer facility, site and accessory uses, including a recycling center, provided such facility is one hundred (100) feet or

greater from any residential building and it meets the development standards of this Ordinance.

(G) Campgrounds and Recreational Vehicle Parks provided that:

(1) No site or structure shall be continuously occupied for more than fourteen (14) days. Any tent, camper, or recreational vehicle shall be physically removed on or before the expiration of fourteen (14) days.
(2) No overflow camping shall be allowed. When a campground/RV park is full, no more campers or vehicles shall be permitted on the grounds.
(3) The campground shall have a minimum size of twenty (20) acres and shall not exceed fifty (50) acres on any single parcel.
(4) All permanent structures including cabins in a campground shall be limited to single-story structures in height.
(5) No more than eight (8) campsites/RV sites or camping structures including cabins shall be permitted per net acre in any campground.
(6) Not less than thirty (30%) percent of all campgrounds/RV Parks shall consist of open space which shall contain no camp/RV sites and/or structures.
(7) All campgrounds and recreational vehicle parks in Town of Bluffton shall be in compliance with the Rules and Regulations Governing Camps of the South Carolina Department of Health and Environmental Control and have a valid permit from same for operation.
(8) All campground facilities shall be served by public water and sewer.

(H) New or existing businesses which contain or install video poker machines and other coin operated devices, machines and electronic gaming devices, which provide a monetary return such as a cash payoff, as defined and contained in the *Code of Laws of South Carolina*, 1976, as amended, Section 12-21-2720(3), shall be classified as "video poker parlors" when the structure has as its primary use only such machines; the number of machines or devices are four (4) or more; and the establishment exists for the principle purpose of such play, shall be permitted as a conditional use within the RCD and only if all of the following conditions are also met:

(1) Persons under eighteen (18) years of age shall not be permitted within the building or on the premises;
(2) No such business may operate in any non-permanent structure such as a tent, mobile unit, trailer, recreational vehicle, or other temporary building;
(3) Parking requirements for such businesses shall be one (1) space for each two hundred (200) square feet of floor space, plus one (1) space for each coin operated device or machine, and shall apply to a new or existing structure;
(4) That if there is a monetary return (cash paid) as a result of a winning combination on the coin operated device, machine or electronic gaming device, the building in which such machine(s) exist shall not be located within one thousand (1,000) feet of any church, school, educational institution, or publicly or privately owned/operated youth-oriented grounds or facilities; nor within five hundred (500) feet of any residential zoning district. Such distance shall be computed by following the shortest route of ordinary pedestrian or vehicular travel from the nearest point of the grounds in use as part of such church, school, educational institution, residential zoning district, or publicly or privately owned/operated youth-oriented grounds or facilities.
(5) No person who maintains for use or permits the use of, on any place or premise occupied by him/her, any coin operated machine, device or electronic gaming device to be operated between the hours of 2:01 a.m. and 7:59 a.m.
(6) New or existing businesses which contain or install video poker machines, and include certain coin operated devices, machines and electronic gaming devices, which provide a monetary return such as a cash payoff, as defined and contained in the *Code of Laws of South Carolina*, 1976, as amended, Section 12-21-2720(3), shall be classified as secondary use only when the structure has three (3) or less such machines and devices; and minors under eighteen (18) years of age shall not be permitted to observe or play such devices or machines at any time. Should the establishment contain or install four (4) or more such machines or devices, those machines shall be placed in a separate room(s) and no one under the age of 18 years shall be permitted in such room(s). Compliance for such separation will be no later than June 1, 1993. Such machines or devices as described above shall be permitted as a conditional use within the General Commercial District with the provisions of this section and all of the following conditions are met:

(a) No business may operate in any non-permanent structure such as a tent, mobile unit, trailer, recreational vehicle, or other temporary building;
(b) Parking requirements for such businesses shall be one (1) space for each two hundred (200) square feet of floor space, plus one (1) space for each coin operated device or machine, and shall apply to a new or existing structure;
(c) That if there is a monetary return (cash paid) as a result of a winning combination on the coin operated device, machine or electronic gaming device, the building in which such machine(s) exist shall not be located within one thousand feet (1,000) feet of any church, school, educational institution, or publicly or privately owned/operated youth-oriented grounds or facilities; nor within five hundred (500) feet of any residential zoning district. Such distance shall be computed by following the shortest route of ordinary pedestrian or vehicular travel from the nearest point of the grounds in use as part of such church, school, educational institution, residential zoning district, or publicly or privately owned/operated youth-oriented grounds or facilities.
(d) No person who maintains for use or permits the use of, on any place or premise occupied by him/her, any coin operated machine, device or electronic gaming device to be operated between the hours of 2:01 a.m. and 7:59 a.m.

(I) Seafood or shellfish packaging and processing shall be permitted in RCD provided that the following conditions are met:

(1) There shall be a setback of one hundred fifty (150) feet from the perimeter of any residential or Planned Unit Development District.
(2) All packaging and/or processing of seafood, shellfish, or sea plants shall meet the provisions of this Ordinance as related to odor, noise, smoke, or waste disposal, and other nuisances.

5.11.4 Uses permitted in the RCD shall be required to conform to the following standards:

(A) Minimum lot width, measured at the building line, is one hundred fifty (150) feet.

(B) Maximum building size is 10,000 square feet per acre.

(C) Front, side, and rear yard setback are as follows: from residential uses, fifty (50) feet; from hotels or motels, fifteen (15) feet; from other commercial uses or industrial uses, twenty (20) feet; from major thoroughfares, fifty (50) feet.

(D) Maximum building height is thirty-five (35) feet above base flood elevation to a maximum of 50 feet above base flood elevation with prior approval from the Fire Marshal's office.

(E) Equipment and materials must be stored within completely enclosed buildings.

(F) All trash, garbage or other waste must be retained in sanitary containers located inside the building or within a screening enclosure. Any such enclosure must be located a minimum of fifty feet from the property line of any residential use or residential zoning district.

(G) All loading berths shall be located at the side or rear of the building.

Section 5.12 Office Commercial District (OCD)

5.12.1 The purpose of this District is to provide a suitable environment for, and enhancing the locational flexibility of, business, professional, and governmental offices and low impact institutional uses and for the purpose of providing a transitional area between intensive commercial uses and residential uses. These purposes are accomplished in the Office Commercial District by fostering a low key commercial character that is more compatible with residential uses, preventing encroachment by trade and higher impact service operations, and requiring high site design standards.

5.12.2 The following uses and similar uses shall be permitted in the OCD:

(A) Single-family dwelling
(B) Multi-family dwellings, not to exceed 8 per acre
(C) Offices for general administrative functions including operations management, sales and marketing, clerical service, personnel management, accounting/finance, data processing, and design/engineering
(D) Offices for business use including, but not limited to: insurance, real estate, travel, and advertising agencies; business consulting
(E) Offices for professional use including, but not limited to: accounting, architecture, engineering, surveying, law, medicine, chiropractic, and dentistry
(F) Offices for governmental or institutional purposes
(G) Bank or financial institution
(H) Governmental post office
(I) Radio or television studio excluding telecommunications tower
(J) School or day care center
(K) Public emergency service facilities
(L) Library
(M) Museum
(N) Church, synagogue, temple or other place of worship provided that such use is housed in a permanent structure.
(O) Club; business or civic association
(P) Conference center, retreat house
(Q) Clothing tailoring operation
(R) Commercial parking lot for passenger automobiles excluding use of lot for overnight sleeping
(S) Farm or establishment for the growing, care and harvesting of field crops and vegetables, but not including processing and packing of

such products nor the commercial raising, care, or processing of poultry, cattle, swine, goats, or sheep

(T) Tree farm, timber area, or forest management area

(U) Horticultural nursery

(V) Public parks

(W) Unlighted, regulation size or par-three golf course

(X) Cemetery, provided that such use does not include a funeral home or crematorium

(Y) Accessory uses customarily appurtenant to a permitted use

(Z) Temporary storage of construction materials during the construction process provided the materials are removed within 30 days after project completion.

5.12.3 The following uses shall be permitted on a conditional basis in the OCD:

(A) Restaurant provided that it is not located within one hundred (100) feet of the property line of a residential use or zoning district and there is no drive-in window.

(B) Dry cleaning establishment for pick up and drop off service only (no dry cleaning or laundering on the premises).

5.12.4 Other Requirements:

(A) The sale, rental, repair, or servicing of goods or equipment on the premises shall not be permitted unless such activity is either specifically included as, or clearly incidental and customarily accessory to, a permitted or conditional use.

(B) In addition to the specific standards of this section, all pertinent landscaping, screening, buffering, and parking lot provisions contained in the Highway Corridor Overlay District shall apply (regardless of whether or not the property is located in the HCOD).

(C) Equipment and materials must be stored within completely enclosed buildings.

(D) All trash, garbage or other waste must be retained in sanitary containers located inside the building or within a screening enclosure. Any such enclosure must be located a minimum of fifty

feet from the property line of any residential use or residential zoning district.

(E) All loading berths shall be located at the side or rear of the building.

5.12.5 Standards:

(A) Minimum lot size is one quarter acre (10,890 square feet).

(B) Maximum building height is thirty-five (35) feet above base flood elevation.

(C) Maximum building size is 10,000 square feet per acre.

(D) No office building or operation in this District shall be situated closer than fifty (50) feet from the boundary line of any property in an existing residential zoning district or in current residential use. Office uses shall be setback a minimum of 50 feet from any commercial use; 30 feet from another office use; and 50 feet from a major thoroughfare.

5.12.6 Additional Sign Standards:

(A) In addition to the provisions of the Town of Bluffton sign ordinances, the following provisions shall apply to signs in the OCD:

(1) Internally illuminated and neon signs shall not be permitted.

(2) If a sign is to be illuminated a white, stationary light directed solely at the sign shall be used (except for back-lit signs, below). Illuminated signs shall not have a light-reflecting background but may use light reflecting lettering.

(3) Backlighting of signs (see definition) shall be permitted provided the sign is opaque and the rear surface is not reflective.

(B) Exterior lighting shall be designed and arranged so as to minimize glare and reflection. Lighting shall be low intensity, shielded from adjacent parcels, and directed away from any adjacent residential use or zoning district. The applicant shall submit plans for approval to the Development Review Board indicating the location and type of each exterior light.

Section 5.13 Reserved

Section 5.14 Reserved

Section 5.15 Highway Corridor Overlay District (HCOD)

5.15.1 The purpose of the US Highway 278/SC Highway 46/Burnt Church Road Corridor Overlay District is to provide for the safe and efficient use of these highways; to minimize congestion and the number of traffic conflict points; to enhance the quality of development; to protect and enhance the area's unique aesthetic character and natural environment; to reduce unnecessary visual distractions; and to encourage the design of architecture, signage and lighting which is harmonious with the natural and man-made assets of the Lowcountry. The highway corridor is defined as 500 feet in depth beginning at the highway right or way line or to the rear of the property line fronting the designated highway, whichever is lesser. The HCOD shall apply to US Highway 278, SC Highway 46 and Burnt Church Road.

5.15.2 The Historic Preservation Commission of the Town of Bluffton shall assume the role of Corridor Review Board (CRB) and shall administer the HCOD until such time as a separate Board is established. The CRB shall review the design of all structures (except those exempted), including habitable structures, walls, fences, signs, light fixtures and accessory and appurtenant structures.

5.15.3 Boundaries of the HCOD

(A) The boundaries of the HCOD are to be depicted on a map or series of maps entitled, "Official Zoning Map, Town of Bluffton" which" together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this Ordinance.

(B) Where uncertainty exists as to the boundaries of a district as shown on the Official Zoning Map, the following rules shall apply:

(1) Boundaries indicated as approximately following the centerlines of right-of-way lines of streets, highways or utility or other easements shall be construed to follow such lines

(2) Boundaries indicated as approximately following plotted lot or tract property lines shall be construed as following such lines

(3) Boundaries indicated as approximately following the incorporated areas or Town limit lines, military reservation boundaries or special

service area or tax district area lines, as amended from time to time, shall be construed to follow such lines

5.15.4 General Requirements

(A) Land uses permitted within the HCOD shall be as prescribed by the Zoning Districts underlying the HCOD.

(B) All development, including signage, as defined in this Ordinance shall be subject to the provisions of the HCOD, with the following exceptions, which shall be in addition to, rather than in place of, the requirements for the underlying Zoning District

(1) Individual parcels in or designated for single-family residential use and family property (i.e., parcels in residential use by members of the same family). The establishment of a single-family use on such parcels, however, shall be subject to the seventy-five (75) foot front yard setback on an existing parcel of record and subject to the one thousand five hundred (1,500) foot distance requirement between access points for newly created parcels.

(2) Newly created single-family parcels within subdivisions, which shall be subject to the standard setback of ten (10') feet from the property line where an existing twenty-five (25) foot landscaped buffer is already established for the entire subdivision, under the provisions of this ordinance, and subject to the one thousand five hundred (1,500') foot distance requirement between access points.

(3) Mobile home parks, which shall be subject to their standard setback from the property line where an existing twenty-five (25) foot landscaped buffer is already established, under the provisions of this ordinance, and subject to the one thousand five hundred (1,500) foot distance requirement between access points.

(C) If a parcel extends beyond the boundaries of the HCOD, then development at any location within the entire parcel shall be subject to review.

(D) The CRB will review development within the five hundred (500) foot corridor. The CRB will waive review of development that, in its determination, will not be visible from the highway.

(E) Manufactured homes are not permitted for use on property within the HCOD with the exception of exempted uses in Section 5.15.4(B) and for

use as a temporary on-site construction facility, whereby a trailer may be used on the property only during the life of the construction project Modular buildings are permitted for residential or commercial use within the HCOD. A modular building is defined as any building of closed construction, regardless of type of construction or occupancy classification, other than a mobile or manufactured home, constructed off-site in accordance with the applicable codes, and transported to the point of use for installation or erection, as per the South Carolina Modular Buildings Construction Act Mobile or manufactured homes are not permitted for use as commercial structures within the HCOD. Where modular buildings are used, they must be underpinned, skirted, with the tongue and wheels removed, and must conform in appearance to the Architectural Design standards in Section 5.15.9. Temporary use of trailers or modular buildings shall not continue for a period longer than two (2) years without reapplication to the CRB for approval of up to an additional two (2) years.

