

**Council Members**

District 1: John Thomas  
District 2: Ron L. Charlton  
District 3: Everett Carolina  
District 4: Lillie Jean Johnson  
District 5: Austin Beard, *Vice Chairman*  
District 6: Steve Goggans  
District 7: Johnny Morant, *Chairman*

**County Administrator**

Sel Hemingway

**County Attorney**

Wesley P. Bryant

**Clerk to Council**

Theresa E. Floyd

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**January 8, 2019**

**5:30 PM**

**County Council Chambers**

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**GEORGETOWN COUNTY COUNCIL**  
**County Council Chambers, 129 Screven Street,**  
**Suite 213, Georgetown, SC 29440**

**AGENDA**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
  - 2.a Election of Officers**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
  - 5.a Regular Council Session - December 11, 2018**
- 6. CONSENT AGENDA**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
- 9. RESOLUTIONS / PROCLAMATIONS**
- 10. THIRD READING OF ORDINANCES**
  - 10.a Ordinance No. 2018-40 - An amendment to the Marlin Quay  
Planned Development to allow for the redevelopment of the  
Marlin Quay Marina Store/Restaurant**
- 11. SECOND READING OF ORDINANCES**
- 12. FIRST READING OF ORDINANCES**
- 13. COUNCIL BRIEFING AND COMMITTEE REPORTS**
- 14. BIDS**
- 15. REPORTS TO COUNCIL**

**15.a Employee of the Quarter - 4th Quarter 2018 - DEFERRED Until  
1/22/19**

**15.b Recognition of Manager of the Year 2018 - DEFERRED Until  
1/22/19**

**15.c Recognition of Volunteer of the Year for 2018 - DEFERRED Until  
1/22/19**

**16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES**

**16.a Ordinance No. 2017-23 – To Amend the Pawleys Plantation  
Planned Development to change the land use designation for two  
parcels along Green Wing Teal Lane from Open Space to Single  
Family in order to allow an additional two single family lots to the  
PD.**

**17. LEGAL BRIEFING / EXECUTIVE SESSION**

**18. OPEN SESSION**

**19. ADJOURNMENT**

**Item Number:** 5.a  
**Meeting Date:** 1/8/2019  
**Item Type:** APPROVAL OF MINUTES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Regular Council Session - December 11, 2018

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

n/a

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Approval of minutes as submitted.
2. Offer amendments.

**STAFF RECOMMENDATIONS:**

Recommendation for approval of minutes as submitted.

**ATTACHMENTS:**

Description	Type
▣ DRAFT Minutes - 12/11/18	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, December 11, 2018, at 5:30 PM in County Council Chambers located in the old Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

Present:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

Staff:	Wesley P. Bryant	Sel Hemingway
	Theresa E. Floyd	

Other staff members, members of the public, and representatives of the media were also present. In accordance with the Freedom of Information Act, a copy of the agenda was sent to newspapers, television, and radio stations, citizens of the County, Department Heads, and posted on the bulletin board located in the lobby of the historic Courthouse.

Chairman Johnny Morant called the meeting to order. Councilmember Ron Charlton gave an invocation, and all joined in the pledge of allegiance.

#### **APPROVAL OF AGENDA:**

A recommendation was made to move two reports forward on the meeting agenda to follow public comments: recognition of 2018 Holiday Card Art Contest winners, and recognition of the Employee of the 3<sup>rd</sup> Quarter. Councilmember Ron Charlton moved for approval of the meeting agenda. Councilmember Everett Carolina seconded the motion. Chairman Johnny Morant called for discussion on the motion, and there was none.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

#### **PUBLIC COMMENTS:**

##### Adam Nugent

Mr. Nugent, an attorney representing the Gulf Stream Café, voiced concerns regarding the proposed amendment to the Marlin Quay Planned Development (Ordinance No. 2018-40) currently before County Council. He said there was reason to believe that proper procedure under the County's Zoning Ordinance had not been followed. He said the building being proposed was far different than the building that was there before. The County's Zoning Code requires that County Council consider whether adequate parking accommodations exist. He encouraged Council members to observe the situation firsthand to ensure that the proper procedures were followed, and that this building will be beneficial to the entire area.

##### Vince Van Brunt

Mr. Van Brunt stated that he is the CEO of CentraArch Restaurant Group, and representing the group in voicing opposition to the proposed Marlin Quay Planned Development amendment. The Gulf Stream Café, which has been in existence since 1979, shares a parking area with Marlin Quay, and a court order stipulates that the Marlin Quay development cannot interfere with the current parking situation. He stated that the County is aware of the easement, and he cannot understand why valid concerns are being ignored. He asked that Council members personally look at this property, and take appropriate action to deny the application.



Linda Barnaba

Ms. Barnaba spoke in opposition of Ordinance No. 2018-40, an amendment to the Marlin Quay Planned Development. She said the lack of sufficient parking needs to be addressed and asked County Council to address the 30 year old parking problem.

Chris Causey

Mr. Causey spoke in opposition of Ordinance No. 2018-40, an amendment to the Marlin Quay Planned Development, stating the existing parking problems will be exacerbated by the proposed building. He said people currently park on the side of Waccamaw Road, and walk along the narrow road, which is unsafe.

Jef Kirk

Mr. Kirk stated that he has been an operating partner at the Gulf Stream Café for 9 years. He voiced opposition to the proposed Marlin Quay Planned Development, as parking has presented a problem in the area for a number of years. He said the existing parking issues can be collaborated by the Sheriff's Department. The operating partners of the Gulf Stream Café do not want to put the Lawhon family out; they are simply trying to protect their own rights.

Dan Stacy

Mr. Stacy spoke on behalf of the property applicant associated with Ordinance No. 2018-40, an amendment to the Marlin Quay Planned Development. He said the application has previously been approved, on a minimum, of six various levels. Aside from a few condo owners, those objecting to the project were paid by the Gulf Stream Café, and all rode to this meeting on a bus. He noted his availability to address any technical questions Council members may have specific to this project.

Connie Lowery

Ms. Lowery stated that she is an owner of two condos at the Marlin Quay Marina, and voiced her opposition to the proposed Marlin Quay Development. She stated that notices regarding this project were never mailed to adjacent property owners as required. County regulations stipulate that adjacent properties within 400 ft. of the subject property receive notification, and as an owner of two adjacent properties, she was not notified. If this part of the code is not enforced by the County, she suggested that it be removed from the application process.

Clete Skipper

Mr. Skipper, a resident of Marlin Quay, spoke in opposition of Ordinance No. 2018-40, an amendment to the Marlin Quay Planned Development, voicing concerns over the current parking situation. He said there has already been a fatality on the road in front of Marlin Quay, and this will make the situation worse.

Chris Lawhon

Mr. Lawhon stated that he and his father are investors in the Marlin Quay Bar & Drill. He asked that County Council vote in favor of Ordinance No. 2018-40, to amend the Marlin Quay Planned Development. The proposed project will have the same number of seats as before, and the same square footage. He asked that Council not get distracted by the height of the building, and noted that the property has been developed in a manner that was authorized by the County.

Mark Lawhon

Mr. Lawhon said he is the owner of the Marlin Quay facility (Ordinance No. 2018-40). He stated that this is his third attempt to "make everybody happy" by changing the development plans for this property. He said those opposing the plan have "brought a fancy high priced attorney here

to threaten County Council”, but he neglected to tell County Council that the proposed building is compliant. He said Marlin Quay has been a part of the community since the 1960’s, and they only want what is best for the entire community.

Keith Gossett

Mr. Gossett stated that he is a Charter Captain out of the Marlin Quay Marina. Mr. Gossett said he has known the Lawhon family for about 5 years, and has known the family to have character and integrity. Throughout this process they have been truthful and honest, and only want what is best for the community.

Rob Boros

Mr. Boros, a manager with Gulf Stream Café, said parking is an issue and spoke in opposition of the proposed amendment to the Marlin Quay Planned Development. He said the existing parking situation is dangerous, and as a result guests of the Gulf Stream restaurant have pulled out in front of other vehicles. The proposed marlin Quay building will only create additional problems.

Janelle Castillo

Ms. Castillo spoke in opposition of Ordinance No. 2018-40, an amendment to the Marlin Quay Planned Development. She said that she has been an employee of the Gulf Stream Restaurant for fourteen years, and issues with parking prevent her from getting to work on time (because there is no place to park).

Ashley Deval

Ms. Deval spoke in opposition of the proposed Marlin Quay Planned Development. She stated that although she has been an employee of the Gulf Stream Café for 9 years, she was not paid to be here tonight, but rather she chose to come to this meeting on her day off because the parking situation is such an issue. Restaurant guests are constantly complaining, and employees who are just trying to do their job are issued parking tickets.

Micah Sawyer

Mr. Sawyer said he has been an employee of the Gulf Stream Café for six years and could attest that parking is a huge issue. He said pulling into the parking lot is scary because of the tight space limitations. There have been several accidents in the parking lot, some even involving restaurant employees, including him.

Chris Sanders

Mr. Sanders spoke in opposition of Ordinance No. 2018-40, an amendment to the Marlin Quay Planned Development. He stated that he would have no objections if Mr. Lawhon built the new structure in compliance with the original plan that was presented, but it has changed drastically.

**MINUTES:**

Regular Council Session – November 13, 2018

Councilmember Ron Charlton moved to approve the minutes of the November 13, 2018 meeting. Councilmember Steve Goggans seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

**CONSENT AGENDA:**

The following report was included on the Consent Agenda and previously approved during the meeting:

Task Order #6 to Contract #18-020S, Civil Engineering Services, IDIQ – County Council approved Task Order 6 (Contract 18-020S) with Stantec Consulting Services for Garden City Drainage Improvements, Phase 2, in the amount of \$201,600.

**PUBLIC HEARING:**

Ordinance No. 2018-37

County Council held a public hearing on Ordinance No. 2018-37, an amendment of the FY 2018/2019 Budget Ordinance. There were no comments regarding Ordinance No. 2018-37, and Chairman Johnny Morant ordered the public hearing closed.

Ordinance No. 2018-38

A public heard was held on Ordinance No. 2018-38, an Ordinance to declare as surplus a portion of land, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, Georgetown County Purchasing Ordinance, as amended. There were no comments pertaining to Ordinance No. 2018-38, and Chairman Morant closed the public hearing.

Ordinance No. 2018-39

County Council held a public hearing on Ordinance No. 2018-39, an Ordinance to authorize the Lease of Property Located at 108 N. Morgan Avenue in the Town of Andrews to Karen Hogan (Odyssey Kids Club). No individual came forward to speak for, or against, Ordinance No. 2018-39, and Chairman Morant called the public hearing closed.