5.15.5 A minimum distance of one thousand five hundred (1,500') feet shall be maintained between all access points onto the corridor, including private driveways, roads and public right-of-way. Spacing will be measured from the midpoint of each driveway. If the existence of jurisdictional wetlands precludes compliance with this provision, the CRB shall have discretion as to the placing of an alternative access point However, no additional curb cuts on the subject parcel should result from having the alternative access point. This minimum distance applies with the following exceptions:

(A) Access may be granted to a parcel of record existing at the time of adoption of the HCOD provided that the property owner demonstrates that (s)he has made significant but unsuccessful efforts to establish alternative access, including, but not limited to, the following methods: joint access with adjoining properties, access from adjacent roads and the establishment of frontage roads.

(B) Where the South Carolina Department of Transportation has established nodes along the right-of-way of the US Highway 278 Extension as access points, access points spaced less than one thousand five hundred (1,500) feet apart may be used provided that they are spaced at least one thousand two hundred (1,200) feet apart

5.15.6 The following standards shall apply to all property within the HCOD:

(A) The minimum front yard setback from the right-of-way shall be seventy-five (75) feet for all primary and accessory structures, but not including

accessory structures such as walls, fences, trellises and other landscape structures.

(B) The minimum side yard setbacks from the property line shall be fifteen (15') feet

(C) The CRB shall have discretion to adjust the front, side, and rear setbacks in the case of existing jurisdictional wetlands or to preserve existing specimen trees.

(D) The minimum lot width at the building setback line for newly created parcels shall be a distance of one hundred fifty (150) feet Newly created parcels are subject to the one thousand five hundred (1,500) foot distance requirement between access points from the highway.

5.15.7 In addition to the existing standards of the Town of Bluffton Ordinances regarding subdivisions, the following requirements pertain to the HCOD:

(A) Newly created subdivisions are subject to the one thousand five hundred (1,500) foot distance requirement between access points from the highway.

(B) No subdivision of land which would create parcels fronting on the highway shall be approved unless it is established prior to subdivision approval how access will be provided to each parcel in compliance with the one thousand five hundred (1,500) foot distance requirement, i.e. frontage roads, shared access drives, and others.

(C) Newly created parcels must have sufficient depth to allow for the required twenty-five (25) foot highway buffer and setback required herein.

(D) A permanent twenty-five (25) foot highway buffer, as required in the HCOD, shall be provided for in all new residential subdivisions.

(E) If existing platted commercial subdivisions contain dedicated open space, such open space may be used to meet the landscaping requirements for the highway buffer.

5.15.8 Landscaping and Buffers

(A) General Requirements

(1) For the purposes of this Ordinance, "*landscaped area*" shall include all pervious areas containing existing or installed vegetation and water features. The use of existing vegetation and plant species native to the Lowcountry region is encouraged in the landscaped areas.

(2) The CRB shall review plant selections and landscaping designs only to ensure conformance with the specific requirements of this section. Plant materials used for installation shall conform to the standards established by the American Association of Nurserymen in the "American Standard for Nursery Stock" provisions. All landscaping required by this section and shown on the approved application shall be maintained in good condition by the property owner. Plant material that has died or is in an unacceptable condition shall be replaced within four weeks of notification from Town staff of the problem. If the plants are not replaced within that time period, the plants shall be replaced by the Town and the property owner billed for the expense.

(B) Highway Buffers

(1) A minimum twenty-five (25') foot wide landscaped buffer shall be established parallel to the entire front of the property along the highway right-of-way. The buffer shall contain only vegetative landscaping materials, except for the uses listed below:

(a) Vehicular access drives placed approximately perpendicular to the right-of-way

(b) Foot and bicycle paths

(c) Walls and fences less than six (6') feet in height

(d) Landscaping sculpture, lighting fixtures, trellises and arbors

(e) Bus shelters

(f) Signage

(g) Water, sanitary sewer, electrical, telephone, natural gas, cable and other service lines provided that they are placed approximately perpendicular to the right-of-way. Where existing lines or planned lines must run parallel to the right-of-way, an equivalent amount of buffer may be required beyond the twenty-five (25') feet if the character of the buffer is greatly disturbed. To the

extent possible, such service lines should be consolidated with vehicular access routes.

(h) Electrical, telephone, gas, water supply and sewage disposal and other utilities may be constructed within the required buffer area and after installation of such services and to meet the requirements of this section, the developer shall be required to restore the buffer area as approved by the Town.

(i) Where existing or created lagoons and drainage swales will occupy a substantial portion of the highway buffer because of natural land forms or drainage patterns, additional buffer depth may be required to achieve the visual softening intent of this Section. If the development is proposed for an existing platted lot and the size of the lot makes adherence to these standards impractical, the CRB may relax these standards as reasonably necessary to be consistent with the Town's Ordinances.

(2) No tree six (6) inches in diameter at four (4) feet diameter breast height (dbh) or larger may be removed from the highway buffer except for access drives, sight triangles, and diseased trees, as approved by the CRB. Where groupings of native shrubs are present, their preservation with minimal disturbance is strongly encouraged.

(C) Landscaping. The purpose of the landscaping requirements is to achieve at maturity a semi-continuous and semi-opaque vertical plane of tree canopy, understory trees and shrubbery coverage in order to soften the appearance of structures and parking lots visible from the highway, to screen headlight glare on and off site, and to mitigate commercial lighting as seen by neighboring properties and from the highway. Natural appearing landscape forms are encouraged.

(1) The following list contains overstory and understory trees which are found in the Lowcountry region and are recommended for use in meeting the landscaping requirements of the HCOD:

BROAD-LEAVED OVERSTORY TREES	
American Beech	*Fagus grandifolia*
American Elm	*Ulmus americana*
American Sycamore	*Platanus occidentalis*
Ashleaf Maple	*Acer negundo*
Black Oak	*Quercus velutina*
Black Gum	*Nyssa sylvatica*
Eastern Cottonwood	*Populus deltoides*

Honeylocust	*Gleditsia tricanthos*
Laurel Oak	*Quercus laurifolia*
Live Oak	*Quercus virginiana*
Pecan	*Carya illinoensis*
Palmetto (> 20 feet)	*Sabal Palmetto*
Pignut Hickory	*Carya glabra*
Pumpkin Ash	*Fraxinus profunda*
Shumard Oak	*Quercus shumardii*
Southern Magnolia	*Magnolia grandiflora*
Southern Red Oak	*Quercus falcata*
Swamp Chestnut Oak	*Quercus michauxii*
Sweet Gum	*Liquidamber styraciflua*
Water Tupelo	*Nyssa aquatica*
White Oak	*Quercus alba*
Willow Oak	*Quercus phellos*

CONE-BEARING OVERSTORY TREES

Bald Cypress	*Taxodium distichum*
Loblolly Pine	*Pinus taeda*
Long Leaf Pine	*Pinus palustris*
Pond Cypress	*Taxodium distichum var. nutans*
Pond Pine	*Pinus serotina*
Slash Pine	*Pinus elliottii*
Short Leaf Pine	*Pinus echinata*
Spruce Pine	*Pinus glabra*

UNDERSTORY TREES

Allegheny Chinkapin	*Castanea pumila*
American Holly	*Ilex opaca*
American Plum	*Prunus americana*
Bigleaf Snowbell	*Styrax grandifolia*
Bitternut Hickory	*Carya cordiformis*
Black Cherry	*Prunus serotina*
Black Willow	*Salix nigra*
Blackjack Oak	*Quercus marilandica*
Bluejack Oak	*Quercus incana*
Buckthorn Bumelia	*Bumelia lycioides*
Cabbage Palmetto (< 19 feet)	*Sabal palmetto*
Carolina Ash	*Fraxinus caroliniana*
Carolina Basswood	*Tilia caroliniana*
Carolina Buckthorn	*Rhamnus caroliniana*
Carolina Laurelcherry	*Prunus caroliniana*
Carolina Silverbell	*Halesia carolina*
Chickasaw Plum	*Prunus angustifolia*

Coastal Plain Willow	*Salix caroliniana*
Common Elderberry	*Sambucus Canadensis*
Common Hoptree	*Ptelea trifoliata*
Common Persimmon	*Diospyros virginiana*
Common Sweetleaf	*Symplocus tinctoria*
Crepe Myrtle	*Lagerstroemia indica*
Dahoon Holly	*Ilex cassine*
Devilwood	*Osmanthus americanus*
Eastern Coralbean	*Erythrina herbacea*
Eastern Hornbeam	*Ostrya virginiana*
Eastern Redbud	*Cercis canadensis*
Eastern Red Cedar	*Juniperus virginiana*
Flatwoods Plum	*Prunus umbellata*
Florida Basswood	*Tilia floridana*
Florida Maple	*Acer barbatum*
Flowering Dogwood	*Cornus florida*
Fringetree	*Chionanthus virginicus*
Green Ash	*Fraxinus pennsylvanica*
Hercules Club	*Zanthoxylum clava-herculis*
Ironwood	*Carpinus caroliniana*
Littlehip Hawthorn	*Crataegus spathulata*
Loblolly Bay	*Gordonia lasianthus*
Mockernut Hickory	*Carya tomentosa*
Myrtle Oak	*Quercus myrtifolia*
Overcup Oak	*Quercus lyrata*
Parsley Hawthorn	*Crataegus marshallii*
Pawpaw	*Asimina triloba*
Planer Tree	*Planera aquatica*
Possumhaw Holly	*Ilex decidua*
Post Oak	*Quercus stellata*
Red Buckeye	*Aesculus pavia*
Red Maple	*Acer rubrum*
Red Mulberry	*Morus rubra*
Redbay	*Persea borbonia*
River Birch	*Betula nigra*
Sand Hickory	*Carya pallida*
Sassafras	*Sassafrass albidum*
Sourwood	*Oxydendrum arboreum*
Southern Bayberry	*Myrica cerifera*
Southern Crab Apple	*Malus angustifolia*
Southern Red Cedar	*Juniperis silicicola*
Sparkleberry	*Vaccinium arboreum*
Sugarberry	*Celtis laevigata*
Swamp Cottonwood	*Populus heterophylla*
Sweetbay	*Magnolia virginiana*

Tough Bumelia	*Bumelia tenax*
Turkey Oak	*Quercus laevis*
Water Hickory	*Carya aquatica*
Water Oak	*Quercus nigra*
Waterlocust	*Gleditsia aquatica*
Wax Myrtle	*Myrica cerifera*
Windmill Palm	*Trachycarpus fortunei*
Witch Hazel	*Hamamelis virginiana*
Yaupon Holly	*Ilex vomitoria*

(2) For every 100 linear feet (or portion thereof) of frontage on the highway, a minimum of six (6) broad-leaved overstory trees, seven (7) understory trees, and thirty (30) shrubs are required in the buffer. The plant materials shall be generally distributed along and throughout the buffer in order that there not be significant gaps without plantings (except as required at sight triangles and road intersections).

(3) Three (3) cone-bearing overstory trees may substitute for one (1) broad-leaved overstory tree. However, for each substitution of three (3) cone-bearing overstory trees, one (1) additional understory tree shall be required.

(4) Existing, as well as installed, vegetation may be included in meeting the requirement, but if there is not sufficient distribution within the buffer, then additional plantings will be required; i.e. existing healthy trees which are grouped closely together (such that the canopies are closely intertwined) shall be considered as a group rather than tallied individually. Appropriate credit shall be allocated at the discretion of the CRB.

(5) Existing evergreen or deciduous understory trees may be counted for credit to meet the requirements; however, understory trees to be newly planted must be evergreen.

(6) Installed overstory trees used to meet this requirement shall be at least two and one half (2) caliper inches and ten (10') feet tall when planted. Installed understory trees used to meet this requirement shall be at least one (1) caliper inch and eight (8') feet tall when planted. Installed shrubs used to meet this requirement shall be at least two and one half (2') feet tall when planted.

(7) Where commercial parking areas would be visible from the highway, additional vegetation, walls, fences, berms, or some combination shall

be used to screen those areas. The effectiveness of proposed screening materials shall be subject to the review and discretion of the CRB. This provision shall not apply to those commercial uses exempted for the outside display of merchandise, except for any commercial parking areas which are part of such uses.

(8) Trees and shrubs shall not be pruned in any manner that would significantly diminish the desired softening character of the buffer except in accordance with standard horticultural practice. Trees shall not be limbed-up from the ground more than six (6) feet to the lowest branches except as required within sight triangles at intersections or to provide adequate light for understory plantings.

(9) Existing evergreen or deciduous under story trees may be counted for credit to meet the requirements; however, under story trees to be newly planted must be evergreen.

(D) Other Buffer and Landscaping Standards

(1) Perimeter Buffer -- Landscaped buffers at least ten (10') feet in width shall be maintained along the side and rear property boundaries. These buffers may be penetrated for vehicular and pedestrian passageways linking adjoining properties provided the passageways are placed approximately perpendicular to these buffers.

(2) Foundation Buffer -- A landscaped buffer at least eight (8') feet wide shall be maintained between any structure and any parking or driving area, except for loading areas and areas where drive through facilities are utilized. This space is to be reserved for plant material, either existing or planned. No such space is required at the rear or other sides of the building, but is encouraged. Sidewalks and handicap ramps may be placed adjacent to the buffer on either side. The buffer may be penetrated to provide for access to the building and is not required in loading areas.

(3) Walls and Fences --Any opaque or partially opaque walls or fences installed along the front of the property, including those used for screening of parking areas, must be softened with landscaping materials.

(4) Frontage roads shall be located behind the front buffer.

(5) Parking lots shall include landscaped medians and landscaped peninsulas as follows:

(a) A minimum of five (5) foot wide landscaped median shall be installed alongside (perpendicular to) parking spaces on the interior portion of a parking lot with more than one (1) parking bay. Wheel stops shall be placed within all parking spaces at the standard distance from every landscaped median to protect plantings. Shrubs and/or trees shall be installed in the median to provide for semi-continuous planting along the median. Shrubs shall be at least one (1') foot in height at installation and reasonably projected to grow at least two (2') feet in height within three (3) years.

(b) A minimum nine (9) by twenty (20) foot landscaped peninsula shall be installed parallel to the parking spaces every eight (8) or fewer spaces and at the end of the parking aisle in order to separate the last space from any adjacent travelways. Each landscaped peninsula shall contain one (1) broad-leaved overstory tree with a minimum size of two and one half (2) caliper inches at dbh and a minimum height of ten (10) feet

5.15.9 Architectural Design.

(A) It is the intent of this section to encourage architecture that is unobtrusive and of a design, material and color that blend harmoniously with the natural surroundings and the form and scale of neighboring architecture, provided the latter conforms with the intent of this section. Architectural review is not meant to stifle innovative design or diversity, but to safeguard property values and long-term economic assets through quality design and development

(B) The CRB shall review elements of design, including form, mass, scale, proportion, height, texture, color, architectural style, individual architectural elements, or orientation or specific location upon the site. If the CRB disapproves a design, the CRB must establish significant justification for such denial in accordance with the intent of this section. The CRB may require adjustments to the design and site location of proposed structures, and reasonable conditions may be attached to an approval.

(C) General Principles

(1) Architectural styles should be reflective of, or at least compatible with, architectural styles which exemplify the unique character of the

Lowcountry region and conform to general standards of architectural quality.

(2) Multi-unit developments shall utilize a consistent or at least stylistically compatible palette of scale, forms, colors, materials and textures.

(3) Accessory structures should be architecturally compatible with primary structures.

(4) The maximum building height is forty-five (45) feet Unoccupied architectural features, such as cupolas and steeples, shall be reviewed on a case-by-case basis and will require approval by the Bluffton Fire Marshal prior to CRB review.

(D) Appropriate Exterior Materials and Architectural Elements. Only the exteriors of structures are subject to review. The following are some materials and elements are considered compatible and appropriate- for primary and -accessory structures. Other materials and elements consistent with the General Principles outlined above will also be considered by the CRB.

(1) **Siding:** Wood clapboard, wood board and batten, wood shingle siding brick, stucco, tabby, natural stone, faced concrete block, and artificial siding which closely resembles painted wood clapboard. Wood siding may be painted, stained, weathered or left natural.

(2) **Roofs:** Wood shingles, slate shingles, multi-layered asphalt shingles, metal raised seam, or tiles, and the use of pitched roofs (4 and 12 pitch or greater), roof overhangs, covered porches, canopies, awnings, trellises, gazebos, and open wood fences.

(3) The use of pitched roofs, roof overhangs, covered porches, canopies, awnings, trellises, gazebos and open wood fences are encouraged.

(4) Colors considered to be compatible with the Lowcountry or coastal vernacular palette are earth tones (greens, tans, light browns, terra cotta), grays, pale primary and secondary colors (with less than 50% color value), white and cream tones, and oxblood red.

(5) Any accent color (i.e. black, dark blue, grays, and other dark or strong colors) may be used on a limited basis as an architectural motif and will be allowed according to the discretion of the CRB and on the

merits of its use in the overall design, and the use of corporate logos will be considered on a case-by-case basis.

(E) Inappropriate Exterior Materials and Architectural Elements. The following materials and elements are considered incompatible and inappropriate for primary and accessory structures:

(1) Plywood, cinderblock, unfinished poured concrete, unlaced concrete block and plastic or metal not closely resembling painted wood clapboard.

(2) Partial (less than three sides) mansard roofs, flat roofs without a pediment, long unarticulated roofs.

(3) Long, unarticulated or blank facades.

(4) Incongruity of architectural details or color contrasts resulting in a clearly disturbing appearance.

(5) Unscreened chain link or woven metal fences.

(6) Use of reflective materials as the main building material or texture.

(7) Use of highly reflective glass.

(F) Accessory Buildings. The design of accessory buildings should reflect and coordinate with the general style of architecture inherent in the primary structure on the property.

5.15.10 In addition to) the provisions of the Town of Bluffton sign Ordinances, the following provisions shall apply to signs in the HCOD:

(A) Signage, including overall design, materials, colors, and illumination, must be compatible with the overall design of the main structure and building site. Details of the sign, such as typeface and layout, shall be subject to minimal review only to prevent obtrusive designs.

(B) Any freestanding sign must be no closer than ten (10') feet from the highway right-of-way line.

(C) Internally illuminated signs (except halo lit signs) and neon signs shall not be permitted.

(D) If a sign is to be illuminated, a stationary light directed solely at the sign shall be used. No more than two (2) stationary lights may be used for

any one (1) sign face. Illuminated signs shall not have a light reflecting background, but may use light reflecting lettering. Flashing lights are not allowed.

(E) Changeable copy signs shall not be permitted except for gasoline price signs, directory signs listing more than one tenant and signs advertising films and live entertainment which change on a regular basis. Gasoline prices must be displayed on a single sign.

(F) Lighting for signs shall be of a moderate intensity and designed and arranged so as to minimize glare and reflection. Light sources should be concealed.

(G) An integrated sign system shall be required for all new commercial and industrial developments, residential subdivisions, office complexes and shopping centers. The establishment of integrated sign systems for existing developments is strongly encouraged. These systems shall be reviewed for materials, colors, shapes, sizes, compatibility with architecture and establishment of unity of design for the development Individual signs shall be reviewed for conformance with the sign systems, whether newly established or existing and substantially in compliance with this Ordinance.

(H) Pole signs are permitted, provided that no pole shall be higher than four (4) feet from the ground to the base of the sign, and no pole sign shall exceed a maximum of ten (10) feet total in height, as measured from the ground.

(I) Any graphic accent color (i.e. black, dark blue, grays and other dark or strong colors) may be used for graphic accents only, and the use of corporate logos may be considered on a case by case basis.

5.15.11 Lighting

(A) Any lighting used to illuminate parking areas, access drives or loading areas shall be of such a design or level of illumination so as to minimize the amount of ambient lighting perceptible from adjacent properties and that would impair the vision of motorists on the corridor.

(B) Exterior architectural, display and decorative lighting visible from the corridor shall be generated from concealed light source, low level light fixtures.

(C) All interior lighting shall be so designed to prevent the light source or high levels of light from being visible from the corridor.

(D) Entrances into developments from the highway may be lighted for traffic safety reasons provided such lighting does not exceed the foot-candle requirements for lighting walkways and streets, per Section 4.23.3(C)(2)(4) of this Ordinance. Lighting poles mounted within fifty (50') feet from the highway right-of-way may not exceed a height of twenty (20') feet, and only forward-throw or Type IV lights may be used to, light entrances.

(E) All lighting fixtures designed or placed so as to illuminate any portion of a site shall meet the following requirements:

(1) Fixture (luminaire) -- Any light fixture shall be a cutoff luminaire whose source is completely concealed with an opaque housing and shall not be visible from any street This provision includes lights on mounted poles as well as architectural display and decorative lighting visible from the corridor.

(2) Light Source (Lamp) -- Only incandescent, fluorescent, metal halide, mercury vapor or color corrected high-pressure sodium light may be used. The same type must be used for the same or similar type of lighting on any one site or Planned Unit Development. No colors other than white or off-white (light yellow tones) may be used for any light source for the lighting of signs, structures, or the overall site.

(3) Mounting -- Fixtures must be mounted in such a manner that the cone of light is not directed at any property line of the site. The minimum mounting height for a pole shall be twelve (12') feet

(4) Illumination Levels -- All site lighting shall be designed so that the level of illumination as measured in foot-candles (fc) at any one point meets the following standards. Minimum and maximum levels are measured at any one point

(a) Average level is not to exceed the calculated value, and is derived using only the area of the site included to receive illumination. Points of measurement shall not include the area of the building or areas which do not lend themselves to pedestrian traffic. Also, if the major portion of the lighting design is to be in the front of a building, the average level should not be affected by adding a light or two in the back of the same building, which would lower the average of the intended area for lighting.

(b) Illumination levels are as follows:

Location or Type of Lighting	Minimum Level (fc)	Average Level (fc)	Maximum Level (fc)
Areas for Display of Outdoor Merchandise	1.00	5.00	15.00
Commercial Parking	0.60	2.40	10.00
Multi-Family Residential Parking Areas	0.20	1.50	10.00
Walkways and Streets	0.20	1.00	10.00
Landscape/Decorative	0.00	0.50	5.00

(c) Lighting Plan – a site lighting plan shall be submitted at 1" = 20' scale minimum and shall include at a minimum:

1) Location and mounting information for each light

2) Illumination calculations showing light levels in foot-candles at points located on a ten (10) foot center grid, including an illustration of the areas masked out per the requirements above regarding points of measurements

3) A fixture schedule listing fixture design, type of lamp, and wattage of each fixture; and number of lumens after using 85% depreciation for both metal halide and high pressure sodium of initial output

4) Manufacturer's photometric data for each type of light fixture, including initial lumens and mean depreciation values

5) An illumination summary, including the minimum, average and maximum foot-candle calculations ("array values") and the total number of array points (points used on the ten (10') foot grid for the calculation.

5.15.12 Other Requirements

(A) All trash receptacles, dumpsters, ductwork, fixed operating machinery, and other such utility equipment shall be either screened from view or located so that they are not visible from the highway, and shall be located not less than ten (10') feet from side and rear property lines.

(B) There shall be no outside display of merchandise except for automobiles, trucks, boats, tractors, outside landscape structures (garden sheds, arbors, gazebos, etc. but not outdoor furniture), plant materials and agricultural products.

(C) Outside storage of other merchandise is permitted only at the rear of the property or behind completely opaque walls and screens.

(D) Any existing commercial or industrial use presently not conforming to the site design standards, general standards, landscaping, lighting and sign standards of this section shall be brought into compliance if the use is changed, expanded, or altered. Land use discontinued for more than six (6) months shall conform to the landscaping, sign, lighting and site design provisions of this section as reasonably related to existing site constructs, at the discretion of the CRB.

Section 5.16 HISTORIC PRESERVATION OVERLAY DISTRICT (HPOD)

5.16.1 The purpose of this District is to promote the educational, cultural and general welfare of the public through the preservation, protection and enhancement of the old, historic, and/or architecturally-worthy structures and areas of the Town; to maintain such structures as visible reminders of the history and cultural heritage of the Town, the state and the nation, according to the standards set forth in the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.*

5.16.2 The HPOD for the Town of Bluffton has authority under SC Code of Laws Title 6, Chapter 29, Sections 870 and 940.

5.16.3 The HPOD for the Town of Bluffton, including Subsections, shall be designated on the Town's Official Zoning Map(s) with the following clarifications, additions and exceptions:

(A) Where the boundaries are designated at specific roads, the center lines of the rights-of-way of those roads shall be deemed said boundaries.

(B) The south boundaries of the HPOD include the shores of the May River and the HPOD shall include all structures between the critical line and mean high water mark. It shall extend to the mean low water mark in those cases in which the deed reflects ownership to a more distant line. For the purposes of design review, it will include man-made structures extending beyond the critical line.

5.16.4 The Bluffton HPOD shall be composed of two (2) subdistricts: the Bluffton Preservation Subdistrict (BPS) and the Bluffton Conservation Neighborhood (BCN).

(A) The BPS shall include those parcels and properties and portions of those parcels and properties contained within the existing National Register of Historic Places (NRHP) District plus the three westernmost parcels adjacent the NRHP District.

(B) The BCN shall adjoin the BPS and extend to those boundaries depicted on the Official Zoning Map.

(C) Historic Preservation Overlay District (HPOD) in this Section shall refer to both subdistricts (BPS and BCN) unless otherwise stipulated.

5.16.5 To provide guidance for consistency of standards within HPOD, and to identify desirable goals and objectives for the Bluffton HPOD, the *Bluffton Preservation Manual* will be prepared for the Town and adopted for use by the HPC and Town Council.

(A) The manual shall be used by the HPC in the exercise of its authority granted under this Ordinance for review of properties located within both the BPS and BCN. Section A of this manual shall reflect the guidelines for the BPS, Section B for the BCN, and Section C for new construction within the HPOD.

(B) To ensure that the purpose of this Ordinance is achieved, the HPC shall strive to ensure that all new construction complements the surrounding area and that the HPOD's look, feel, and ambiance is preserved. To accomplish this goal and purpose, the manual will indicate guidelines for design and materials similar to that used on structures within the subdistrict in which the construction is to be performed.

5.16.6 Definitions of terms used within this Section include the following:

(A) Alteration – any change in the external architectural features of any structure within the HPOD or interior changes of any structure included in the NRHP or local historic register, if, and only if, that interior feature is specifically included in NRHP historic designation.

(B) Historic Preservation Commission (HPC) – the appointed board that recommends the designation of and regulates changes to the Bluffton HPOD and structures.

(C) Building code – those standards adopted by local governments to regulate the construction of buildings. In Bluffton, these refer to those building codes in effect for Beaufort County as well as all codes appropriate for government-funded buildings.

(D) Building permit – a permit required for construction of new buildings or for alterations of the interior or exterior of a structure for $500 or more.

(E) Certificate of Appropriateness – the document issued by the Bluffton HPC following the review proscribed in this Section, certifying that the proposed actions by an applicant are found to be acceptable in term of design criteria relating to the individual property or the HPOD(s). A Certificate of Appropriateness will only be required for those activities which require a building permit or for demolition.

(F) Certified Historic Structure -- for the purpose of federal or state preservation incentives, any structure subject to depreciation, as defined by the Internal Revenue Code, that is listed individually in the NRHP or located within a registered NRHP District and certified by the Secretary of the Interior as being of historical significance to the district.

(G) Contiguity - calculated by sight lines to the subject application, i.e., a property may be contiguous by line of sight across a street or cove or through the open yard of adjacent properties.

(H) Demolition - the destruction of a building or structure. Demolition within either subdistrict of the HPOD requires a Certificate of Appropriateness.

(I) Demolition by neglect -- the destruction of a building or structure through abandonment or lack of maintenance.

(J) Exterior architectural appearance -- architectural character, general composition and general arrangement of the exterior of the structure, including the kind, color and texture of the building material, type and character of all windows, doors, light fixtures, signs and appurtenant elements, visible from the street or public thoroughfare.

(K) Historic Preservation Overlay District (HPOD) -- an area, designated by the Bluffton Town Council upon the recommendations of the Bluffton HPC.

(L) Historic property -- any place, building, structure, fixture, or similar object that has been individually designated as a contributing property within an HPOD.