**BOARDS AND COMMISSIONS:**

Alcohol & Drug Abuse Commission

Councilmember John Thomas moved to appoint Ms. Patricia Molloy Fancher to the Alcohol & Drug Abuse Commission (representing Council District 1). Councilmember Austin Beard seconded the motion. No discussion followed.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

Councilmember Ron Charlton nominated Mr. Mark Barber Jr. for appointment to the Alcohol & Drug Abuse Commission (representing Council District 2). Councilmember Lillie Jean Johnson seconded the motion. No discussion followed.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

Midway Fire-Rescue Board

Councilmember John Thomas made a motion to appoint Ms. Lissa Byrd to fill a vacancy on the Midway Fire-Rescue Board. Councilmember Ron Charlton seconded the motion. Upon a call for discussion on the motion from Chairman Morant, there was none.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

Planning Commission

Councilmember John Thomas moved for the appointment of Ms. Sandra Bundy (to represent Council District 1) on the Planning Commission. Councilmember Steve Goggans offered a second on the motion. Upon a call for discussion on the motion, there was none.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

**ORDINANCES-Third Reading**

Ordinance No. 2018-37

Councilmember Austin Beard moved for third reading approval of Ordinance No. 2018-37, an amendment of the FY 2018/2019 Budget Ordinance. Councilmember John Thomas seconded the motion. Chairman Johnny Morant called for discussion.

Councilmember Austin Beard moved to amend Ordinance No. 2018-37 in order to incorporate proposed amendments made subsequent to second reading. Councilmember John Thomas seconded the amended motion. There was no further discussion.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

The vote on the main motion was as follows:

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

Ordinance No. 2018-38

Councilmember Austin Beard moved for third reading approval of Ordinance No. 2018-38, an Ordinance to declare as surplus a portion of land, approximately 4.64-acre, located in the Andrews Industrial Park adjacent to Georgetown Highway (US HWY 521) Georgetown County, South Carolina, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, Georgetown County Purchasing Ordinance, as amended. Councilman Steve Goggans offered a second on the motion. Chairman Johnny Morant called for discussion.

County Attorney, Wes Bryant, noted that an inaccurate tax map number was referenced in some of the documents that were provided. This scrivener's error has been corrected, and he noted, for the record, the correct TMS #02-0416-035-06-00.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

**Ordinance No. 2018-39**

Councilmember Everett Carolina moved for third reading approval of Ordinance No. 2018-39, an Ordinance to Authorize the Lease of Property Located at 108 N. Morgan Avenue in the Town of Andrews to Karen Hogan (Odyssey Kids Club). Councilmember Austin Beard seconded the motion. Chairman Johnny Morant called for discussion on the motion, and there was none.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

**ORDINANCES-Second Reading:**

*Prior to discussion on Ordinance No. 2018-40, Councilmember Steve Goggans disclosed a conflict of interest, and requested to be recused prior to any discussion and/or voting on Ordinance No. 2018-40.*

**Ordinance No. 2018-40**

Councilmember John Thomas moved for second reading approval of Ordinance No. 2018-40, an amendment to the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant. Councilmember Austin Beard offered a second on the motion. Chairman Johnny Morant called for discussion on the motion, and no discussion occurred.

In Favor:	Austin Beard	Lillie Jean Johnson
	Johnny Morant	John Thomas
Opposed:	Everett Carolina	Ron Charlton
Absent:	Steve Goggans	

**ORDINANCES-First Reading:**

No reports.

**BIDS:**

No reports.

**REPORTS TO COUNCIL:**

**2018 Holiday Card Art Contest**

*(Presentation of this report was moved forward on the meeting agenda)*

Georgetown County Council recognized Georgetown County School District students who had submitted winning entries in Georgetown County's 2018 Holiday Art Contest. Students received

monetary awards for their achievements, courtesy of Anderson Brothers Bank. Additionally, the winning entry, submitted by Kaitlyn Munoz, was Georgetown County's annual holiday card.

County Council Vice Chairman Austin Beard recognized the following students, and made presentations on behalf of Anderson Brothers Bank:

*1<sup>st</sup> Place Award – **Kaitlyn Munoz** (sophomore at Georgetown High School)*

*2<sup>nd</sup> Place Award – **Olivia Welsh** (Senior at Waccamaw High School)*

*3<sup>rd</sup> Place Award – **Emily Rivers Roberts** (Waccamaw Intermediate School 6<sup>th</sup> grader)*

Recognition of Employee of the Quarter – 3<sup>rd</sup> Quarter

*(Presentation of this report was moved forward on the meeting agenda)*

Georgetown County Council recognized, Heather Pelham, named Georgetown County's Employee of the Quarter for the third quarter of 2018. Ms. Pelham is a public services librarian with the Georgetown County Library System who has been employed with the county for nearly eight years.

Among her job duties are: oral history video production, digital arts instruction for teens and adults, the library's social media and website management, public relations activities for the library, and special projects related to digital video production. She also served as Hurricane Project Manager in 2009, a temporary position funded by an ICMA grant.

In the third quarter, Heather added several new duties to her job description when she agreed to assist on the Public Information Officer's desk at the County Emergency Operations Center during its activation for Hurricane Florence and related flooding. The EOC was activated for 29 consecutive days, and Heather was there for many of those, working 12 hour shifts. Among her other accomplishments during the third quarter of this year, Heather completed a significant grant-funded prison library project in September. This project re-established a library for the general population at the county's Detention Center and provided a portable laptop training lab for detention center staff, along with a professional book collection. It also furnished technology, books and DVDs to a new vocational training center for a select group of inmates in the Sheriff's Office Re-entry program. She also wrote, videotaped and presented a nomination package on the Re-entry program, which earned an Honorable Mention for the J. Mitchell Graham Award from the SC Association of Counties in August. Library Director Dwight McInvaill said Heather's work and dedication to her job are always impressive.

Accommodations Tax Advisory Committee Award Recommendations

Fall 2018 Accommodations Tax funding recommendations were presented on behalf of the Accommodations Tax Advisory Committee by the County Administrator. Mr. Hemingway stated that the Accommodations Tax Committee recommended funding the amount requested by each applicant, with the award of \$8,500 in surplus funds to the Tourism Management Commission (acting as the County's designated agency for the promotion of tourism).

Councilmember Austin Beard moved for approval of the Accommodations Tax Committee's funding recommendations in the amount of \$911,130, as outlined in the report provided to Council. Councilmember Steve Goggans seconded the motion. Chairman Johnny Morant called for discussion.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

Special Presentation to Chairman Johnny Morant

The County Administrator, Sel Hemingway, noted that there was one last matter of business this evening, as this was a landmark meeting, the last of Chairman Johnny Morant's term, all members of County Council had signed a proclamation honoring Johnny Morant for 25 years of outstanding leadership to fellow council members, and service to the citizens of Georgetown County. Mr. Hemingway read the proclamation aloud prior to presenting Chairman Morant with a framed copy. The Chairman expressed his gratitude to County Council, and thanked staff for the assistance that had been provided to him throughout the years. He said nothing could have been accomplished without everyone working together.

**DEFERRED:**

Ordinance No. 2017-23

Pending further review by the County Attorney, County Council deferred action on Ordinance No. 2017-23, a proposed amendment to the Pawleys Plantation Planned Development pursuant to legal questions pertaining to the application as submitted by the Pawleys Plantation Property Owners Association.

**EXECUTIVE SESSION:**

Councilmember John Thomas made a motion to move into Executive Session to discuss a legal matter. Councilmember Steve Goggans seconded the motion. Chairman Morant called for discussion, and there was none.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

County Council moved into Executive Session at 7:07 PM.

**OPEN SESSION:**

As Open Session resumed at 7:47 PM, Chairman Johnny Morant noted that County Council discussed a legal issue during Executive Session. No votes were taken, nor were any decisions made while in Executive Session. He called for any further action to come before County Council.

Councilmember John Thomas moved to authorize the County Administrator to execute a stop loss insurance policy in conjunction with the County's self-insured health insurance plan. Councilmember Austin Beard seconded the motion. No discussion occurred on the motion.

In Favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas
	Steve Goggans	

Being no further business to come before County Council, Chairman Johnny Morant moved to adjourn his last meeting as Chairman, his parting words to Council members, "take care of each other".

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Date

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Clerk to Council



**Item Number:** 10.a  
**Meeting Date:** 1/8/2019  
**Item Type:** THIRD READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2018-40 - An amendment to the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant

A request from Dan Stacy, as agent for Dr. Mark Lawhon of Palmetto Industrial Development, LLC to amend the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant. The property is located at 1508 S. Waccamaw Drive in Murrells Inlet. TMS 41-0129-002-00-00. Case Number AMPD 9-18-21424.

Dan Stacy applied to amend the Marlin Quay PD as a major change to allow for redevelopment of the marina store and restaurant. The submittal included a new site plan as well as a request regarding the roof pitch for the proposed building.

**CURRENT STATUS:**

On February 27, 2018, County Council approved an ordinance amending the Marlin Quay Planned Development to allow for a redevelopment of the marina store/restaurant (Ordinance 2018-03). The ordinance allowed for 4,598 heated square feet for the new structure, 62 parking spaces for the site, a 45 foot height limit and a seating capacity of 110. Prior to Council action, the Zoning Board of Appeals also ruled twice on this issue after an appeal of Staff's decision to treat the issuance of a permit for the new structure as a minor change by the Gulfstream Café Inc. The ZBA ruled in favor of staff. The ZBA decision was appealed to Circuit Court and the County won the appeal.

The project has been in litigation since the Council approval. A court has ordered that the site plan approved in February 2018 by Council cannot be built. The applicant is required to build within the footprint of the building that was previously located on the site. The purpose of this new request is for a new structure (MQ3) to bring the site into compliance with the court order. The litigation primarily involves a parking easement located on Dr. Lawhon's property that is owned by the Gulfstream Café.

**POINTS TO CONSIDER:**

1. The Marlin Quay PD is located on the west side of South Waccamaw Drive, south of Basin Drive in Garden City. The PD was approved in July of 1982 for condominiums, a restaurant and a marina. No setbacks were provided. The PD was amended numerous times to include additional uses and amendments to the original layout.
2. Prior to November of 2016 the Marlin Quay Marina Restaurant and Store were located on the property line between TMS 41-0129-002-00-00 which they own and TMS 41-0128-032-00-00 owned by the Marlin Quay Homeowners Association. The property owner had a long term lease for the section of their building on the condo association property. The owner inquired about demolishing the existing building in order to reconstruct a new building wholly on the owner's property. After significant negotiations with the condo HOA, their board agreed to allow the demolition. A demolition permit was issued on November 1, 2016. According to an email from the property owner's representative, the building contained a total of 4,603 square feet at that time. The current submittal (MQ3) is the third

version or a plan to reconstruct this building.

3. The current request is for a building containing a restaurant and a marina store. The amount of heated square footage has not changed. The area for the restaurant has decreased slightly, the area for the marina has increased and the unheated storage area has decreased. The proposed heated square footage is less than the original 4,603 SF for the original building that was demolished. A comparison of the square footage amounts between this proposal (MQ3) and the previous proposal that was approved by Council in February 2018 (MQ2) are shown below:

	<b>MQ2</b>	<b>MQ3</b>	<b>Change</b>
• <b>Total Restaurant HEATED</b>	<b>2641</b>	<b>2630</b>	<b>↓11 SF</b>
• <b>Total Restaurant UNHEATED</b>	<b>2994</b>	<b>2943</b>	<b>↓51 SF</b>
• <b>Total Marina/Retail HEATED</b>	<b>1955</b>	<b>1966</b>	<b>↑11 SF</b>
• <b>Total Marina/Retail UNHEATED</b>	<b>1004</b>	<b>1224</b>	<b>↑220 SF</b>
• <b>Total Storage UNHEATED</b>	<b>1794</b>	<b>1159</b>	<b>↓635 SF</b>
<b>Total HEATED</b>	<b>4,596</b>	<b>4,596</b>	<b>No change</b>
<b>Total UNHEATED</b>	<b>5,792</b>	<b>5,326</b>	<b>↓466 SF</b>
<b>Total HEATED &amp; UNHEATED</b>	<b>10,388</b>	<b>9,922</b>	<b>↓466 SF</b>

4. The parking layout for the site will not be changed. Like the previous plan for MQ2, the current plan shows three additional compact spaces to be located underneath the proposed building. The site contains a total of 62 spaces. This exceeds the Zoning Ordinance requirement of 51 spaces for the proposed building. The parking lot is also used by the Gulf Stream Café and the marina. These two uses are not included in the parking requirement of 51 spaces.

5. The amount of pervious/impervious space on the site will not be affected. The County's Stormwater Department did not require a review of the redevelopment based on the lack of increased impervious space.

6. Part of the Council approval from February 2018 included a condition that the building for MQ2 not exceed the seating capacity of the original building which according to the applicant was 110 seats. Plans from the applicant indicate that MQ3 will also not exceed 110 seats.

7. The PD was originally approved with a 60 foot height limit for condominiums and a 35 foot height limit for commercial uses. The property is located in a VE-16 flood zone. The previous building did not meet current flood requirements. Any new structure must be elevated to meet the County's flood ordinance requirements.

Since the applicant's last submittal for MQ2, the County's requirements for maximum height in a Planned Development have changed. Previously, the ordinance limited the height in a flood zone to 45 feet. This was in conflict with the current Article VIII Exceptions which allows for differing heights in a flood zone based on the BFE (base flood elevation). The PD ordinance has since been changed to state that "the height limits established elsewhere in the ordinance shall not be exceeded" (Section 619.4 Ordinance 2017-24)

Section 806 requires that structures in the Flood Zone V are allowed a maximum height of 35 feet as measured from the BFE to the midpoint of the roof, plus an additional three feet to allow for the FEMA-required floor system. For this particular site, the total allowed height is 38 feet from the BFE or a total height of 47 feet based on the ground elevation of 7 feet. The proposed plan meets this requirement.

Section 806 also includes a statement that structures in a V zone that exceed 35 feet utilize a roof pitch not less than 4/12. The proposed building contains a flat roof in order to maximize the useable space between the BFE and the roof. The applicant has requested that this Planned Development not include the provision requiring a roof pitch of 4/12 or greater.

8. Staff recommended approval for this request for redevelopment of the site and an amended roof pitch based on the proposed replacement of an existing use/structure with one that complies with current flood ordinance requirements and the resolution of the issue of having a building located over a property line.

9. Staff noted to the PC the possibility that the owner and opposition may have differing interpretations of the previous court order and that the County could not be placed in a position to interpret such order. Any interpretation would have to come from the court.

10. The Planning Commission held a public hearing on this issue at their October 18, 2018 meeting. The owner of the Gulfstream Café and his attorney both spoke in opposition to the request citing multiple concerns including an incomplete application, the 45 day deadline, multiple applications within a 12 month period and parking issues for the site. A resident of the adjacent Marlin Quay condos also spoke against the request expressing concerns over increased noise, traffic and the proposed firewall that would block views from the condos.

11. The Commission voted 6 to 0 to approve the request as submitted including the 47 foot height with a flat roof. This includes the previously approved seating limit of 110 seats. This provision will supersede any maximum seating limits established by the building and fire codes.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

1. Approve as recommended by PC
2. Deny request
3. Approve an amended request
4. Defer action
5. Remand to PC for further study

**STAFF RECOMMENDATIONS:**

Approve as recommended by PC

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
▣ Ordinance No 2018-40 - An amendment to the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant	Ordinance
▣ Marlin Quay attachments	Backup Material
▣ Adam Nugent Position Statement 12-11-18	Exhibit

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO. 2018-40

**AN ORDINANCE TO AMEND THE MARLIN QUAY PLANNED DEVELOPMENT (PD) TO ALLOW FOR REDEVELOPMENT OF THE MARLIN QUAY/MARINA STORE/RESTAURANT**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT THE MARLIN QUAY PLANNED DEVELOPMENT (PD) BE AMENDED TO ALLOW FOR REDEVELOPMENT OF THE MARLIN QUAY/MARINA STORE/RESTAURANT AS SHOWN ON THE ATTACHED SITE PLAN NUMBERED "AS101" DATED 10/12/18 WITH THE FOLLOWING ELABORATIONS:**

- Heated square feet for the new structure will not exceed 4,596 SF.
- 62 parking spaces will be provided including three compact spaces to be located underneath the new structure.
- The structure will not exceed a 47 foot height limit. The building may utilize a flat roof.
- The total seating capacity shall not exceed 110 persons.
- This ordinance supersedes and replaces Ordinance number 2018-03 regarding a previous amendment to Marlin Quay and the site plan it references.

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

\_\_\_\_\_(SEAL)  
Johnny Morant  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa Floyd  
Clerk to Council

This Ordinance, No. 2018-40, has been reviewed by me and is hereby approved as to form and legality.

---

Wesley P. Bryant  
Georgetown County Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

**OXNER & STACY, P.A.**

ATTORNEYS AND COUNSELORS AT LAW  
90 WALL STREET - UNIT B  
PAWLEYS ISLAND, SC 29585  
TELE: (843) 235-6747 • FAX: (843) 235-6650

ARRY A. OXNER  
DANIEL W. STACY, JR.

GEORGETOWN OFFICE:  
235 CHURCH STREET  
POST OFFICE BOX 481  
GEORGETOWN, SC 29442-0481  
TELE: (843) 527-8020  
FAX: (843) 485-4121

REPLY TO:  
PAWLEYS ISLAND OFFICE

August 27, 2018

**(Via Hand Delivery)**

Georgetown County  
Planning Commission  
Post Office Box 421270  
Georgetown, South Carolina 29442

RE: Application to Amend a Planned Development / Site Plan & Change of Building Configuration / Less than .5 Acres / Portion of TMS# 41-0128-032-61 and a Portion of 41-029-02-00 / Palmetto Industrial Development, LLC / O&S File Number 18-1598

To Whom It May Concern:

Enclosed please find our firm's check in the amount of \$262.50, representing the application fee for the above referenced matter. Also, please find the stamped envelopes to use to mail out the owner notification letters.

Please contact me at 843-235-6747, should you have any questions. With kind regards I am,

Very truly yours,



Rebecca S. Blakely  
Legal Assistant for Daniel W. Stacy, Jr.



**129 Screven St. Suite 222  
Post Office Drawer 421270  
Georgetown, S. C. 29440  
Phone: 843-545-3158  
Fax: 843-545-3299**

**APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)**

COMPLETED APPLICATIONS MUST BE SUBMITTED ALONG WITH THE  
REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING  
COMMISSION MEETING.

Please note this approval applies to this particular property only.

**Name of Planned Development: Marlin Quay**

**Regulation to which you are requesting an amendment** *(check applicable):*

- ☐ **Setback – Complete SECTION B: SETBACK AMENDMENT**
- ☐ **Signage – Complete SECTION C: SIGNAGE AMENDMENT**
- ☒ **Site Plan – Complete SECTION D: SITE PLAN AMENDMENT**
- ☒ **Other – Change of Building Configuration**

**All Applicants must complete SECTION A: APPLICANT INFORMATION**

**SECTION A: APPLICANT INFORMATION**

**Property Information:**

TMS Number: 41-0128-032-61-00 (a portion) and 41-0129-02-00-00 (a portion)  
(Include all affected parcels)

Street Address: 1508 South Waccamaw Drive

City / State / Zip Code: Garden City Beach, South Carolina 29576

fee - \$ 262.50



Lot / Block / Number: Tract 3, Marlin Quay

Existing Use: Marina Retail Store and Restaurant

Proposed Use: Marina Retail Store and Restaurant

Commercial Acreage: Less than .5 Acres

Residential Acreage: \_\_\_\_\_

**Property Owner of Record:**

Name: Palmetto Industrial Development, LLC

Address: 611 West Palmetto Street, Suite B

City/ State/ Zip Code: Florence, South Carolina 29501

Telephone/Fax: 843-235-6747 (Attorney for Owner)

E-Mail: marklawhon@gmail.com

Signature of Owner / Date: \_\_\_\_\_

**Contact Information:**

Name: Dr. Mark Lawhon

Address: 611 West Palmetto Street, Suite B, Florence South Carolina 29501

Phone / E-Mail: 843-235-6747 (Attorney for Owner) / marklawhon@gmail.com

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the Planning Commission of proposed new construction or improvements to the structures on my property.

**Agent of Owner:**

Name: Daniel W. Stacy, Jr., Esquire

Address: 90 Wall Street / Unit B

City / State / Zip Code: Pawleys Island, South Carolina 29585

Telephone/Fax: 843-235-6747 / 843-235-6650

E-Mail: dstacy@oxnerandstacy.com

Signature of Agent/ Date:

Daniel W. Stacey

X

Signature of Owner /Date:

[Signature]

**Fee Schedule: \$250.00 plus \$10.00 per Residential acre or \$25.00 per Commercial acre.**

**Adjacent Property Owners Information required:**

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes addressed with name of each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the envelope: **"Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."**
2. A list of all persons (and related Tax Map Numbers) to whom envelopes were addressed to must also accompany the application.

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

Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need any additional assistance, please call our office at 843-545-3158.

**Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.**

**A sign will to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.**

**All information contained in this application is public record and is available to the general public.**

## **SECTION B: SETBACK AMENDMENT**

**Please supply the following information regarding your request:**

- List any extraordinary and exceptional conditions pertaining to your particular piece of property. \_\_\_\_\_

- 
- Do these conditions exist on other properties elsewhere in the PD?
- 

- Amending this portion of the text will not cause undue hardship on adjacent property owners. \_\_\_\_\_

**Submittal requirements: 12 copies of 11 x 17 plans**

- A scaled site plan indicating the existing conditions and proposed additions.
- Elevations of the proposal (if applicable).
- Letter of approval from homeowners association (if applicable).

**SECTION C: SIGNAGE AMENDMENT**

**Reason for amendment request:** \_\_\_\_\_

---

Number of signs existing currently on site \_\_\_\_\_

Square footage of existing sign(s) \_\_\_\_\_

Number of Proposed signs: \_\_\_\_\_

Square footage of the proposed sign(s) \_\_\_\_\_

**Submittal requirements:**

- Proposed text for signage requirements.
- 12 copies (11 x 17) of proposed sign image.
- Site plan indicating placement of the proposed sign(s).
- Elevations.
- Letter from POA or HOA (if applicable)

## **SECTION D: SITE PLAN AMENDMENT**

**Proposed amendment request:** Per Separate litigation, a court has ordered that the site plan approved by Planning Commission and County Council cannot be built, and the applicant has to rebuild wholly within the footprint of the building that existed prior on this site. This change is to bring the site into compliance with said Court Order.