(M) Notable properties -- those individual structures, sites, and properties located within the BCN that are deemed to embody a particularly high degree of significance and, therefore, are subject to BPS standards, guidelines, and procedures.

(N) Ordinary maintenance or repair -- general repair to a structure or building which could be considered regular day to day necessities in keeping a structure or building in operable or living condition, and which prevents hazards to the public.

(O) Plans -- scale drawings in plan view and elevations, site surveys, and drawings containing all the information necessary to demonstrate the

alterations proposed by the applicant to receive a Certificate of Appropriateness.

(P) Preservation – the saving from destruction, deterioration, or demolition of old and historic buildings, sites, structures and objects and providing for their continued use by means of restoration, rehabilitation, or reuse. Specifically, "the act or process of applying measures to sustain the existing form, integrity, and material of a building or structure, and the existing form and vegetative cover of a site. It may include stabilization work where necessary, as well as ongoing maintenance of the historic building materials" (Secretary of the Interior).

(Q) Rehabilitation – the act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those features of the property which are significant to its historical, architectural, and cultural values.

(R) Restoration – "the act or process of accurately recovering the form and details of a property which are significant to its historical, architectural, and cultural values" (Secretary of the Interior).

(S) Structures – anything existing, constructed, or erected with a fixed location in or on the ground, such as walls, fences, all signs, light fixtures, steps, or relevant elements thereof.

(T) Substantial hardship – a hardship caused by unusual and compelling circumstances other than entirely economic. The hardship must be proven by the applicant.

5.16.7 The HPC may recommend the designation of a structure or district as historic, and therefore subject to the standards included in this ordinance if the structure or district meets any of the criteria listed below. Such designation will become official and so noted on the official zoning map(s) following notification of property owner(s); two successful readings and a public hearing by Town Council.

(A) It has significant character, interest, or value as part of the development or heritage of a community; or

(B) It is the site of an historic event with a significant effect upon society; or

(C) It exemplifies the cultural, political, economic, social or historic heritage of the community; or

(D) It portrays the environment in an era of history characterized by a distinctive architectural style; or

(E) It embodies those distinguishing characteristics of an architectural type or engineering specimen; or

(F) It is the work of a designer whose individual work has significantly influenced the development of Bluffton; or

(G) It contains elements of design, detail, materials, or craftsmanship which represent significant innovation; or

(H) By being a part of or related to a cove or other distinctive area, it should be developed or preserved according to a plan based on an historic, cultural or architectural motif, or

(I) Owing to its unique location or singular physical characteristic, it represents an established and familiar feature of the neighborhood, community, or Town; or

(J) It has yielded or may be likely to yield information important in pre-history or history.

5.16.8 The Bluffton Conservation Neighborhood is comprised of those parcels adjacent to the BPS and extending outward which are deemed supportive of the intent of this District and which are visible reminders of the cultural heritage of the Town. At some later date, these structures may also become eligible for the NRHP.

5.16.9 Upon request from the HPC, the Bluffton Town Council may designate individual structures, sites, and properties located within the Bluffton Conservation Neighborhood as notable properties when the Council reasonably determines that those structures, sites, or properties embody a particularly high degree of significance in accordance with the criteria listed in this Section. These notable properties are then subject to BPS standards, guidelines, and procedures. Such action will require notification of affected property owner(s) and two readings and a public hearing by Town Council.

5.16.10 General Requirements of the HPOD

(A) Evidence of approval by the HPC shall be a Certificate of Appropriateness issued by the HPC. Such certificates shall be a statement signed by the chairman of the HPC stating that the demolition

or changes in the exterior, or the appearance of the proposed construction, reconstruction, alteration, or restoration for which the Certificate is required has been made and approved by the HPC.

(B) Repairs and maintenance to existing buildings which do not alter the exterior appearance may be exempted by the Town Manager and need not be approved by the HPC.

(C) No structure within the HPOD may be erected, demolished, or removed, in whole or in part, nor may the exterior architectural character of structures be altered until after receipt of a Certificate of Appropriateness has been issued for the project.

(D) No structure may encroach onto the sidewalk or street right-of-way.

(E) A Certificate of Appropriateness shall be required for all permanent window signs displaying business name, proprietor, or logo. A Certificate of Appropriateness shall not be required for temporary signs (e.g., going out of business signs), standard signs (e.g., *Open*, *Welcome*, hours of operation, or credit card decals), and components of portable sign which change regularly (e.g., menu boards on easels). The non-exchangeable components of portable signs, however, shall be subject to review.

(F) No structure over fifty years old within the limits of the Town, but outside the HPOD, may be demolished or removed in whole or in part, nor may the exterior of any such structure be changed until a Certificate of Appropriateness has been issued by the HPC.

(G) Signage regulations for permitted signs will be included in the manual. Existing signs are considered as grandfathered and cannot be enlarged or replaced unless in compliance with the manual.

(1) The following signs are not permitted in the HPOD:

(a) Neon signs
(b) Signs with flashing lights internally lit signs, backlit signs, or halo signs
(c) Signs painted on or attached to trees, fenceposts, rocks, or other natural features, telephone or utility poles, or painted on the roof of buildings visible from any public thoroughfare

(d) Portable signs (signs that are not permanently affixed to a building, structure, or the ground, or which is attached to a mobile vehicle)
(e) Inflatable signs
(f) Abandoned or dilapidated signs (as determined by the Town Manager)
(g) Small temporary signs for more than 14 days, with the exception of real estate and political campaign signs.

(2) Signs determined to be not in compliance must be removed, failure to remove will result in a per-day fine in compliance with the Town of Bluffton Codes.

(I) Telecommunications towers are not permitted in the HPOD.

(J) Satellite dishes must not be prominently visible from the street in the HPOD.

5.16.11 Conceptual Review Process

(A) Prior to the preparation of working drawings and specifications, or calling for proposals or bids from contractors, prospective property developers, owners or agents shall prepare preliminary drawings and outline specifications, including color samples for outside work, overall dimensions (height, width, length, and a comparison with all adjacent structures) for review and informal discussion with the Town Manager and Planning Staff. The purpose of this review will be to acquaint the developer, owner, or agent with the standards of appropriateness of design that are required for the proposed development.

(B) The pre-application review shall not require formal application, but does require notice to be given to the Town Manager and subsequent notification to the chairman of the HPC at least ten (10) working days before the date of the meeting at which the preliminary drawings are to be discussed. All working drawings, plans, and specifications submitted at this meeting shall be in duplicate, prepared in a form suitable for filing.

5.16.12 Certificate of Appropriateness Hearings

(A) The HPC shall meet monthly to hear all applications for permits to build, alter, or demolish any building or structure located in the Bluffton HPOD for which a Certificate of Appropriateness is required.

(B) Applications, shall be submitted to the office of the Town Manager 10 working days prior to a regularly scheduled HPC meeting date.

(C) Three (3) copies of all plans and drawings shall be submitted for any and all alterations and/or additions to existing structures and for all new buildings to be constructed and shall contain the following:

(1) Drawings consisting of plans and exterior elevations drawn to scale and signed by the architect or draftsman. The drawings shall be in sufficient detail to show architectural design, proposed materials, textures, and colors.
(2) A site layout showing all improvements planned for the property, including walls, walks, terraces, plantings, accessory buildings, signs, lights, and other elements.
(3) A site plan with existing adjacent buildings shown.
(4) Samples of building materials.
(5) Photographs of the structure and all improvements on the property (walls, sidewalks, gardens, and such). Photographs are to show all sides of the structure and adjacent properties. For new construction, photographs of any improvements on the property and of adjacent properties are required.
(6) Submittals for review by the Town Manager for projects considered as maintenance will require plans considered appropriate by the Town Manager to adequately depict the proposed project.

(D) Applications shall be reviewed for appropriateness for the subdistrict in which it is located as determined by the standards included in the *Bluffton Preservation Manual.*

(E) In cases where structures are on the NRHP and/or under the purview of the SC Department of Archives and History, whereby architectural changes/restoration/repair require the sanction of either of those entities, evidence of such approval shall serve as the basis for HPC approval. Absence such evidence, the HPC shall serve as the approving entity.

(F) Approved plans and drawings shall be stamped with a Certificate of Appropriateness and one set of approved drawings filed with the Beaufort County Building Code Inspector's office, one set filed with the application in the HPC offices, and one set returned to the applicant.

(G) If the HPC fails to take action on any application within forty-five (45) days after receipt of the application, the application shall be deemed to be approved, except where written agreement has been made for expansion of the time limit.

(H) When a Certificate of Appropriateness has been issued, the Town's designated Compliance Official shall inspect the alteration or construction in a timely manner and shall report to the HPC all work not in accordance with the Certificate or violating any ordinance of the Town. The property owner shall be required to have a copy of the Certificate on the premises during construction to facilitate the inspections.

(I) The HPC shall notify the Town Council of all violations or work done not in accordance with the Certificate of Appropriateness. The Town Manager issues a *stop work order* to halt all construction on the project and notify the property owner and the Town Planner in writing of the violations and what actions should be taken to comply with the Certificate. Persons in violation shall be subject to penalties described in the Municipal Code of the Town of Bluffton.

(J) When a Certificate of Appropriateness is denied, the HPC shall state its reasons in writing and transmit them to the applicant and the Town Manager. The applicant may make alterations to the project and reapply to the HPC and the re-application shall be heard at the next meeting, or the applicant may appeal the HPC's decision to the Circuit Court pursuant to South Carolina Code Sections 6-29-900, 6-29-930, and 6-29-940. Any appeal by an applicant of the denial of a Certificate of Appropriateness, whether upon the original application or re-application, shall be made in accordance with the South Carolina Code of Law Sections set forth herein.

5.16.13 Demolition

(A) Upon receiving an application concerning a building or structure which is at least fifty years old and is within the limits of the Town, but outside the HPOD, the HPC shall, within forty-five (45) days after receipt of the application, either approve such application, or find that the preservation and protection of historic places and the public interest will be best served by postponing the demolition or alteration for a designated period, which shall not exceed one hundred eighty (180) days from the receipt of the application. The HPC shall notify the applicant of such postponement. The HPC shall use the factors

listed in Section 5.16.7 to determine the importance of preserving the structure and the level of public interest.

(B) In all applications involving the demolition or partial demolition of a structure, provisions shall be made for a public hearing as set forth in this Ordinance.

(C) In any case involving the demolition or partial demolition of a structure, before granting approval or requiring a postponement, the HPC may call on the Town Manager to provide a report on the state of repair and structural stability of the structure under consideration.

(D) Within the period of postponement of the demolition or alteration of any building within the Bluffton Preservation District, the HPC shall take steps to ascertain what the Town Council can or may do to preserve the building, including consultation with private civic groups, interested private citizens, and other public boards or agencies, and investigation of the potential use of the power of imminent domain when the preservation of a given building is of a clear historic and architectural significance and clearly in the interest of the general welfare of the Town. The HPC shall then make recommendations to the Town Council.

5.16.14 Exclusions

(A) Ordinary maintenance and repair of any of the existing features of a structure that does not involve a change in design, type of materials, or outward appearance shall be exempt from the review and approval requirements of this Section.

(B) Nothing in this Section shall be construed to prevent the construction, reconstruction, alteration or demolition of any elements of a structure which authorized municipal officers certify as required to protect public safety.

5.16.15 Should any section or provision of this Ordinance be declared invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Sections 5.17 through 5.24 Reserved

Section 5.25 Bluffton River Protection Overlay District (RPOD)

5.25.1 Standards prescribed in this section shall apply to all building, development, and site alteration in the River Protection Overlay District, and shall apply to all property in this District, regardless of use or ownership, except as provided below:

(A) The establishment of a single-family use on individual parcels in or designated for single-family residential use and family property (i.e., parcels in residential use by members of the same family) shall be subject to all provisions except those in Section 5.25.17 regarding Stormwater Management. Residential subdivisions approved after the effective date of the ordinance are subject to all provisions.

(B) Existing agricultural activities are exempt from the buffer zone requirement of this section. Agricultural activities within 50 feet of the Critical Line that result in the discharge of sediments, nutrients, pesticides or other non-point source pollutants arc strongly encouraged to prepare a mitigation plan that utilizes Best Management Practices to minimize or avoid continued discharge of pollutants into the ORW. The County Engineer will provide technical assistance in the design of an appropriate mitigation plan.

(C) Existing structures within the setback can be expanded, repaired, restored or rebuilt Reconstruction/ expansion into the 100' setback of the horizontal area in the direction of the critical line may be approved by the Zoning Board of Appeals according to the provisions of Section 5.25.11.

5.25.2 All property within this overlay district is also subject to the requirements of a base zoning district included elsewhere in Article 5. In cases where standards prescribed in the River Protection Overlay District differ from those prescribed in the base zoning district or in any other applicable local, state, or federal regulation, the more restrictive standard should apply.

5.25.3 The Bluffton River Protection Overlay District consists of:

(A) That portion of the following bodies of water listed below which are contained within the Critical Area as defined by South Carolina Office of Ocean and Coastal Resource Management (OCRM), and

(B) As well as the land abutting those waters extending one hundred fifty (150') feet perpendicular to and in a horizontal plane from the OCRM Critical Line. In situations where the OCRM Critical Area extends inland, as in the case of coves, the River Protection Overlay District shall terminate at a point determined by OCRM, e.g. where the Critical Line effectively merges.

5.25.4 The following Outstanding Resource Waters are included in the District:

(A) Colleton River - the entire stream tributary to the Chechessee River
(B) Okatie River - the entire river tributary to the Colleton River
(C) Saw Mill Creek - the entire creek tributary to the Colleton River
(D) Callawassie Creek - the entire creek tributary to the Colleton River
(E) Chechessee Creek - the entire creek tributary to the Colleton River and the Chechessee River
(F) May River - the entire stream tributary to Calibogue Sound
(G) Bass Crock - the entire creek tributary to the May River
(H) Cooper River - the river from New River to Ramshorn Creek (Note: the remaining portion of the Cooper River is not classified OR)
(I) Bull Creek - the entire tributary to the Cooper River and the May River.

5.25.5 Site plans and subdivision plats submitted to the Town Planners or Development Review Board must delineate the OCRM Critical Line and the buffer zone and appropriate setback line when these are located on the parcel. All site plans to be used during construction for any land clearing, grading or earthmoving activities shall clearly show the buffer zone and appropriate setback line.