**Reason for amendment request:** Site plans attached to application, revised calculation to follow under separate cover.

### **Submittal requirements:**

- 12 copies of existing site plan.
- 12 copies of proposed site plan.
- Revised calculations (*calculations may include density, parking requirements, open space, pervious/impervious ratio, etc.*).

**OXNER & STACY, P.A.**

ATTORNEYS AND COUNSELORS AT LAW  
90 WALL STREET - UNIT B  
PAWLEYS ISLAND, SC 29585  
TELE: (843) 235-6747 • FAX: (843) 235-6650

HARRY A. OXNER  
DANIEL W. STACY, JR.

GEORGETOWN OFFICE:  
235 CHURCH STREET  
POST OFFICE BOX 481  
GEORGETOWN, SC 29442-0481  
TELE: (843) 527-8020  
FAX: (843) 485-4121

REPLY TO:  
PAWLEYS ISLAND OFFICE

October 12, 2018  
VIA EMAIL & U.S. MAIL

Holly H. Richardson, AICP  
Chief Planner  
Georgetown County Planning and  
Code Enforcement  
129 Screven Street, Room 222  
Georgetown, SC 29440

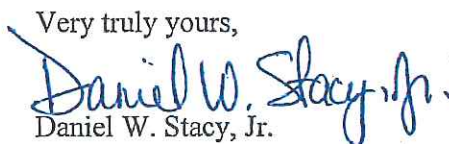
Re: Major change application for Marlin Quay PD  
O.S. File #17-1739

Dear Holly:

I just wanted to follow up with our earlier conversation to confirm our earlier discussions that a request for adjustments to the height of the building are a component part of our application. As we discussed, the final plans have not yet been completed when we made our application, but I wanted to make sure you confirm this for your records and for your discussion among the staff in the Planning Commission. Also, thank you for confirming the receipt of our application on September 4, 2018, as I submitted it on August 27, 2018 per our cover letter.

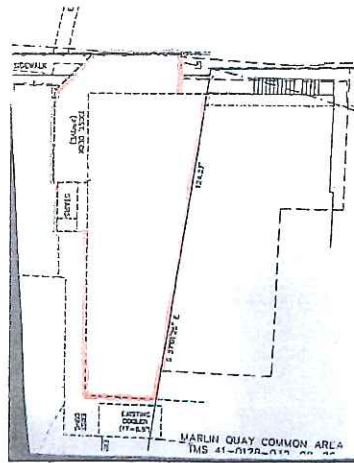
With kindest regards, I remain

Very truly yours,

  
Daniel W. Stacy, Jr.

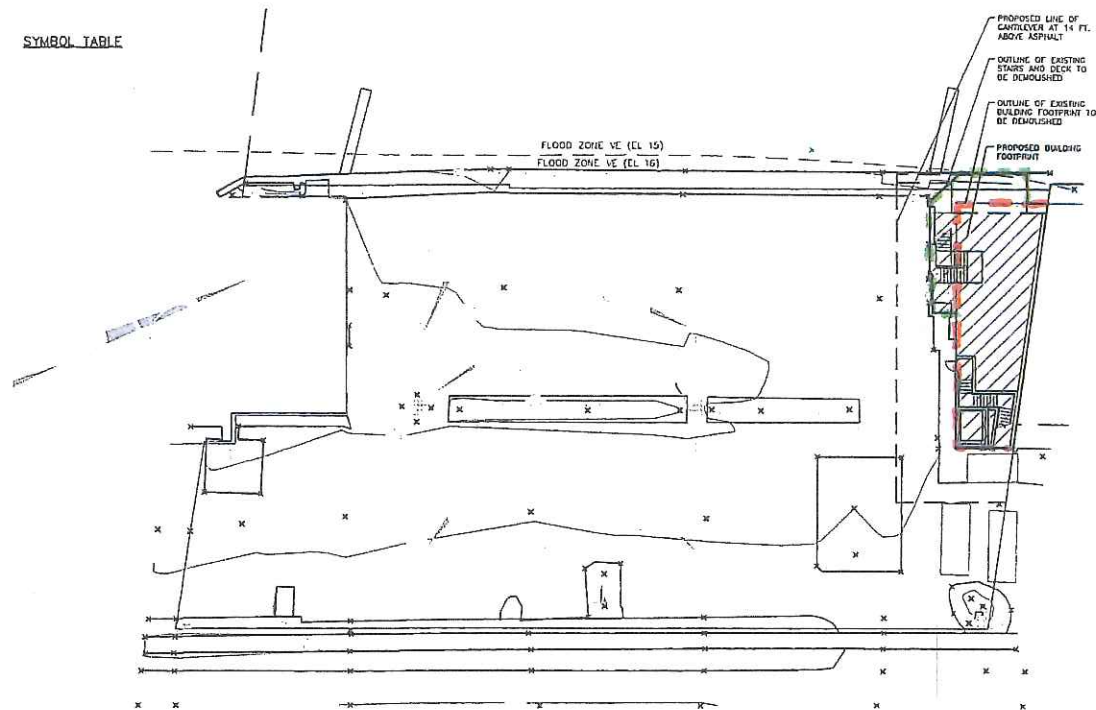
DWS/scp

cc: Mark Lawhon



G1 SITE INFORMATION PROVIDED BY OWNER

SYMBOL TABLE



G2 SITE PLAN

MARLIN QUAY  
RESTAURANT  
& STORE

DATE: 08/08/2018  
DRAWN BY: [Signature]

PROJECT: MARLIN QUAY RESTAURANT & STORE  
SHEET: 1 OF 1

SCALE: 1/8" = 1'-0"



ETS  
ENGINEERING & SURVEYING  
INCORPORATED

1110 BROADWAY, SUITE 100  
SAN FRANCISCO, CA 94103  
TEL: 415.398.1234  
WWW.ETS-INC.COM

PROJECT NO: 18-001  
SHEET NO: 1 OF 1

DATE: 08/08/2018  
DRAWN BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

NOT FOR CONSTRUCTION

DATE: 08/08/2018

PROJECT: MARLIN QUAY RESTAURANT & STORE

SHEET: 1 OF 1

SCALE: 1/8" = 1'-0"

DATE: 08/08/2018

DRAWN BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

PROJECT: MARLIN QUAY RESTAURANT & STORE

SHEET: 1 OF 1

SCALE: 1/8" = 1'-0"

DATE: 08/08/2018

DRAWN BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

PROJECT: MARLIN QUAY RESTAURANT & STORE

SHEET: 1 OF 1

SITE PLAN

A001



SIDEWALK

EXIST. DECK  
(AROVE)

STAIRS

EXIST.  
CONC.

EXISTING  
COOLER  
(FF=8.8')

EXIS

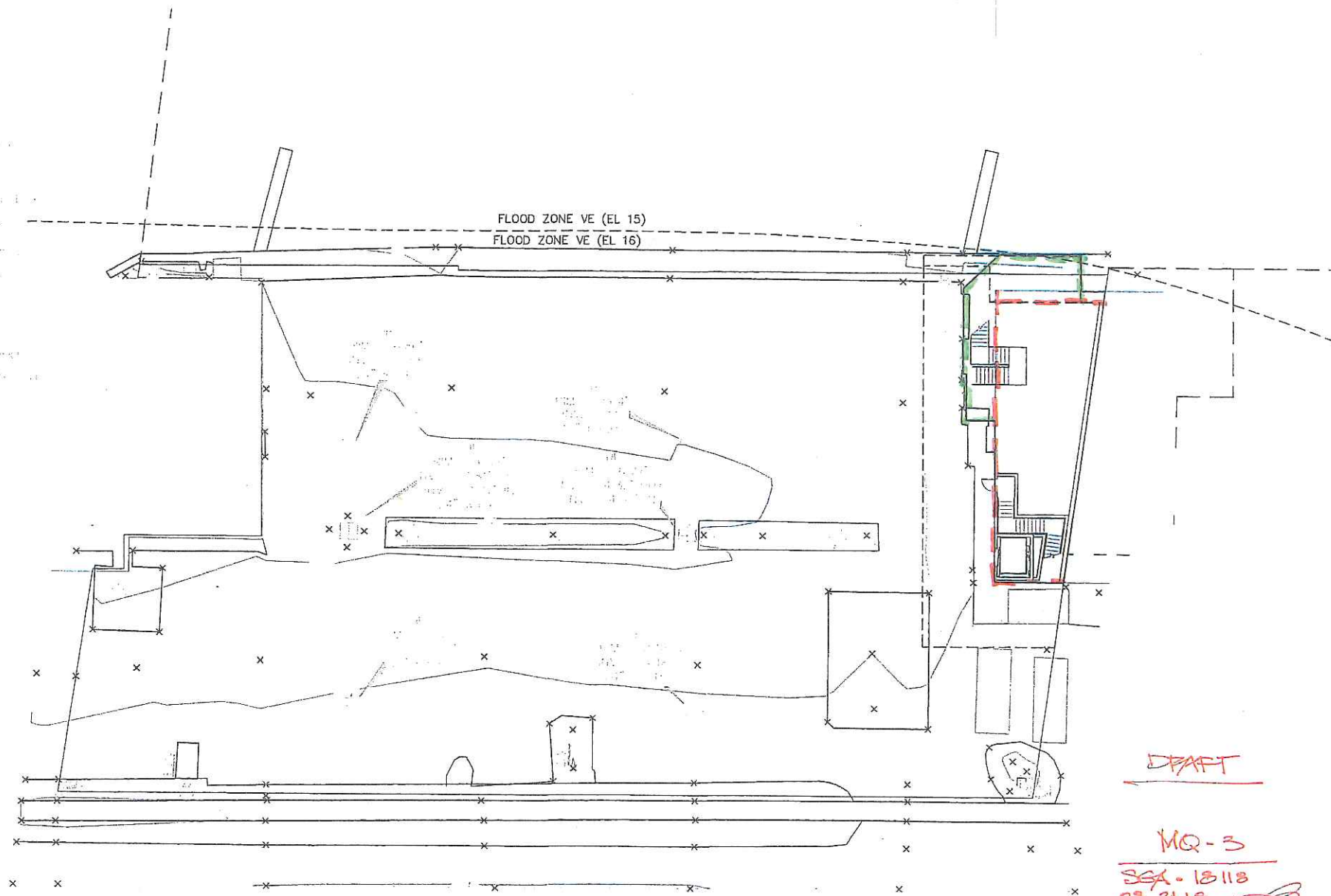
S 57°01'26" E

124.27'

MARLIN QUAY COMMON AREA  
TMS 41-0128-032 00 00

# SYMBOL TABLE

FLOOD ZONE VE (EL 15)  
FLOOD ZONE VE (EL 16)



DRAFT

MQ-3

SEA-18118  
03.21.18



Marlin Quay  
Property Location  
AMPD 9-18-21424

## Legend

### Streets

— <all other values>

### MaintainedBy

— County

— Private

— State

— Marlin Quay

— Lot Lines

— Railroads

◆ Landmarks

— 90' setback

Municipalities

0 55 110 220 330 440 Feet

**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



Marlin Quay  
Property Zoning  
AMPD 9-18-21424



streets

© 2000 Blackwell Science Ltd *Journal of Internal Medicine* 247: 391–398

Maintained by

Country

## Physis

**SECRET**

 Polaroid Corporation

LE 61.07.000

十一

**LA FINE DELLA PISTA**

### Zoning

DISTRICT

OTC-2008-00000000

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☐ YES

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 R.A.