5.25.6 In order to protect and conserve the waters located in this district, a buffer strip of existing or planted vegetation is maintained within the District, extending one hundred (100) feet perpendicular to and in a horizontal plane from the OCRM Critical Line.

5.25.7 In order to maintain all four of the following objectives, it is encouraged that the required buffer remain an undisturbed natural area. The objectives of this buffer strip are to:

(A) Provide for the removal or reduction of sediments, nutrients, and potentially harmful or toxic substances in runoff entering the waters;

(B) Minimize erosion and help stabilize the stream bank;

(C) Provide a natural habitat for flora and fauna that exist in this important transaction area between wetland upland areas; and,

(D) Encourage the retention of the visual character of the water bodies.

5.25.8 Cutting, pruning of branches, and removal of vegetation, as provided below, is permitted provided that vegetative cover is immediately replaced and maintained throughout the buffer to prevent the creation of bare ground.

(A) If the landowner can clearly demonstrate that runoff from the property will be effectively diverted away from the Critical Line and/or treated through sediment reduction and nutrient and pollutant removal Best Management Practices (BMPs) so that the nutrients, sediments and potentially harmful or toxic substances in runoff are removed prior to discharge into tile OR waters, then cutting, removal and planting of vegetation according to a plan prepared by, or for, the landowner will be allowed following review and approval of the plan by the Development Review Board.

(B) Plans will be reviewed by the Development Review Board to ensure tile proposed BMPs are appropriate for the site and are adequately designed to provide effective treatment of any runoff from the site daring and after construction, and that the proposed vegetation removal and replacement plan will provide the remaining objectives of the buffer.

Note: Acceptable BMPs for erosion control, sediment reduction, and nutrient and pollutant removal can be found in "A Guide to Site Development and Rest Management Practices for Stormwater Management and Sediment Control Handbook for Land Disturbance Activities", both of which are distributed by SCDHEC).

(C) If runoff from the property flows toward the critical line, without being diverted and/or treated through engineered BMPS, then 2/3 of the total buffer zone area shall remain in a naturally vegetated state, except to allow for the uses specified in (D) below, in order to maintain the water quality function of the buffer. In areas which have been previously cleared, it is encouraged that trees be planted and the buffer return to maritime forest. For parcels that are to be subdivided, the entire buffer zone shall remain in a naturally vegetated state until the subdivided lots are approved for building permits.

(D) In order to accommodate for landowner view, 1/3 of the total buffer zone area, to be selected by the landowner, can be selectively cleared and selectively landscaped, provided that no more than a maximum

contiguous area measuring 75 feet in a horizontal distance parallel to the Critical Line occurs at any one location.

(1) Selective clearing means: the clearing of all trees except:
Evergreen trees 16" or greater DBH,
Hardwood trees 8" or greater DBH, and
Dogwood, redbud, and magnolia trees 4" or greater DBH.

(2) Selective landscaping means that the understory and groundcover can be replaced only with landscaping vegetation, including grass, that requires no chemical treatment for survival or maintenance. In addition, non-permanent structures, (such as gazebos, trellises and decks) can be located within the 1/3 selectively-cleared area if setback 35 feet from the Critical Line.

(E) Single family property owners may remove, and other owners may remove upon development plan approval, any tree less than 24" DBH in diameter in the buffer to accommodate permitted development specified in (5.25.9) below;

(F) Property owners may remove any dead, diseased, unsafe or fallen tree.

5.25.9 No development is permitted in the buffer with the exception of the following seven uses. Accordingly, sections of the buffer may be cleared, as defined above in 5.25.8(C), in order to accommodate these uses provided that the minimum land area required to serve the purpose is disturbed and that proper erosion control measures arc in place during the period of disturbance:

(A) Pedestrian and/or vehicular access ways leading to docks, fishing piers, boat landings, other approved water/marsh uses, provided that only permeable (excluding bare ground) or semi-permeable paving materials (such as open lattice block pavers) are used for vehicular access ways.

(B) That portion of docks, fishing piers, boat landings, or other approved water/marsh uses that by design must tie into the high ground adjacent to the marsh/water.

(C) Use of grassed swales rather than drainage pipes is required unless a drainage pipe is an outfall from a detention, retention, or filtration

system. Additional alterations associated with water diversion and treatment as approved under this Section.

(D) Approved flood control (from rising waters or tidal surge) and erosion control devices and other activities related to soil and water conservation. All erosion control devices must be properly installed prior to any disturbance to the soil, and must be properly maintained until vegetation is adequately established.

(E) Utility lines which must cross the buffer area, provided that such lines are buried underground within the buffer area and the area is replanted with vegetation. This provision applies to water, sewer, electric, gas, cable, telephone and irrigation lines. This requirement can be waived if the County Engineer determines that burial of lines would pose unreasonable technical or financial burdens. In such a case, utility lines must be placed approximately perpendicular to the line of the buffer.

(F) Installation of playground equipment or benches, picnic tables or other similar outdoor furniture related to recreational or incidental residential use provided the ground surface remains permeable.

(G) Roads leading to bridges or causeways that cross the waterway provided the roads are configured to minimize disturbance into the buffer, and provided all shoulders are grassed or runoff is effectively diverted away from the Critical Line, i.e. curb and gutter, and treated prior to discharge into the ORW.

5.25.10 The following uses within the River Protection Overlay District shall be set back a minimum of one hundred (100) feet from the South Carolina OCRM Critical Line:

(A) Detached single family residential dwelling units.

(B) All uses customarily accessory to single family residential property that contribute nutrients, sediments and potentially harmful or toxic substances to runoff, including vehicular garages, driveways and septic systems. With respect to individual on site sewage disposal systems, it is strongly encouraged that the system be located on that portion of the property, outside the one hundred (100) foot buffer zone, that allows for the maximum vertical distance, up to 24 inches, between the bottom of the trench and the *seasonal* high water table. Regular septic tank pumpouts are also encouraged to reduce risk of system failure.

(C) New agricultural uses including the growing, care and harvesting of field crops, fruit and nut trees, timber and livestock, except the processing and packing of same and open storage of manure or similar which are subject to the 150 foot setback as provided below.

(D) Regulation golf courses including all areas that are regularly mowed and/or chemically treated, sand traps, and accessory (non-habitable) structures and facilities such as storage sheds, signs, and ball-washing machines.

(E) Noncommercial recreational parks and playgrounds.

(F) Built and landscape structures associated with the use and enjoyment of nature preserves and wildlife refuges (such as boardwalks and interpretative features).

(G) Uses specified in Section 5.25.9, however utility lines need not be buried underground landward of the buffer (unless otherwise required),

(H) Drainage systems and retention ponds (with the exception of 5.25.9).

5.25.11 For existing platted and recorded single family residential lots, a variance can be obtained for the setback under the following conditions:

(A) For situations where an existing platted and recorded lot does not provide the appropriate depth for the construction of a single family dwelling given the setback, the setback will either:

(1) Be adjusted by the Zoning Board of Appeals from 100' feet down to an appropriate distance to a minimum of 50 feet from the Critical Line, or

(2) Be established through the waiver process, as described in 5.25.11, to determine the maximum allowable setback that will accommodate construction of the structure. Nothing in this section shall render an existing lot unbuildable.

(B) Application to the Zoning Board of Appeals for a waiver will follow normal Development Permit procedures and the applicant must:

(1) Apply for the waiver two (2) weeks prior to review;

(2) Post a public notice to that effect (obtained from the Zoning and Development Administrator; and

(3) Provide the most recent (within the last 36 months) OCRM certification of the Critical Line to the Zoning and Development office.

(C) For situations where existing adjacent houses in a Subdivision of a Planned Unit Development create a de facto setback, a waiver can be obtained through the waiver process, as described in 5.25.11.

(D) In either case, the remaining buffer shall be subject to the water quality treatment requirements of the buffer zone as provided for in Section 5.25.8(A) or (B).

5.25.12 The following uses within the River Protection Overlay District shall be set back a minimum of one hundred fifty (150) feet from the South Carolina OCRM Critical Line:

(A) Multi-family and attached single family uses.

(B) All uses customarily accessory to residential property, that contribute nutrients, sediments and potentially harmful or toxic substances to runoff, including vehicular garages and driveways serving multifamily or attached single family dwelling units,

(C) Noncommercial clubs, lodges, community centers, research centers, museums, and conservation/nature oriented schools, less than or equal to four thousand (4,000) square feet.

(D) Parking lots and accompanying access drives and maneuvering lanes serving boat landings and other nonresidential uses provided each parking lot contains space for no more than six automobile parking stalls or 1000 square feet (whichever is greater) and provided such parking lots are separated from each other by at least 50 feet of vegetated buffer.

(E) Two lane local road, the purpose of which is primarily to provide access service to abutting residential property rather than to provide for through traffic.

5.25.13 All other uses, not specified in 5.25.10, 5.25.11, 5.25.12, and 5.25.13, above, shall be set back a minimum of one hundred fifty (150) feet from the South Carolina OCRM Critical Line.

5.25.14 A waiver for sections 5.25.11, 5.25.12, or 5.25.13 may be approved by the Zoning Board of Appeals provided the landowner can demonstrate that the required set back is impractical for the proposed development, the development proposal creates the minimal amount of impervious surface necessary for the proposal, the proposal provides sufficient treatment of runoff prior to discharge into the OR, during and after construction, and the proposal meets the remaining intent of the Ordinance.

5.25.15 Docks, piers and boat landings are to be used for non-commercial purposes only, i.e., no fee or rent may be charged except to a resident of an on-site residential community and said facilities are not to be used in connection with commercial uses or structures such as a processing plant, fish market, restaurant or commercial marina. However, a commercial fisherman may launch and come ashore from public boat landings, or a dock attached to his/her primary residence or a dock that he/she has pre-approved access from the owner. Existing docks, piers and boat landings in commercial use are allowed to remain in operation regardless of ownership, provided that there is no increase in impact.

(A) Docks must be for the exclusive use of occupants/owners/guests of residential dwelling units on waterfront lots or occupants/owners/ guests of residential dwelling units in an on-site residential community where the dock serves that community exclusively. Shared multiple user docks are encouraged over multiple single user docks.

(B) Docks (other than community docks) must be connected with adjacent waterfront lots that have seventy-five (75) feet of water frontage along the marsh/water edge and at]cast seventy-five (75) feet of frontage along the water between extended property lines. Lots with less than this required frontage but with at least fifty feet of frontage both on the marsh edge and along the water between the extended property lines may be eligible to share a dock with adjacent property.

(C) There may be no habitable structures located on the dock, fishing pier, or boat landing nor elsewhere upon waters in this district. Only open shelters and limited storage (e.g. for water skies, anchors, fishing equipment) are permitted.

(D) Pumping of fuel is not permitted at docks, fishing piers or boat landings, nor elsewhere upon waters in this district, except for existing docks, piers, marinas, and boat landings in commercial use.

(E) Utility lines which must cross the water/marsh to serve facilities on the opposite side of upon the water/marsh shall be submerged below the surface of buried underground. This requirement can be waived if the County Engineer determines that burial of lines would pose unreasonable technical or financial burdens. In such a case, utility lines must be placed in a configuration that minimizes impact.

(F) Prior to construction of any dock, pier or boat landing in the River Protection Overlay District, in addition to the OCRM permit, the applicant must receive a permit or approval from the Building Codes Department or Development Review Board stating that the proposed construction complies with the pertinent provisions of this Section.

5.25.16 Projects which received approval from OCRM prior to the establishment of this overlay district are exempt from this section.

5.25.17 Any and all development located within the River Protection Overlay District shall pay special attention to storm water management system designs with respect to the environmental quality of the storm water discharge leaving the development. Therefore, peak discharge rates for storm water management systems shall not exceed the pre-development peak discharge rate for the mean annual storm event for a twenty-four (24) hour duration for a 2, 5, 10, 25, 50, and 100 year return period. The storm water management facilities shall be designed to entrap or settle silt. Other erosion control devices may be required to ensure that excessive siltation does not occur and does not exceed pre-development siltation of the Outstanding Resource Waters,

(A) As an alternative to providing for a pre-development peak discharge rate for the mean annual storm even for a twenty-four (24) hour duration for a 50 and 100 year period; designs for the 50 and 100 year storm events may be approved by the County Engineer if the design engineer demonstrates the following for unstabilized sites:

(1) Adequate sediment basins and retention areas for the 25 year storm event, which exceeds OCRM current requirements.

(2) Design based on site specific soil condition.

(3) Appropriate and additional use of sediment control practices such as silt fence, rock, check dams, raised catch basins, and other accepted Best Management Practices.

(B) When the site is stabilized, storm water facilities shall be designed to accommodate the 2, 5, 10, and 25 year design event. The design engineer shall indicate the impact of the 50 and 100 year flood events in the design considerations.

(C) These storm water management facilities must be installed and/or constructed and be in place prior to any building construction.

(D) Storm water runoff from any bridge or road crossing a waterway must first be routed through an approved detention, retention, filtration and/or swale system before being discharged into the river/marsh system, unless the County Engineer determines that this provision is technically impractical.

5.25.18 All use of herbicides, pesticides or fertilizers must be in full compliance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA); South Carolina Pesticide Control Act; and, South Carolina Fertilizer Law; and in strict accordance with pesticide label instructions in order that there be a "no adverse effect level" of surface runoff or airborne drift of these materials beyond the area of direct application. The practice of natural pest control management and the use of natural fertilizer and herbicides is strongly encouraged.

5.25.19 The provisions of Section 5.25 will be evaluated by the County no later than one year from the effective date to determine if modifications should be made based on the review of any new information.

ARTICLE VI - ADMINISTRATION

Section 6.1 Establishment of the Bluffton Planning Commission (BPC)

6.1.1 The Planning Commission of the Town of Bluffton is hereby established under the provisions of Title 6 Chapter 29 of the South Carolina Local Governments Comprehensive Planning Enabling Act of 1994, replacing the Development Review Board (DRB).

6.1.2 Membership of the BPC shall be as follows:

a. The BPC shall be composed of five (5) voting members.
b. BPC members maintain residence or are freeholders within the town limits of Bluffton.
b. All members shall be appointed to three and four year staggered terms by the Town Council, and after that time until their successors are appointed.
c. A vacancy in the membership must be filled for the unexpired term by appointment of Town Council.
d. The Town may remove any member of the BPC for cause.
e. None of the members shall hold any other public office or position in the Town or Beaufort County.