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11

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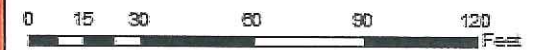
22

३.

 42

**QUESTION** *What's the best way to get a good night's sleep?*

NSP.org.uk



**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

Marlin Quay  
Property FLU  
AMPD 9-18-21424  
Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Marlin Quay

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE\_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF FI

TRANSITIONAL

90' setback

Municipalities

0 15 30 60 90 120 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.





Marlin Quay  
Property Aerial  
AMPD 9-18-21424

**Legend**

**Streets**

— <all other values>

**MaintainedBy**

County

Private

State

Marlin Quay

Lot Lines

Railroads

Landmarks

90' setback

sde.SDE.Imagery2017Hi

**RGB**

Red: Band\_1

Green: Band\_2

Blue: Band\_3

Municipalities

0 15 30 60 90 120 Feet

**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.







### **NOTICE OF PUBLIC HEARING**

The Planning Commission will consider a request from Dan Stacy, as agent for Dr. Mark Lawhon of Palmetto Industrial Development, LLC to amend the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store/Restaurant. The property is located at 1508 S. Waccamaw Drive in Murrells Inlet. TMS 41-0129-002-00-00. Case Number AMPD 9-18-21424.

The Planning Commission will be reviewing this request on **Thursday, October 18, 2018 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

***Georgetown County Planning Commission***

***PO Drawer 421270***

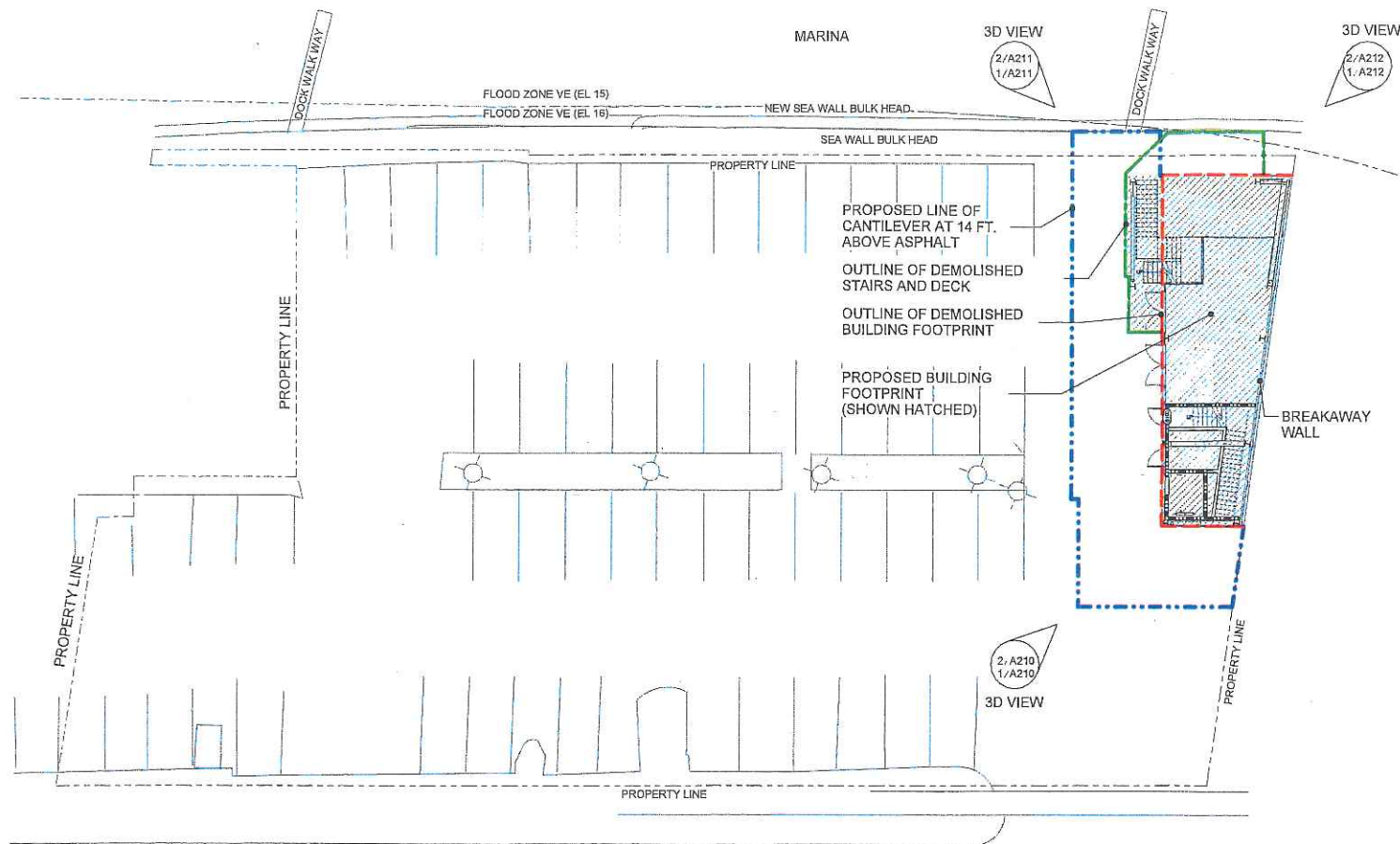
***Georgetown, South Carolina 29442***

***Telephone (843) 545-3158***

***Fax (843) 545-3299***

***E-mail: [tcoleman@gtcounty.org](mailto:tcoleman@gtcounty.org)***

# 1 SITE PLAN



MARL RESTA. & STORE

1001 S. Washington Dr.  
Annapolis, MD 21403

Owner: PALMISTO RECREATION  
DESIGN/ARCH  
1001 S. Washington Dr.  
Annapolis, MD 21403

Architect: SGA  
ARCHITECTURE  
1001 S. Washington Dr.  
Annapolis, MD 21403

City/County Engineer: ETS  
ENGINEERING & TECHNICAL SERVICES, INC.  
1001 S. Washington Dr.  
Annapolis, MD 21403

City/County Engineer: Charleston Engineering  
1001 S. Washington Dr.  
Annapolis, MD 21403

State Engineer: Public Works & Engineering, Inc.  
1001 S. Washington Dr.  
Annapolis, MD 21403

STATE OF MARYLAND  
ARCHITECTS, L.L.C.  
REGISTERED ARCHITECT

NOT FOR CONSTRUCTION

Scale: 1/8" = 1'-0"

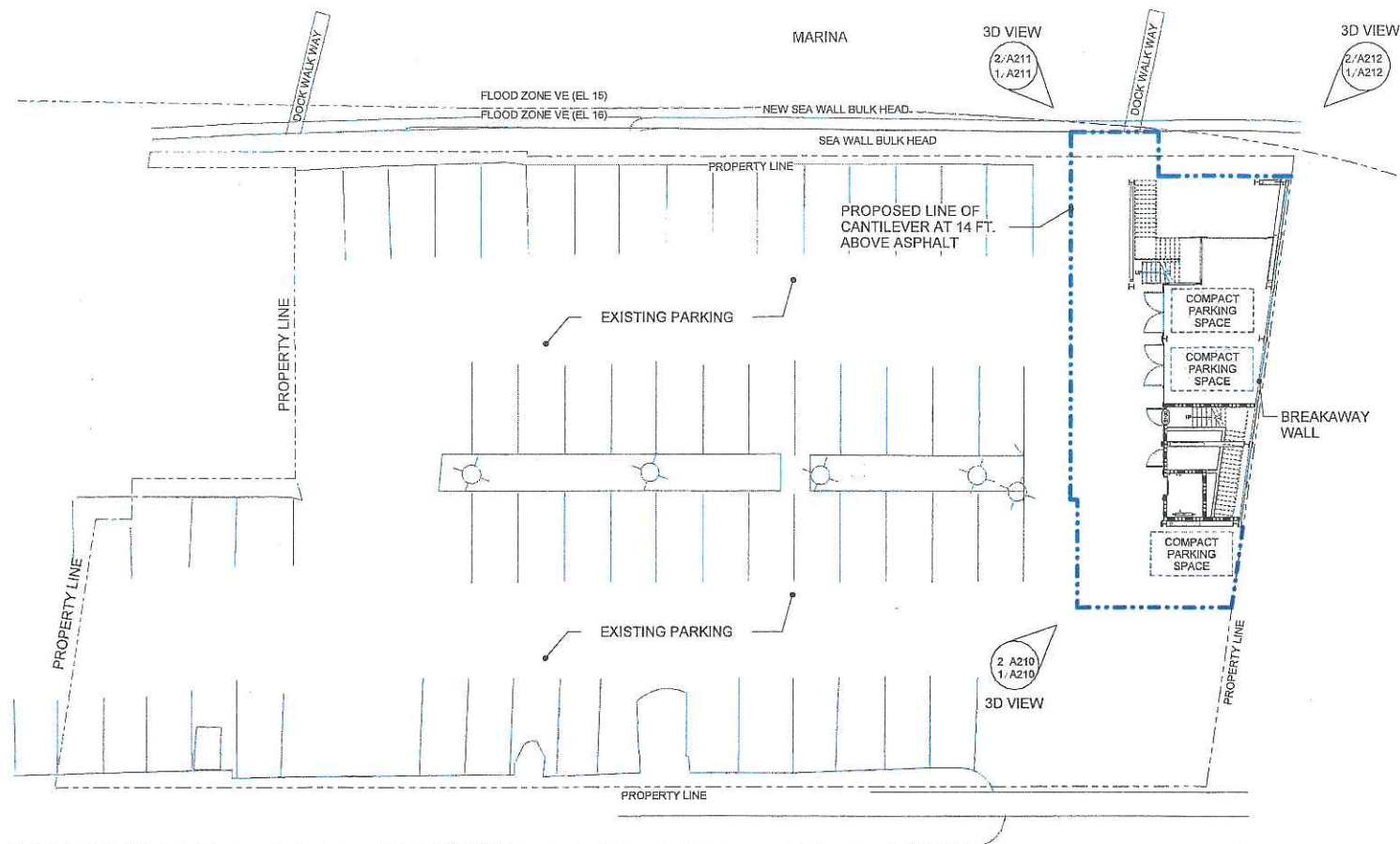
20 Sheets: 10/11/18  
Drawn: 10/11/18  
Checked: 10/11/18  
Date: 10/11/18

Site Plan

SITE PLAN

AS101

# 1 SITE PLAN - PARKING



MARL RESTAURANT & STORE

1000 S. Wacker Drive  
New Orleans, LA 70130  
Phone: (504) 581-1111  
Fax: (504) 581-1112  
Website: www.marlin.com

Architect of Record:



Charleston  
1000 S. Wacker Drive, Suite 100  
New Orleans, LA 70130  
Phone: (504) 581-1111  
Fax: (504) 581-1112  
Website: www.marlin.com

Civil/Structural Engineer:



Charleston  
1000 S. Wacker Drive, Suite 100  
New Orleans, LA 70130  
Phone: (504) 581-1111  
Fax: (504) 581-1112  
Website: www.marlin.com

MEP Engineer:



Charleston  
1000 S. Wacker Drive, Suite 100  
New Orleans, LA 70130  
Phone: (504) 581-1111  
Fax: (504) 581-1112  
Website: www.marlin.com

Structural:



Charleston  
1000 S. Wacker Drive, Suite 100  
New Orleans, LA 70130  
Phone: (504) 581-1111  
Fax: (504) 581-1112  
Website: www.marlin.com

State of Louisiana:



Professional Engineer  
SGA  
Charleston, LA 70130  
No. 12345  
Exp. 12/31/2015

Not For Construction



Professional Engineer  
SGA  
Charleston, LA 70130  
No. 12345  
Exp. 12/31/2015

Professional Engineer



Professional Engineer  
SGA  
Charleston, LA 70130  
No. 12345  
Exp. 12/31/2015

Professional Engineer



Professional Engineer  
SGA  
Charleston, LA 70130  
No. 12345  
Exp. 12/31/2015

Professional Engineer



Professional Engineer  
SGA  
Charleston, LA 70130  
No. 12345  
Exp. 12/31/2015

Professional Engineer



Professional Engineer  
SGA  
Charleston, LA 70130  
No. 12345  
Exp. 12/31/2015

Professional Engineer



Professional Engineer  
SGA  
Charleston, LA 70130  
No. 12345  
Exp. 12/31/2015

Professional Engineer



Professional Engineer  
SGA  
Charleston, LA 70130  
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Exp. 12/31/2015

Professional Engineer



Professional Engineer  
SGA  
Charleston, LA 70130  
No. 12345  
Exp. 12/31/2015

Professional Engineer



Professional Engineer  
SGA  
Charleston, LA 70130  
No. 12345  
Exp. 12/31/2015

Professional Engineer



Professional Engineer  
SGA  
Charleston, LA 70130  
No. 12345  
Exp. 12/31/2015

Professional Engineer



Professional Engineer  
SGA  
Charleston, LA 70130  
No. 12345  
Exp. 12/31/2015

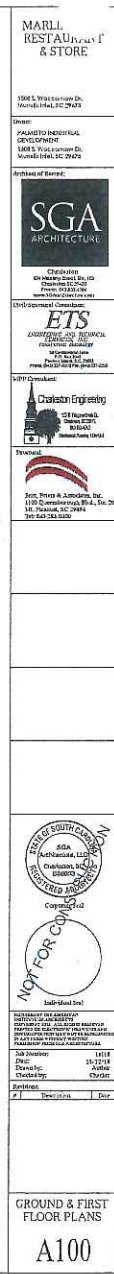
Professional Engineer



Professional Engineer  
SGA  
Charleston, LA 70130  
No. 12345  
Exp. 12/31/2015



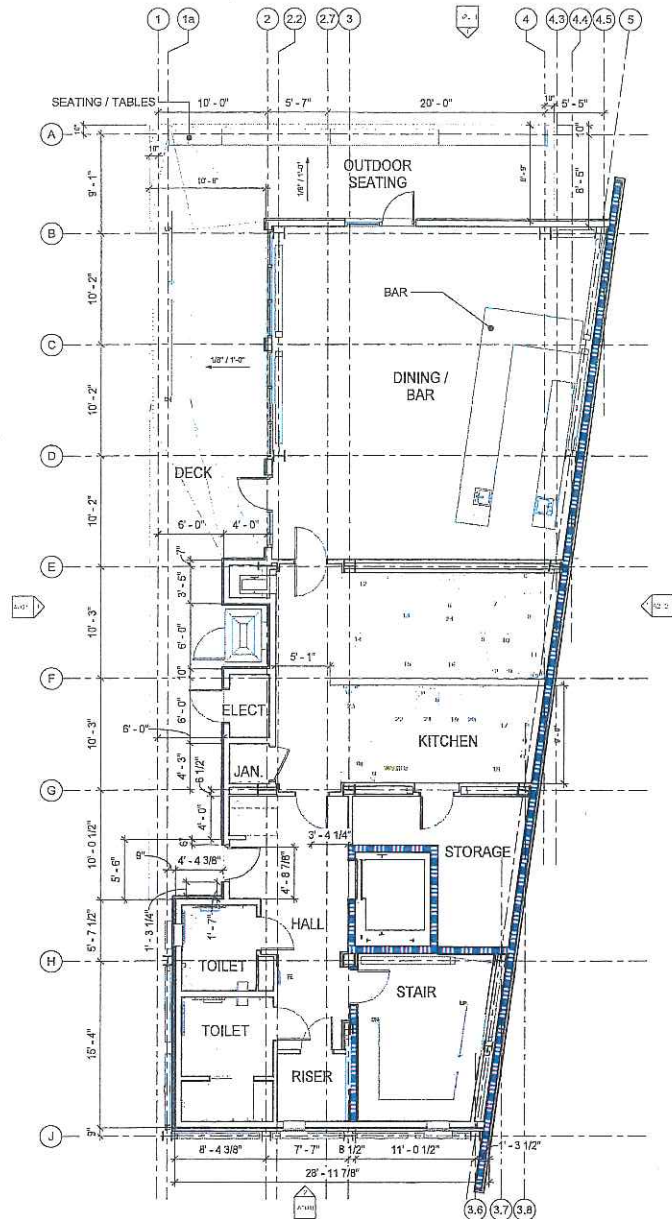
1 GROUND FLOOR



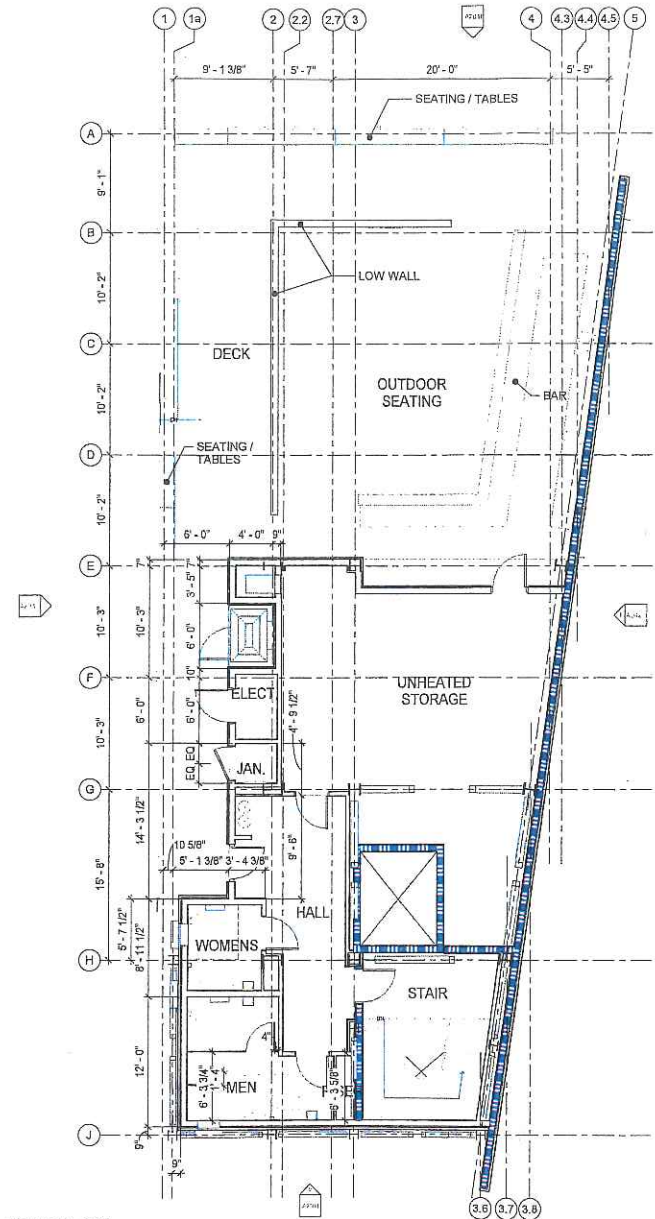


10/20/2016 10:21:05 AM  
 B:\103306618\_Quay78113\_MarkDown3\_Central\_Imaging\103306618.dwg

1 SECOND FLOOR  
 10' x 10'



2 THIRD FLOOR  
 10' x 10'



MARLIN RESTAURANT & STORE

1000 S. Woodhouse Dr.  
 Woodhouse, SC 29389

Project:  
 PAULSTON KOLBACH  
 DESIGNER  
 1000 S. Woodhouse Dr.  
 Woodhouse, SC 29389

Architect: SGA

**SGA**  
 ARCHITECTURE  
 Charleston  
 1000 S. Woodhouse Dr. 100  
 Suite 100, SC 29389  
 Phone: 803.742.4444  
 Fax: 803.742.4444  
 Email: info@sgaarch.com

Client: Paulston Kolbach

**ETS**  
 ENGINEERING & SURVEYING  
 1000 S. Woodhouse Dr. 100  
 Suite 100, SC 29389  
 Phone: 803.742.4444  
 Fax: 803.742.4444  
 Email: info@ets-engineering.com

Client: Paulston Kolbach

**Calvin Engineering**  
 1000 S. Woodhouse Dr. 100  
 Suite 100, SC 29389  
 Phone: 803.742.4444  
 Fax: 803.742.4444  
 Email: info@calvin-engineering.com

Client: Paulston Kolbach

**Paulston Kolbach**  
 1000 S. Woodhouse Dr. 100  
 Suite 100, SC 29389  
 Phone: 803.742.4444  
 Fax: 803.742.4444  
 Email: info@paulstonkolbach.com

Client: Paulston Kolbach

**Paulston Kolbach**  
 1000 S. Woodhouse Dr. 100  
 Suite 100, SC 29389  
 Phone: 803.742.4444  
 Fax: 803.742.4444  
 Email: info@paulstonkolbach.com

Client: Paulston Kolbach

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Client: Paulston Kolbach

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 Fax: 803.742.4444  
 Email: info@paulstonkolbach.com

Client: Paulston Kolbach

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 Fax: 803.742.4444  
 Email: info@paulstonkolbach.com