Section 6.2 Procedures of the Bluffton Planning Commission

6.2.1 The BPC shall elect one of its members chairman, who shall serve for two years or until (s)he is re-elected or his successor is elected and qualified.

6.2.2 The BPC shall appoint a secretary who may be an officer of the Town.

6.2.3 The BPC shall adopt rules of procedure in accordance with the provisions of this Ordinance.

6.2.4 Meetings of the BPC must be held at least once per month, unless there is no business before it.

6.2.5 Meetings may be held at the call of the chairman and at such other times as the BPC may determine.

6.2.6 Public notice of all meetings of the BPC shall be provided to interested citizens.

6.2.7 The BPC shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all

of which must be immediately filed in the office of the BPC and must be a public record.

Section 6.3 Administrative Functions of the Bluffton Planning Commission

6.3.1 The BPC prepares and periodically revises the Town of Bluffton Comprehensive Plan, as well as all development plans and programs for the Town and all implementation measures required to carry out the goals of the Comprehensive Plan, including:

(A) Zoning ordinances, defined below
(B) Subdivision regulations
(C) An official map

6.3.2 Ordinances to protect and preserve the Town's appearance and resources, such as landscaping, historic preservation ordinances

6.3.3 The BPC may prepare and recommend revised zoning ordinances or amendments to the Ordinance to the Town Council and review and make recommendations concerning amendments to the zoning ordinance.

6.3.4 The BPC administers land development regulations and landscaping, highway corridor overlay, historic district and other similar regulations, as applicable under this Ordinance and amendments.

6.3.5 The BPC must catalog public improvements needed in the Town, place them in a logical chronological order, and rank them. An annual list of priority projects should be forwarded to the Town Council.

6.3.6 All requests for variances (defined in 7.3.1(B)) shall be forwarded to the Board of Zoning Appeals as only the Board of Zoning Appeals may grant variances.

6.4 Establishment of the Historic Preservation Commission (HPC)

6.4.1 A review board for historic preservation is hereby established, called the Bluffton Historic Preservation Commission (HPC). The HPC shall consist of seven (7) members with a demonstrated interest, competence, or knowledge in historic preservation.

(A) All HPC members shall be residents of the Town of Bluffton or freeholders within the Town

(B) The HPC shall be composed of the following:

(1) Two (2) persons representing the Bluffton Preservation District (BPS), who must be a resident and property owner therein

(2) Two (2) persons representing the Bluffton Conservation Neighborhood (BCN), who must be a resident and property owner therein.

(3) One (1) person who operates a commercial business in the Historic Preservation Overlay District (HPOD).

(4) One (1) person recommended by the Bluffton Historical Preservation Society, Inc. who is a member of its Board of Trustees.

(5) One (1) resident or freeholder selected at-large.

(6) At least two (2) of the above members shall, to the extent that such is available in the community, be professionals in the disciplines of architecture, history, architectural history, planning, archeology, or related disciplines. In the absence of these skills in the community, the Town reserves the right to recruit the members from outside the Town.

(C) All members shall initially be appointed to two and three year staggered terms by the Town Council. Thereafter, all members shall serve two (2) year terms with a maximum of two (2) consecutive terms. HPC members may be re-appointed and serve additional term after being off the HPC for a minimum of two (2) years. Any vacancy on the HPC shall be filled for the expired term. Board members shall serve after their term expires until their successors are appointed.

(D) Members of the HPC cannot hold any other public office or position in the Town of Bluffton.

(E) Members may be removed for cause by the Town Council. Cause includes missing three (3) consecutive regularly scheduled meetings or more than one-third (1/3) of the regularly scheduled meetings in any one calendar year.

(F) Town Council, upon recommendation of the Town Manager, may also appoint an architect or individual with demonstrated architectural or historic preservation to serve as a professional advisor to the HPC. The professional advisor shall serve for one year and not be a voting member of the HPC.

(G) Members of the HPC shall serve without compensation but may be reimbursed for expenses incurred while representing the HPC, if approved by the Town Council. The professional advisor may be compensated, if approved by the Town Council.

(H) The Town Planner shall serve as HPC staff.

(I) All members of the HPC shall attend training as determined by the Town upon recommendation of the South Carolina Department of Archives and History.

6.4.2 Procedures of the Historic Preservation Commission

(A) The HPC shall elect one of its members chairman and one member vice-chairman, who shall serve for two years or until (s)he is re-elected or his successors are elected and qualified.

(B) The HPC shall appoint a secretary who may be an officer of the Town.

(C) The HPC shall adopt rules of procedure in accordance with the provisions of this Ordinance.

(D) Meetings of the HPC must be held at least once per month, unless there is no business before it. A detailed description of Certificate of Appropriateness Hearings are included in Section 5.16.11.

(E) Meetings may be held at the call of the chairman and at such other times as the HPC may determine.

(F) A majority of members shall constitute a quorum. A quorum must be present before any business can be conducted other than rescheduling the meeting.

(G) Public notice of all meetings of the HPC shall be provided.

(H) The HPC shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the HPC and must be a public record.

(I) Any member of the HPC who has a direct or indirect interest in any property which is the subject matter of, or is affected by decisions of the HPC, shall disqualify him/her self from participation in the discussion, decision, and proceedings concerning that property.

6.4.3 The HPC shall perform the following functions:

(A) Review properties for inclusion in the HPOD and recommend appropriate zoning changes to the Town Council for those properties considered qualified for inclusion. The following criteria will be used during the review:

(1) The property has significant character, interest, or value as part of the development or heritage of a community; or

(2) It is the site of an historic event with a significant effect upon society; or

(3) It exemplifies the cultural, political, economic, social or historic heritage of the community; or

(4) It portrays the environment in an era of history characterized by a distinctive architectural style; or

(5) It embodies those distinguishing characteristics of an architectural type or engineering specimen; or

(6) It is the work of a designer whose individual work has significantly influenced the development of Bluffton; or

(7) It contains elements of design, detail, materials, or craftsmanship which represent significant innovation; or

(8) By being a part of or related to a cove or other distinctive area, it should be developed or preserved according to a plan based on an historic, cultural or architectural motif, or

(9) Owing to its unique location or singular physical characteristic, it represents an established and familiar feature of the neighborhood, community, or Town; or

(10) It has yielded or may be likely to yield information important in pre-history or history.

(B) For structures within the HPOD, the HPC shall review and approve, approve with conditions, or deny petitions for: alteration of building exteriors; additions of accessory structures; demolition of structures; and new construction.

(1) In passing upon an application to demolish or demolish in part, or remove, or alter the exterior architectural appearance of any existing structure, the HPC shall consider, among other things, the historic, architectural, and aesthetic features of such structure, the nature and character of the surrounding area, the use of such structure, and its importance to the Town.

(2) In passing upon an application for new construction in the HPOD, the HPC shall consider, among other things, the general design, the character and appropriateness of design, scale of buildings, arrangement, texture, materials, and color of the structure in question, and the relation of such elements to similar features of structures in the immediate surroundings. The HPC shall not consider the interior arrangement or interior design; nor shall it make requirements except for the purpose of preventing developments which are not in harmony with the prevailing character of the HPOD or which are obviously incongruous with this character.

(3) The HPC may refuse to grant a Certificate of Appropriateness for the erection, reconstruction, alteration, demolition, partial demolition, or removal of any structure within the HPOD which in the opinion of the HPC would be detrimental to the interests of the Town.

(4) Upon receiving an application concerning a building or structure which is at least 50 years old and is within the limits of the Town, but outside the HPOD, the HPC shall, within forty-five (45) days after receipt of the application, either approve such application, or find that the preservation and protection of historic places and the public interest will be best served by postponing the demolition or alteration for a designated period, which shall not exceed one hundred eighty (180) days from the receipt of the application. The HPC shall notify the applicant of such postponement.

(a) In all applications involving the demolition or partial demolition of a structure, provisions shall be made for a public hearing as set forth in this Ordinance.

(b) In any case involving the demolition or partial demolition of a structure, before granting approval or requiring a postponement, the HPC may call on the Town Manager to provide a report on the state of repair and structural stability of the structure under consideration.

(c) Within the period of postponement of the demolition or alteration of any building within the Bluffton Preservation District, the HPC shall take steps to ascertain what the Town Council can or may do to preserve the building, including consultation with private civic groups, interested private citizens, and other public boards or agencies, and investigation of the potential use of the power of imminent domain when the preservation of a given building is of a clear historic and architectural significance and clearly in the interest of the general welfare of the Town. The HPC shall then make recommendations to the Town Council.

(5) In case of disapproval of any project, the HPC shall make its reasons known in a written statement to the applicant. The HPC must give verbal advice to the applicant and make recommendations in regard to the appropriateness of design, arrangement, texture, material, color and other comments as appropriate concerning the property involved.

(6) Among other grounds for considering a design inappropriate and requiring disapproval and re-submission on are the following defects: arresting and spectacular effects, violent contrasts of materials or colors, intense or lurid colors, a multiplicity or incongruity of details resulting in a restless and disturbing appearance; the absence of unity

and coherence in composition not in consonance with the dignity and character of the present structure, in the case of repair, remodeling or enlargement of an existing building or with the prevailing character of the neighborhood, in the case of a new building.

(7) In exercising the authority granted the HPC under this Ordinance, the HPC may call upon the advice of any professionals it deems appropriate and any costs incurred for such consultation may be paid for with funds approved for such use by the Town Council in advance of the occasion.

(C) Maintain or ensure the maintenance of an historic properties inventory for the entire Town and ensure that it is available to the public.

(D) Review properties within the BCN and identify those individual structures, sites, and properties that are deemed to embody a particularly high degree of significance and, therefore, should be subject to BPS standards, guidelines, and procedures. The HPC shall then recommend the appropriate zoning changes to the Town Council for those properties.

(E) The HPC shall prepare an annual report to the Town Council concerning historic preservation in the Town, including a full report of all projects submitted.

(F) The HPC shall have the opportunity to comment on National Register nominations proposed for any structure within its jurisdiction.

(G) The HPC shall serve as the reviewing body for the Bluffton Highway Corridor Overlay District until such time as a separate body is formed for that function. Review shall be in accordance with the above format, as appropriate.

(H) The HPC shall perform other duties as stipulated in the Ordinances of the Town of Bluffton or as assigned by the Town Council.

ARTICLE VII
APPEALS AND PENALTIES

Section 7.1 Establishment of the Zoning Board of Appeals

7.1.1 The Zoning Board of Appeals of the Town of Bluffton is hereby established.

7.1.2 Membership of the Board shall be as follows:

(A)The Board shall be composed five (5) persons who maintain residence or who are freeholders within the town limits of Bluffton.

(B) All members shall be appointed to three and four year staggered terms by the Town Council, and after that time until their successors are appointed.

(C)A vacancy in the membership must be filled for the unexpired term by appointment of Town Council.

(D)The Town may remove any member of the Board for cause.

(E) None of the members shall hold any other public office or position in the Town or Beaufort County.

Section 7.2 Procedures Of The Zoning Board Of Appeals

7.2.1 The Board shall elect one of its members chairman, who shall serve for one year or until (s)he is re-elected or his successor is elected and qualified. The Board shall appoint a secretary who may be an officer of the Town.

7.2.2 The Board shall adopt rules of procedure in accordance with the provisions of this ordinance.

7.2.3 Meetings of the Board must be held at the call of the chairman and at such other times as the Board may determine. Public notice of all meetings of the Board of Appeals shall be provided by publication in a newspaper of general circulation in the municipality or county.

7.2.4 In cases involving variances or special exceptions conspicuous notice shall be posted on or adjacent to the property affected, with at least one such notice being visible from each public thoroughfare that abuts the property.

7.2.5 The chairman or, in his or her absence, the acting chairman, may administer oaths and compel the attendance of witnesses by subpoena.

7.2.6 The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the Board and must be a public record.

Section 7.3 Powers Of The Zoning Board Of Appeals

7.3.1 The Zoning Board of Appeals shall function in strict accordance with and pursuant to this Ordinance and shall have the following powers:

(A) To hear and decide appeals where it is alleged there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the zoning ordinance;

(B) To hear and decide appeals for variance from the requirements of the zoning ordinance when strict application of the provisions of the ordinance would result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the Board makes and explains in writing the following findings:

(1) There are extraordinary and exceptional conditions pertaining to the particular piece of property;

(2) These conditions do not generally apply to other property in the vicinity;

(3) Because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and

(4) The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.

(a) The Board may not grant a variance the effect of which would be to allow the establishment of a use not otherwise permitted in a zoning district, to extend physically a non-conforming use of land, or to change the zoning district

boundaries shown on the official zoning map. The fact that property may be utilized more profitably, should a variance be granted, may not be considered grounds for a variance. Other requirements are prescribed by this zoning ordinance.

(b) The Town by ordinance may permit or preclude the granting of a variance for a use of land, a building, or a structure that is prohibited in a given district, and if it does permit such a variance, it may require the affirmative vote of two-thirds of the Board members present and voting. Notwithstanding any other provision of this section, the Town may overrule the decision of the Board concerning a use variance.

(c) In granting a variance, the Board may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the Board may consider advisable to protect established property values in the surrounding area, or to promote the public health, safety, or general welfare;

(C) To permit uses by special exception subject to the terms and conditions for the uses set forth for such uses in the zoning ordinance; and

(D) Appeals to the Board may be taken by any person aggrieved or by any officer, department, Board, or bureau of the Town or County. The appeal must be taken within thirty days of the date the appealing party has received actual notice of the action from which the appeal is taken by filing with the officer from whom the appeal is taken and with the Board of appeals notice of appeal specifying the grounds of it. The officer from whom the appeal is taken immediately shall transmit to the Board all the papers constituting the record upon which the action appealed from was taken.

7.3.2 An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board, after the notice of appeal has been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In that case, proceedings may not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application, on notice to the officer from whom the appeal is taken, and on due cause shown.

7.3.3 The Board shall fix a reasonable time for the hearing of the appeal or other matter referred to it, and give at least fifteen days' public notice of it in a newspaper of general circulation in the community, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person or by agent or by attorney.

7.3.4 In exercising the above power, the Board of appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken and may issue or direct the issuance of a permit. The Board in the execution of the duties specified in this chapter may subpoena witnesses and in case of contempt may certify this fact to the Beaufort County circuit court.

7.3.5 All final decisions and orders of the Board must be in writing and be permanently filed in the office of the Board as a public record. All findings of fact and conclusions of law must be separately stated in final decisions or orders of the Board which must be delivered to parties of interest by certified mail.

Section 7.4. Contempt And Penalty

In case of contempt by a party, witness, or other person before the Board of appeals, the Board may certify this fact to the circuit court of the county in which the contempt occurs and the judge of the court, in open court or in chambers, after hearing, may impose a penalty as authorized by law.

Section 7.5. Appeal From The Board Of Zoning Appeals To Circuit Court

A person who may have a substantial interest in any decision of the Board of appeals or an officer or agent of the appropriate governing authority may appeal from a decision of the Board to the circuit court in and for the County by filing with the Clerk of the Court a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal must be filed within thirty days after the decision of the Board is mailed.

Section 7.6. Notice Of Appeal; Transcript; Supersedeas

7.6.1 Upon the filing of the appeal, the clerk of the circuit court shall give immediate notice of it to the secretary of the Board and within thirty days from the time of the notice the Board shall file with the clerk a certified

copy of the proceedings held before the Board of appeals, including a transcript of the evidence heard before it, if any, and the decision of the Board including its findings of fact and conclusions.

7.6.2 The filing of an appeal in the circuit court from a decision of the Board shall not ipso facto act as a supersedeas, but the judge of the circuit court may in his discretion grant a supersedeas upon such terms and conditions as may seem reasonable and proper.

Section 7.7 Determination Of Appeal; Costs

At the next term of the circuit court or in chambers, upon ten days' notice to the parties, the presiding judge of the circuit court of the county shall proceed to hear and pass upon the appeal on the certified record of the Board proceedings. The findings of fact by the Board of appeals shall be treated in the same manner as a finding of fact by a jury, and the court may not take additional evidence. In the event the judge determines that the certified record is insufficient for review, the matter may be remanded to the zoning Board of appeals for rehearing. In determining the questions presented by the appeal, the court shall determine only whether the decision of the Board is correct as a matter of law. In the event that the decision of the Board is reversed by the circuit court, the Board is charged with the costs, and the costs must be paid by the governing authority which established the Board of Appeals.

Section 7.8 Appeal To The Supreme Court

A party in interest who is aggrieved by the judgment rendered by the circuit court upon the appeal may appeal in the same manner as provided by law for appeals from other judgments of the circuit court in law cases.

ARTICLE VIII
AMENDMENTS

Section 8.1 Authority

This Ordinance, including the Official Zoning Map, may be amended from time to time by the Bluffton Town Council as herein specified, but no amendment shall become effective unless it shall have been proposed by or shall first have been submitted to the Planning Commission for review and recommendation.

Section 8.2 Requirements For Change.

When public necessity, convenience, general welfare, or good zoning practice justifies such action, and after the required review and report by the Planning Commission, the Town Council may undertake the necessary steps to amend the Zoning Ordinance.

Section 8.3 Procedure For Amendments

8.3.1 A proposed amendment to the Zoning Ordinance may-be initiated by the Town Council, the Planning commission or by application by the owners of the property to be changed, provided, however, that action shall not be initiated for a zoning amendment requesting the same change in district classification affecting the same parcel or parcels or any part thereof more often than once every twelve (12) months.

8.3.2 All papers and other data submitted by the applicant on behalf of the amendment request shall be transmitted to the Planning Commission.

8.3.3 The Planning Commission, at regular meetings, shall review and prepare a report, including its recommendation, for transmittal to the Town Council.

8.3.4 Before enacting an amendment to this Ordinance, the Town Council shall hold a public hearing; notice of the time and place of which shall be published in a newspaper of general circulation in the Town at least fifteen (15) days in advance of the scheduled public hearing date.

8.3.5 Following final action by the Town Council, any necessary changes shall be made in the Zoning Map. A record of the type and date of such change shall be maintained at the Town Hall and in the offices of the Joint Planning Commission.

ARTICLE IX
LEGAL STATUS PROVISIONS

Section 9.1 Conflict With Other Laws.

Whenever the provisions of this ordinance impose more restrictive standards than are required under other statutes, the requirements of this Ordinance shall govern. Whenever the provisions of any other statute require more restrictive standards than are required by the Ordinance, the provisions of such statute shall govern.

Section 9.2 Validity.

Should any section or provision of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Section 9.3 Repeal Of Previous Ordinances.

Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed, and all Ordinances and parts of Ordinances consistent with this ordinance are hereby repealed to the extent necessary to give --his Ordinance full force and effect.

Section 9.4 Effective Date.

This ordinance shall take effect and be in force from the date of its adoption by the Town Council of Bluffton.

ARTICLE X
DEFINITION OF TERMS

Section 10.1 Interpretation of Certain Terms or Words.

Except as specifically defined herein, all works in this ordinance have the customary dictionary definitions. For the purpose of this ordinance, certain words or terms used herein are defined as follows:

10.1.1 Words used in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular.

10.1.2 The word "shall" is always mandatory.

10.1.3 The word "may" is permissive.

10.1.4 The word "person" includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.

10.1.5 The word "Planning Commission" refers to the Town of Bluffton Planning Commission.

10.1.6 The words "used" or "occupied" as applied to any land or building shall be construed to include the words intended, arranged, or designed to be used or occupied.

10.1.7 The word "lot" includes the word "Plot" or "parcel".

10.1.8 The word "structure" includes the word "building."

Section 10.2 Definitions

10.2.1 Accessory Dwelling Unit/Dependency Unit. A second dwelling unit either added to or in a single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete, independent living facility. The accessory dwelling unit can also be located on the second floor of a retail or office building. The maximum size for an accessory dwelling unit/dependency unit is 800 square feet.

10.2.2 Agricultural Use. The use of land or property to raise, harvest or store crops, feed, breed, or manage livestock, or to produce plants, trees, fowl or animals, including the preparation of the products raised thereon and disposed of by marketing or other means.

10. 2 3 Automobile Service Station. Buildings and premises on any parcel or lot where gasoline, oils and greases, batteries, tires and automobile accessories may be supplied and dispensed at retail (or in connection with a private operation) where no part of the premises is used for the storage of dismantled or wrecked vehicle parts, and permitting the sale of cold drinks and packaged goods as accessory only to the principal operation.

10.2.4 Buffer, Landscaped. A strip of required yardspace adjacent to the Boundary of a property or district which is to be landscaped for its full width, in grass or other plant materials, and on which is placed a screen of sufficient width and height to render it visually solid for the length of the developed portion of the property. The required screen is to be permanently maintained and shall be composed of either compact or dense evergreen plant materials, an appropriate wall or fence, or a combination of fence and plant material.

10.2.5 Building. Any structure having a roof supported by columns or walls and intended for the shelter, housing, or enclosure or any person, process, equipment, or goods.

10.2.6 Building Alteration. Any change in the supporting members of a building (such as bearing walls, columns, or girders), any addition or reduction to a building; any change in use, any increase in use intensity, or any relocation of a building from one location or position to another.

10.2.7 Building Height. The vertical distance from the average grade of a structure at ground level to the top of the highest roof beam of the roof, provided that chimneys, spires and other permitted appendages not be included in the height measurement.

10.2.8 Density. The number of dwelling units per acre of land developed or used for residential purposes, expressed in units per gross acre.

10.2.9 Development. Except where the context otherwise requires and in the absence of a more limiting provision "development" means the performance of any building or mining operation, the making of any material change in the use of any structure or land, or the division of land

into two or more parcels, lots, building sites, or building units. [See Section 2.2 of the Development Standards ordinance as amended October 22, 1984.]

10.2.10 District. The term applied to various geographical areas of the Town of Bluffton for purposes of interpreting the provisions of this ordinance. The Districts are designated with the use of symbols on the Official Zoning Map. Regulations controlling land use in the various districts within the City are set forth in Article V of this ordinance. The terms "district" and "zoning district" are synonymous and are used interchangeably throughout this Ordinance.

10.2.11 Dwelling. A building or portion of a building arranged or designed to provide living quarters for one family. The terms "dwelling" and "residence" shall be interchangeable.

(A) Interior apartment dwelling. Any dwelling which is constructed within or is otherwise attached to a dwelling or other nonresidential structure.

(B) Mobile home dwelling. A one-family detached dwelling of vehicular, portable design built on a chassis and used without a permanent foundation.

(C) Modular dwelling. A one-family detached dwelling made of prefabricated materials or parts which is designed to be constructed onto a permanent foundation.

(D) Single family dwellings. A one-family detached dwelling other than a mobile home designed for or occupied by one family.

(E) Two or three family dwelling. An attached or semi-detached dwelling designed for or occupied by two or three families in separate dwelling units living independently or each other.

10.2.12 Dwelling Types.

(A) Attached. A dwelling in a group of two or three dwellings having a common party wall with one or more dwellings, or a dwelling having a common party wall with a nonresidential structure.

(B) Detached. A dwelling with no common party walls with another dwelling or structure.

(C) Semi-detached. A dwelling which appears visually contiguous with one or more dwellings but which technically has no common party walls with other dwellings.

10.2.13 Dwelling Unit. A building, or portion thereof providing complete and permanent living facilities for one family.

10.2.14 Family. One or more persons living together as a single housekeeping unit in a dwelling unit.

10.2.15 Freestanding Sign. A detached sign which shall include any sign supported by uprights or braces placed upon or in or supported by the ground and not attached to any building.

10.2.16 Gross Floor Area. The sum of the total horizontal areas of several floors of a building.

10.2.17 Home Occupation. Any use of principal or accessory buildings clearly incidental and secondary to their uses for residential purposes and which does not change the character thereof, within a residential area subject to the conditions of this Ordinance.

10.2.18 Lot. A small developed or undeveloped tract or parcel of land suitable for building purposes and legally transferable as a single unit of land.

10.2.19 Lot of Record. A legally recorded lot (see Section 10.2.18).

10.2.20 Nonconforming Use. A use of land, building or structure lawfully existing at the time this ordinance or subsequent amendment hereto became effective, which does not conform to the use requirements of the district in which it is located.

10.2.21 Nuisance. Any activity which is judged by the Town Council or the appropriate agency thereto to emit noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation, or other injurious or obnoxious conditions beyond the premises of such activity, or which poses a documented threat to water or wetlands within the town limits of Bluffton.

10.2.22 Parking Space. A space provided within any public or private open area used for the express purpose of parking automobiles or other vehicles, of not less than nine feet (9') by eighteen feet (18').

10.2.23 Residential Use. Any use occurring within a building or portion of a building to provide living quarters for one or more families.

10.2.24 Right-of-Way. Land subject to use as a street, alley or cross walk, or for drainage or other public purposes.

10.2.25 Setback. A required yard between a street right-of-way or lot line and the principal building on a lot.

10.2.26 Shingle Sign. A display sign which is attached directly to any building wall and which extends more than twelve inches (1211) from the face of the wall.

10.2.27 Sign. Any device for visual communication that is used for the purpose of bringing the subject thereof to the attention of the public.

10.2.28 Structure. Anything constructed, erected, or established including, but not limited to the following: buildings, signs, sea walls, mobile homes, fences, screen enclosures, and patio walls.

10.2.29 Subdivision. All divisions of a tract or parcel of land into two (2) or more lots, building units or other division, for the purpose, whether immediate or future, of sale, legacy, transfer or resale, including the act of re-subdividing previously subdivided property.

10.2.30 Wall sign. Any sign erected against the wall of any building, or displayed on windows or doors, or displayed with the exposed face thereof in a plane parallel to the face of said wall, window or door and which sign is mounted at a distance measured perpendicular to said wall not greater than twelve inches (12").

10.2.31 Variance. See Section 6.2.4.

10.2.32 Visual Screen. A visually solid device which effectively blocks the view of the object or objects required to be screened.

10.2.33 Yard. The space between a principal building on a lot and each lot line or street right-of-way bordering the lot.

PRELIMINARY DEVELOPMENT SCHEDULE
DEVELOPMENT AGREEMENT - EXHIBIT "D"

	COMMERCIAL, RETAIL, MULTI-FAMILY	TOWNHOMES
YEAR 1 NOVEMBER 2000 TO NOVEMBER 2001	85,000 SF	25
YEAR 2 NOVEMBER 2001 TO NOVEMBER 2002	65,000 SF	13
YEAR 3 NOVEMBER 2002 TO NOVEMBER 2003	62,750 SF	
YEAR 4 NOVEMBER 2003 TO NOVEMBER 2004	REMAINDER	

The referenced square footage, and townhome sales for any one year may increase, or decrease depending on market conditions and demand.

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STATE OF SOUTH CAROLINA)
) MEMORANDUM OF AGREEMENT
COUNTY OF BEAUFORT)

THIS MEMORANDUM OF AGREEMENT ("Agreement") made and entered into this 12th day of June, 2000 by and between Beaufort County, South Carolina (the "County"), the Town of Bluffton, South Carolina (the "Town") and Rowkris Development I, LLC. ("Developer").

WITNESSETH:

WHEREAS, the County of Beaufort with the cooperation of the Town of Bluffton, South Carolina did amend a previously enacted redevelopment district (Ordinance 99/38) to include properties within the municipal boundaries of the Town (hereinafter referred to as the "Amended TIF"); and

WHEREAS, a portion of the property within the Town that was included within the Amended TIF is to be the location of a new United States Post Office Facility ("USPOF"); and

WHEREAS, the USPOF is to be located on property ("Property") owned by Developer, and in reliance on the location of the USPOF on the Property, the Town did among other things re-zone the Property to PUD; and

WHEREAS, the US Postal Service ("USPS") has advised the Town that it is reconsidering locating the USPOF on the Property; and

WHEREAS, the Town and Beaufort County strongly supports locating the USPOF on the Property for the convenience, use and benefit to its citizens; and

WHEREAS, in order to induce the USPS to locate the USPOF on the Property, Rowkris has agreed to donate the Property to the USPS at no charge (if necessary), provided the Town and County commit to the funding and timing of certain infrastructure improvements currently included in the re-development plan entitled "Amendment to the Tax Increment Financing Plan for the Redevelopment of the Bluffton Surface Transportation System for the East-West Highway Corridor District, dated the 24 day of April 2000".