Client: Paulston Kolbach

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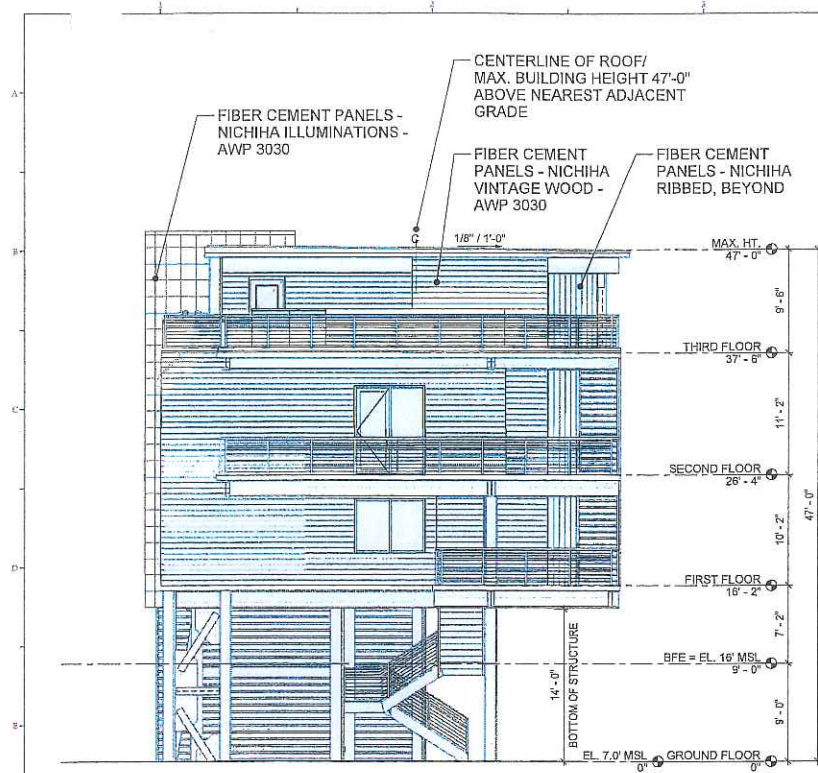
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 Phone: 803.742.4444  
 Fax: 803.742.4444  
 Email: info@paulstonkolbach.com

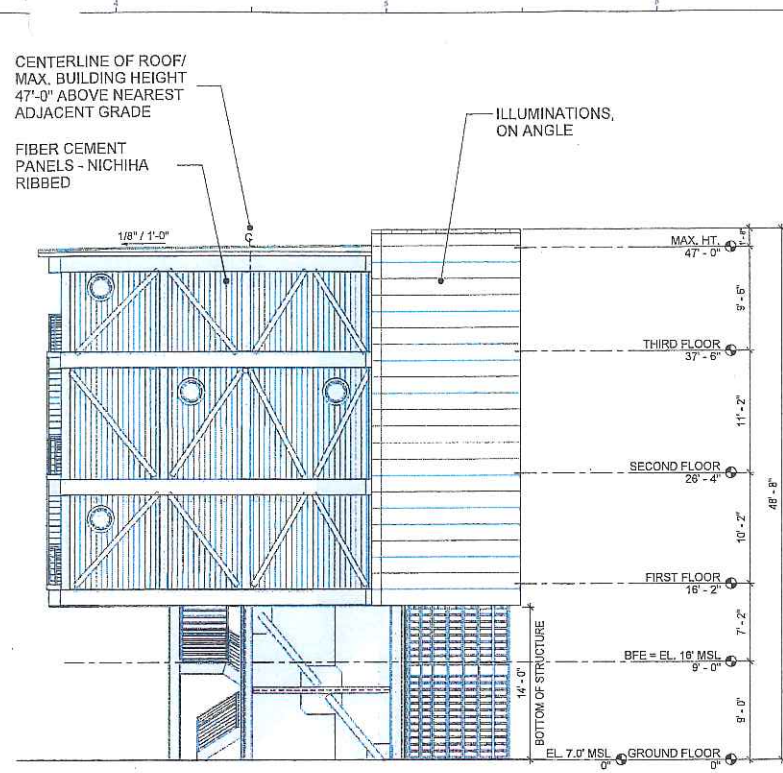
Client: Paulston Kolbach

BN 30039446.dwg/8112\_jurisdiction3\_Central\_Landmark.dwg

10/20/2016 10:31:57 AM



1 NORTH ELEVATION  
1/2" = 1'-0"



2 SOUTH ELEVATION  
1/2" = 1'-0"

MARLI  
RESTAURANT  
& STORE

1308 S. Westchester Dr.  
March 2016, DC 20019  
Owner:  
PALMETTO IND-USA, LLC  
2500 KENNEDY BLVD.  
1308 S. Westchester Dr.  
March 2016, DC 20019

Architect:  
**SGA**  
ARCHITECTURE  
1308 S. Westchester Dr., Ste. 100  
Arlington, VA 22204  
703.261.1000

Engineer:  
**ETS**  
ENGINEERING & TESTING SERVICES, LLC  
1308 S. Westchester Dr., Ste. 100  
Arlington, VA 22204  
703.261.1000

Structural Engineer:  
**Chatham Engineering**  
1308 S. Westchester Dr., Ste. 100  
Arlington, VA 22204  
703.261.1000

Structural Engineer:  
**Chatham Engineering**  
1308 S. Westchester Dr., Ste. 100  
Arlington, VA 22204  
703.261.1000

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Seal of the Architect  
SGA  
Architecture, LLC  
Chatham, VA  
08003  
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Seal of the Engineer  
ETS  
Engineering & Testing Services, LLC  
Arlington, VA  
22204  
Copyright 2016

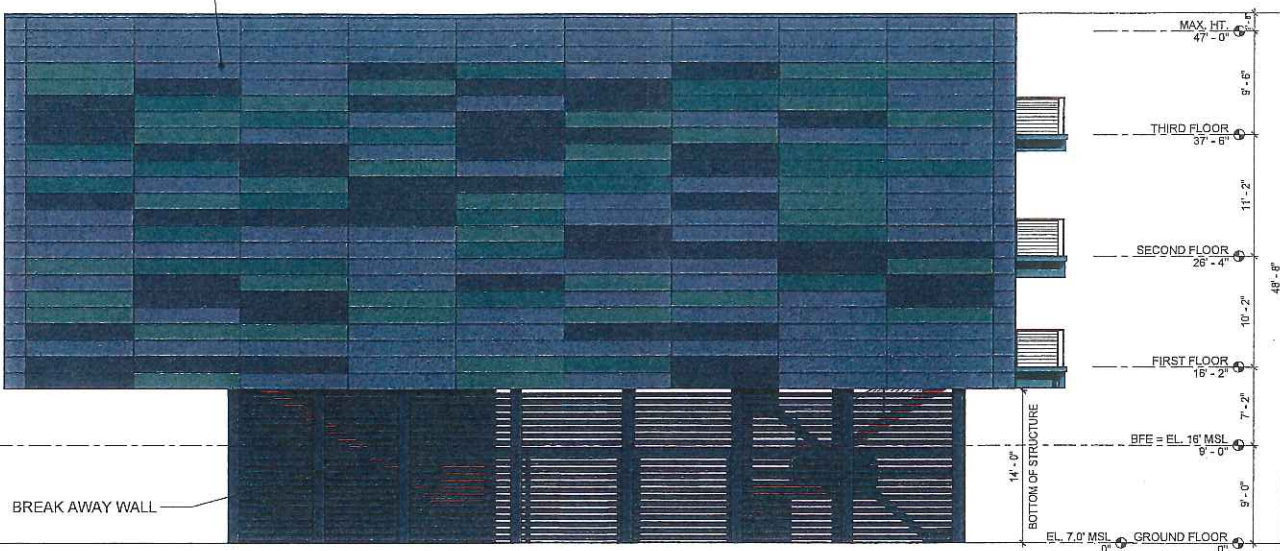
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Chatham Engineering  
Arlington, VA  
22204  
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NORTH & SOUTH  
ELEVATIONS

A201



FIBER CEMENT  
PANELS - NICHHA  
ILLUMINATIONS -  
AWP 3030



BREAK AWAY WALL

1 EAST ELEVATION  
1/8" = 1'-0"

MARLI  
RESTAURANT  
& STORE

1800 S. Woodrow Ave.  
Birmingham, AL 35202

Owner:  
PALMER INDUSTRIAL  
CORPORATION  
1800 S. Woodrow Ave.  
Birmingham, AL 35202

Architect of Record:

SGA  
ARCHITECTURE

1700 North  
1800 S. Woodrow Ave., Ste. 100  
Birmingham, AL 35202  
Phone: 205.333.1111  
Fax: 205.333.1112

Client/Owner's Engineer:

ETS  
ENGINEERING & SURVEILLANCE  
CORPORATION  
1800 S. Woodrow Ave., Ste. 100  
Birmingham, AL 35202  
Phone: 205.333.1111  
Fax: 205.333.1112

MEP Engineer:

Chastain Engineering  
1800 S. Woodrow Ave., Ste. 100  
Birmingham, AL 35202  
Phone: 205.333.1111  
Fax: 205.333.1112

Structural Engineer:

Reddy & Associates, Inc.  
1100 Chastain Ave., Ste. 200  
Birmingham, AL 35202  
Phone: 205.333.1111  
Fax: 205.333.1112

SEAL OF SOUTH CAROLINA  
SEALED  
DATE: 05/01/14  
BY: [Signature]  
CHASTAIN ENGINEERING

NOT FOR CONSTRUCTION  
[Signature]

Project: MARLI RESTAURANT & STORE  
Sheet: 1800 S. Woodrow Ave., Ste. 100  
Drawing: Chastain Engineering

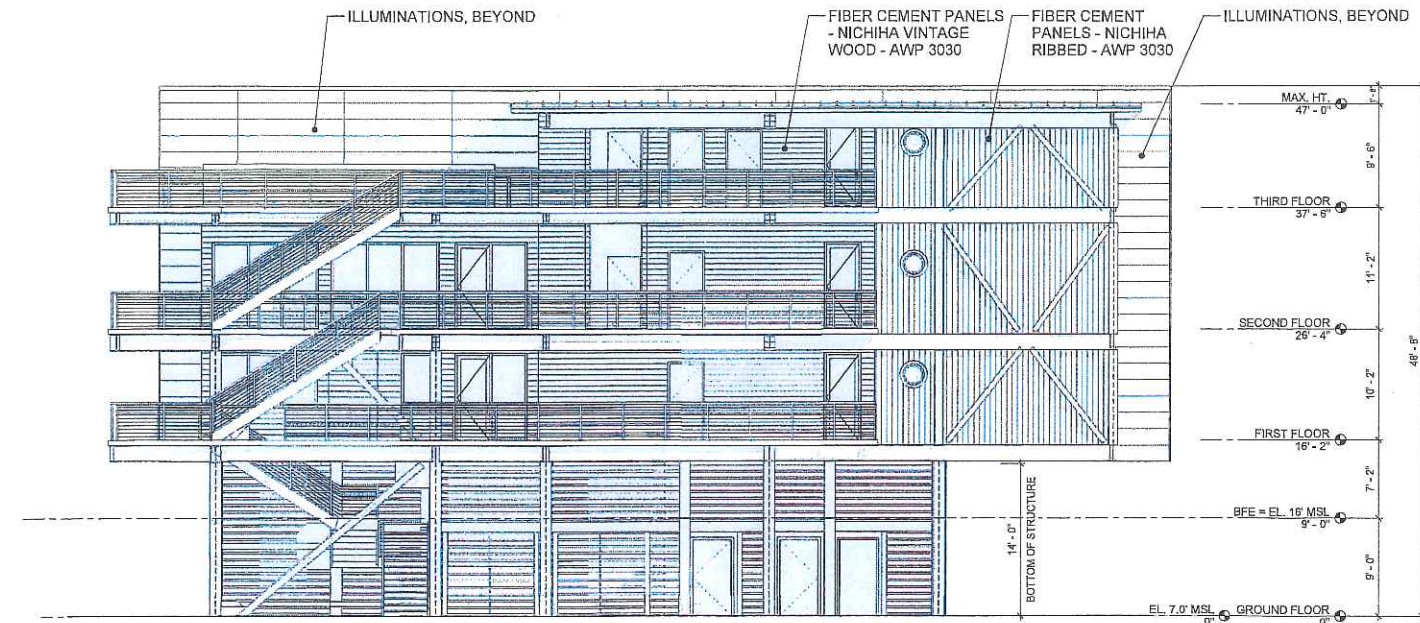
Project: MARLI RESTAURANT & STORE  
Sheet: 1800 S. Woodrow Ave., Ste. 100  
Drawing: Chastain Engineering