NOW, THEREFORE, FOR TEN AND NO/100 DOLLARS ($10.00) it is agreed as follows:

1. Rowkris agrees that in the event the USPS maintains its position not to locate a full commercial, retail USPOF on the Property, it will (if necessary) offer the Property to

the USPS free as an inducement to locate the USPOF at that location.

2. In consideration of the commitment of Rowkris set forth in Paragraph 1 above, the County and the Town hereby commit to support the Rowkris Development, known as Bluffton Village, with funds from the Oaks Amended Tax Increment Finance District, subject to these conditions from the Intergovernmental Agreement between the Town and Beaufort County dated 22 day of May 2000:
   - That the TIF District produces revenue growth to provide ample financing to cover said projects.
   - That all final project funding and priority decisions will be based upon "all reasonable efforts" to fund and develop projects established jointly by the Town and County.
   - That projects funded will be subject to "availability of revenues."
   - Exhibits A and B are included as best estimates of location and costs for needed projects.

   It is also agreed and understood by the parties that the costs for certain infrastructure improvements will be paid for by Rowkris and reimbursed by the TIF Program. These reimbursements will be specifically agreed to in writing by the County and Town Management Committee before incurring said costs.

3. This Memorandum of Agreement is not intended to obligate the Town or the County except as otherwise provided herein to any costs or improvements. All parties hereto recognize and agree that the understandings and agreements set forth herein are contingent upon the successful funding of the TIF, completing all necessary revenue distribution agreements with all affected taxing districts, and upon the Town and the County entering into an Intergovernmental Service Agreement regarding the Amended TIF that is satisfactory to both parties, or reaching a mutual agreement to proceed with the Amended TIF without an Intergovernmental Service Agreement in place. The purpose of this Agreement is to more full clarify the priority of the proposed infrastructure improvements, the Property to which certain infrastructure improvements pertain, and the estimated cost of said improvements.

4. This Memorandum of Agreement does not in any manner affect that certain Development Plan entitled "Amendment to the Tax Increment Financing Plan for the Redevelopment of the Bluffton Surface Transportation System for the East-West Highway Corridor District, dated the 24 day of April, 2000".

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

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WITNESSES:

Cheryl H. Harris

Eileen Williams

COUNTY COUNCIL OF BEAUFORT COUNTY

Frank Brafman
Chairman

ATTEST:

Clerk to Council

WITNESSES:

Albertha B. Mitchell

TOWN OF BLUFFTON

H. Emmett McCracken, Jr.
Mayor

ATTEST:

Sandra Lunsford
Town Clerk

WITNESSES:

Karen B. Murphy

ROWKRIS DEVELOPMENT I, LLC.

BY:

ITS: Managing partner

ATTEST:

EXHIBIT "A"

COUNTY IMPROVEMENTS
WITH SCHOOL BOARD
PARTICIPATION

BLUFFTON VILLAGE TIF	
AREA VII	$ 78,750.00
AREA VIII	$ 92,900.00
DRAINAGE	$ 539,535.00
UTILITIES	$ 430,215.00
	$ 1,141,400.00
OAKS TIF	
SC 46 IMPROVEMENTS-BV	$ 231,500.00
SC 46 IMPROVEMENTS-SEVEN PINES	$ 56,000.00
	$ 287,500.00
IMPACT FEES-LIBRARY	
AREA I-ROAD & PARKING	$ 270,870.00
ENGINEERING	$ 40,100.00
	$ 310,970.00
COUNTY-IMPACT/TIF	
STORM DRAINAGE-COVER DITCH	$ 175,000.00
	$ 175,000.00

EXHIBIT "B"

COUNTY IMPROVEMENTS
WITHOUT SCHOOL BOARD
PARTICIPATION

BLUFFTON VILLAGE TIF	
AREA VII	$ 92,900.00
DRAINAGE	$ 539,535.00
UTILITIES	$ 430,215.00
	$1,062,650.00
OAKS TIF	
SC 46 IMPROVEMENTS-BV	$ 231,500.00
SC 46 IMPROVEMENTS-SEVEN PINES	$ 56,000.00
	$ 287,500.00
IMPACT FEES-LIBRARY	
AREA I-ROAD & PARKING	$ 270,870.00
ENGINEERING	$ 40,100.00
	$ 310,970.00

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STATE OF SOUTH CAROLINA)
) INTERGOVERNMENTAL AGREEMENT
COUNTY OF BEAUFORT)

THIS AGREEMENT BY AND BETWEEN the County of Beaufort, South Carolina, hereinafter "County" and the Town of Bluffton, South Carolina, hereinafter "Town", is entered into this 22nd day of May, 2000.

WHEREAS, pursuant to Section 31-7-10 et seq. of the *South Carolina Code of Laws*, as amended, the County, on December 9, 1999, adopted an Ordinance for the purpose of establishing and approving a redevelopment plan which created a redevelopment project area near the Town which area has been designated as the "Oaks TIF District"; and,

WHEREAS, on April 24, 2000, the County adopted an Ordinance amending the Oaks TIF District Ordinance to incorporate additional parcels of land in the Town and to address the needs of the County, and, ultimately, the needs of the Town by providing adequate library services, making improvements to the water and sewer service, making improvements to the highway system, and developing public parks within the Oaks TIF District; and,

WHEREAS, the County and Town have been negotiating the Town's specific involvement in the Amended Oaks TIF District; and,

WHEREAS, at a Town Council meeting held on April 24, 2000, the Town's originally opted not to participate in the Amended Oaks TIF District but reserved the right to continue to negotiate with the County and upon the Town and County reaching mutually favorable terms, the Town could opt to participate in the Amended Oaks TIF District; and,

WHEREAS, the County and the Town have now reached an agreement relative to the Town's involvement and participation in the Amended Oaks TIF District which the County and Town believe to be mutually beneficial; and,

WHEREAS, the Town believes that its involvement and participation in the Amended Oaks TIF District will be in the best financial interest of the Town and its citizens.

NOW, THEREFORE, for valuable consideration, the County and Town CONTRACT AND AGREE as follows, to wit:

1. The Whereas clauses set forth above are adopted herein as if the same were rewritten.

2. The Town shall participate in the Amended Oaks TIF District with the County and the County will use all reasonable efforts to ensure that the projects identified herein shall be constructed in accordance with the priorities established by the Town.

3. The projects within and near the Town to be constructed at least in part with monies ultimately generated from the Amended Oaks TIF District are hereby listed in order of priority (these projects being collectively referred to as the "Town TIF Projects"), with the first project being of highest priority:

i) East-West Connector
ii) Bluffton Village Library and Post Office Infrastructure
iii) Shults Park Full Build Out
iv) Drayson Circle Water/Sewer
v) North-South Park Road
vi) Shults Road Access to Park
vii) Trails & Pathways
viii) Town Hall Improvements
ix) Other Roads
    (1) Park-Library
    (2) Other Shults Road Improvements
    (3) Sheridan Park Connector

4. Subject to the availability of revenues generated by the Amended Oaks TIF District, the Town TIF Projects shall be funded as follows:

PROJECTS	TIF MONEY USAGE	COMMENTS
Roadway Improvements		
East-West Connector	Primary	Shortfall from Impact Fees, If Any
ROW (Right-of-Way)	Primary	
Rotary	Primary	50% TIF; 50% Private Funds
Landscaping	Tertiary	
N-S Connector	Primary	50% TIF; 50% Private Funds
Sheridan Park	Tertiary	
Park-Library	Secondary	
Shults-Park	Primary	
Shults Road Improvements	Tertiary	
Entrance Roads (Bluffton Village)	Primary	
Library Road/Parking Lots	Primary	Shortfall From Impact Fees
Water/Sewer Improvements		
Lift Station (Bluffton Village)	Primary	
Drainage (Bluffton Village)	Primary	
Sewer Improvements (Drayson)	Primary	
Water & Sewer Service (Bluffton Village)	Primary	

Storm Water Treatment		
Storm Water (Bluffton Village)	Primary	
Re-engineer and Reconstruct County Drainage Ditch (Bluffton Village)	Primary	
Public Facilities		
Library	Primary	Difference Between 18,000 and 25,000 Square Feet
Shults Park	Primary	Difference Between Full Build Out and Impact Fees
Bluffton Town Hall	Secondary	
Trails & Pathways		
Library & Park	Secondary	
Professional Services	Primary	

The parties understand that for the purposes of this agreement: Primary designates the first allocation of monies; secondary designates the second allocation of monies, if any; and, tertiary designates the third allocation of monies, if any.

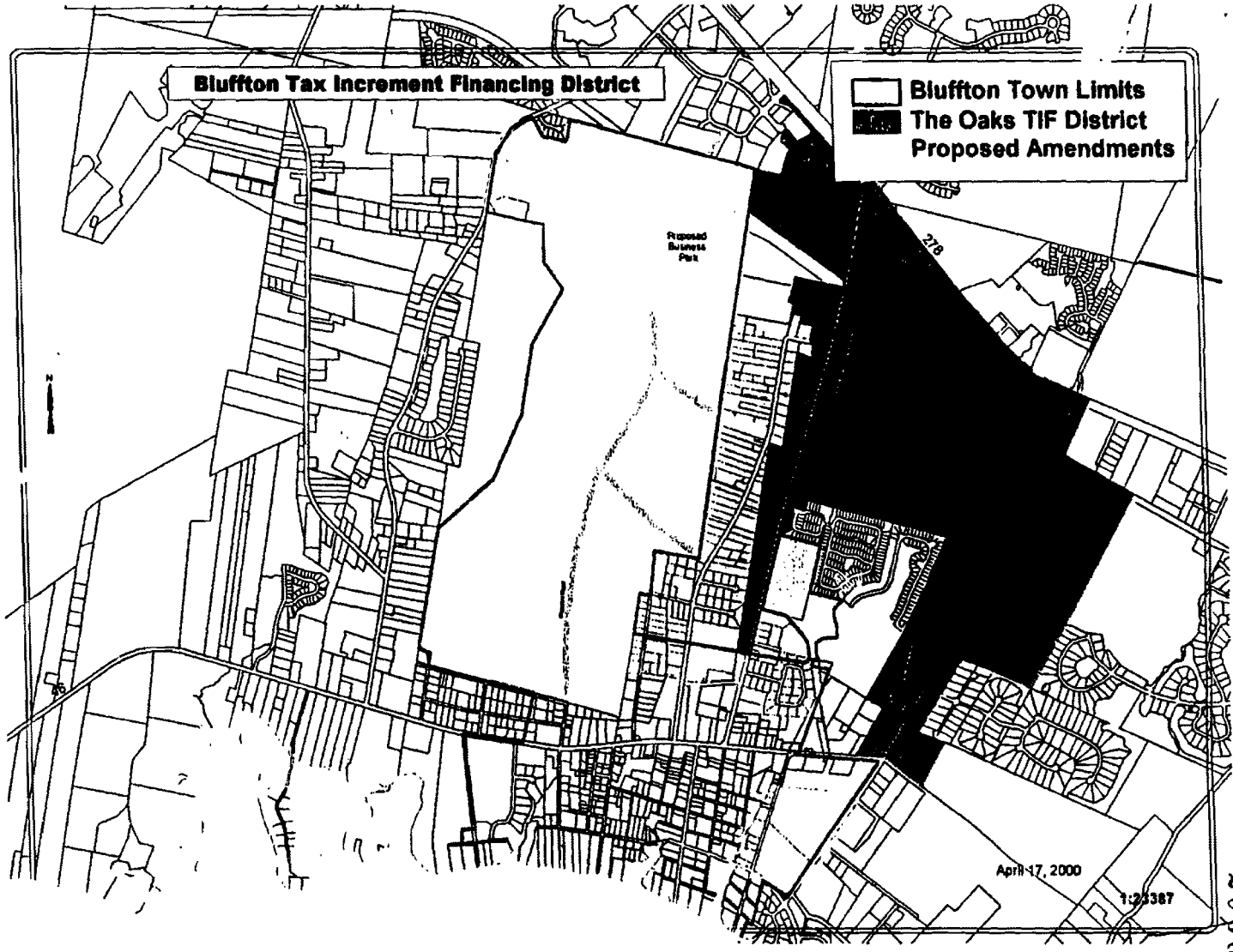
5. If in any tax year the revenue generated by the Amended Oaks TIF District exceeds the amount of debt service in that year, the excess shall be used to pre-pay outstanding debt.

6. The County and Town shall form a committee, which shall oversee the implementation and timing of the redevelopment plan, as well as, the financing of projects contemplated in the Amended Oaks TIF District and as contemplated herein.

7. Attached hereto and incorporated herein as Exhibit A is a map, which delineates the areas included in the Amended Oaks TIF District, and which are identified as the "Proposed Amendments" areas.

8. This Agreement shall be amended or modified only by written instrument duly executed by the parties hereto.

IT IS SO AGREED:


Bluffton Tax Increment Financing District
Bluffton Town Limits
The Oaks TIF District
Proposed Amendments
Proposed Business Park
278
April 17, 2000
1:23387

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WITNESSES:

Lisa Sherman

Alberta B. Mitchell

TOWN OF BLUFFTON

BY: _____

H. Emmett McCracken, Jr.
Mayor

ATTEST:

Sandra Lunsford
Town Clerk

WITNESSES:

Cheryl H. Harris

Eileen Williams

BEAUFORT COUNTY COUNCIL

BY: _____

Frank Brafman
Chairman

ATTEST:

Suzanne M. Rivers
Clerk to Council

WITNESSES:

Albertha B. Mitchell

TOWN OF BLUFFTON

BY: _____

H. Emmett McCracken, Jr.
Mayor

ATTEST:

Sandra Lunsford
Town Clerk

WITNESSES:

Cheryl H. Harris

Eileen Williams

BEAUFORT COUNTY COUNCIL

BY: _____

Frank Brafman
Chairman

ATTEST:

Suzanne M. Rainey
Clerk to Council

Kennedy 8612

FILED
JOHN A. SULLIVAN, JR
R.M.C.
BEAUFORT COUNTY, S.C.

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