EAST ELEVATION

A202

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19/02/2018 10:48:58 AM



1 WEST ELEVATION  
1/4" = 1'-0"

MARLIN RESTAURANT & STORE

1881 S. Waterman Dr.  
Pinebluff, SC 29635

Owner:  
PALMETTO INDUSTRIAL DEVELOPMENT  
1881 S. Waterman Dr.  
Pinebluff, SC 29635

Architect (Firm):

SGA  
ARCHITECTURE

Charlotte  
3000 South Blvd. Ste. 100  
Charlotte, NC 28203  
Phone: 704.333.1111  
www.sgaarchitect.com

City/Planned Community:

ETS  
ENGINEERING & TECHNICAL SERVICES  
10000 E. 10th Ave.  
Pinebluff, SC 29635  
Phone: 803.333.1111

City/Planned Community:

Charlotte Engineering  
10000 E. 10th Ave.  
Pinebluff, SC 29635  
Phone: 803.333.1111

City/Planned Community:

Bill, Pam & Associates, LLC  
10000 E. 10th Ave.  
Pinebluff, SC 29635  
Phone: 803.333.1111

City/Planned Community:

Charlotte Engineering

City/Planned Community:

Charlotte Engineering

City/Planned Community:

Charlotte Engineering

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Charlotte Engineering

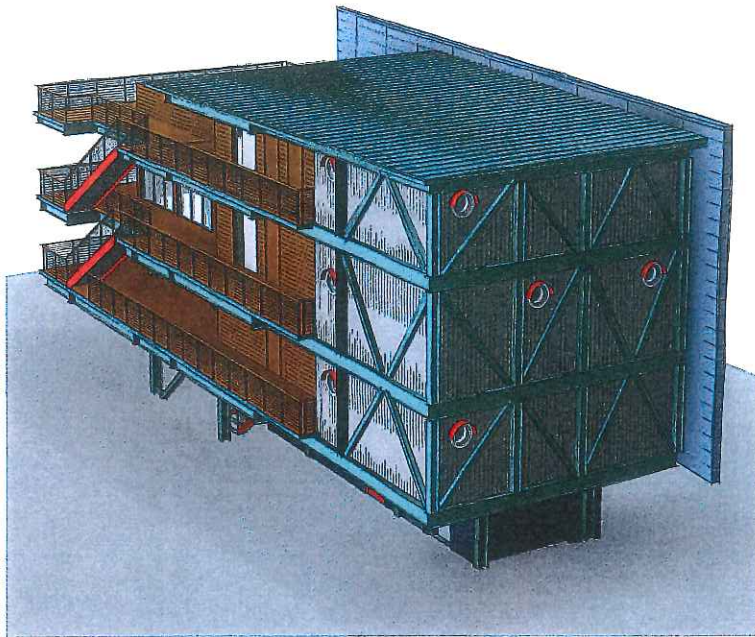
City/Planned Community:

Charlotte Engineering

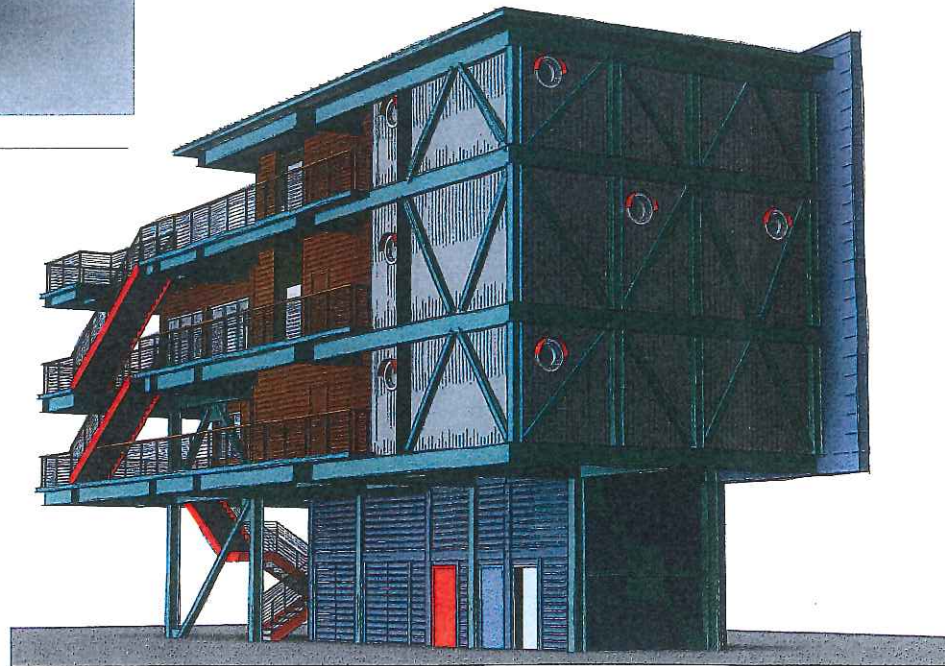
City/Planned Community:

Charlotte Engineering





2 SW CORNER HIGH



1 SW CORNER LOW

MARL RESTAU.  
& STORE

1000 S. Worcester St.  
Riverside, CA 92507

Owner:  
PALMISTO ACQUISITION  
1000 S. Worcester St.  
Riverside, CA 92507

Architect:



Charlotte  
1000 S. Worcester St.  
Riverside, CA 92507

On-Site/General Contractor:



Charlotte  
1000 S. Worcester St.  
Riverside, CA 92507

Architectural Consultant:



Charlotte  
1000 S. Worcester St.  
Riverside, CA 92507

Structural:



J.H. Jones & Associates, Inc.  
1000 S. Worcester St.  
Riverside, CA 92507

Interior Design:

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RENDERINGS

A210

# MARLI RESTAURANT & STORE

1008 S. WASHINGTON DR.  
MARLBOROUGH, SC 29555

Owner:  
PALMETTO INDUSTRIAL  
DEVELOPMENT  
1008 S. WASHINGTON DR.  
MARLBOROUGH, SC 29555

Architect of Record:



Chairman  
Richard Smith, Sr., PE  
President, SGA  
Owner, SGA/PA  
www.sgaarchitect.com

Chief Architect/Designer:

**ETS**  
DESIGN/ARCHITECT/ENGINEER  
1001 E. 10th Street  
P.O. Box 1001  
Marlborough, SC 29555  
Phone: 803.681.1111 Fax: 803.681.1112

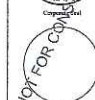
MEP Consultant:



Structural:



Tenn. Perry & Associates, Inc.  
1100 Chesapeake Dr., S.E., Ste. 201  
Norfolk, VA 23502  
Tel: 800.233.2333



Sealed and signed by the Professional Engineer for the purpose of this project.

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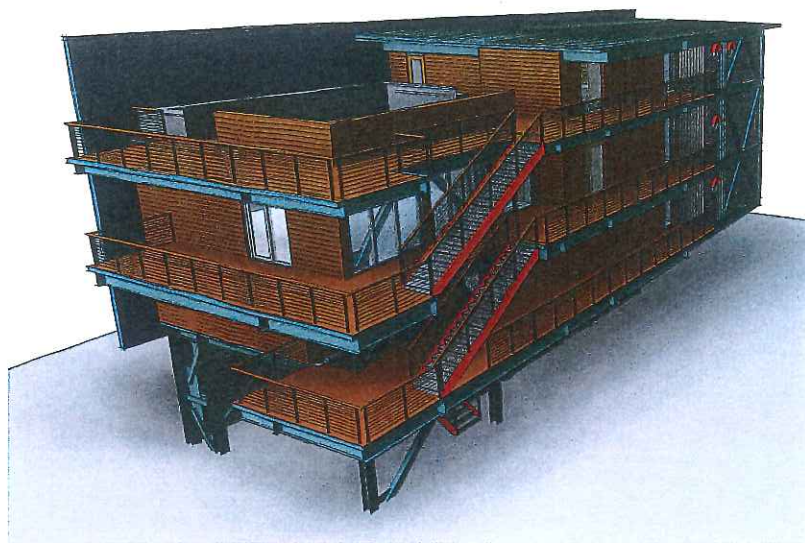
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Sealed and signed by the Professional Engineer for the purpose of this project.

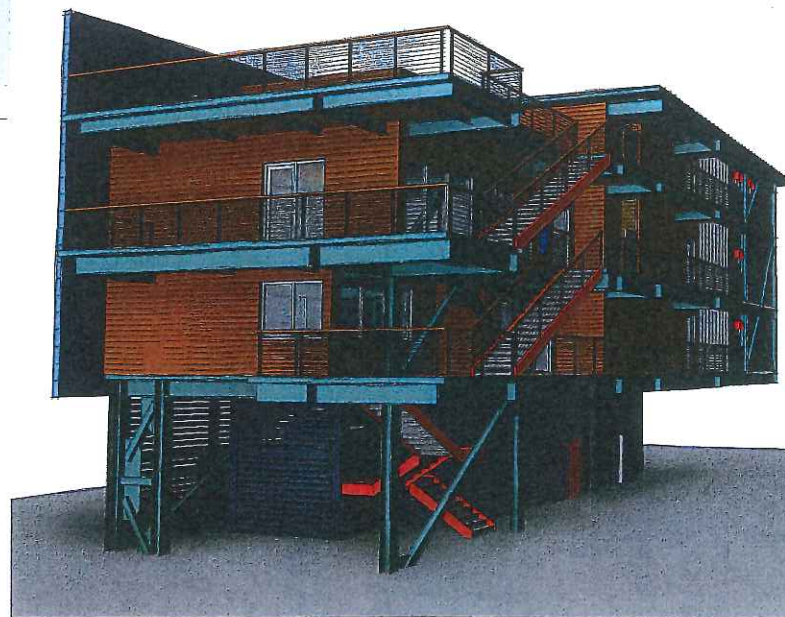
Sealed and signed by the Professional Engineer for the purpose of this project.

RENDERINGS

A211

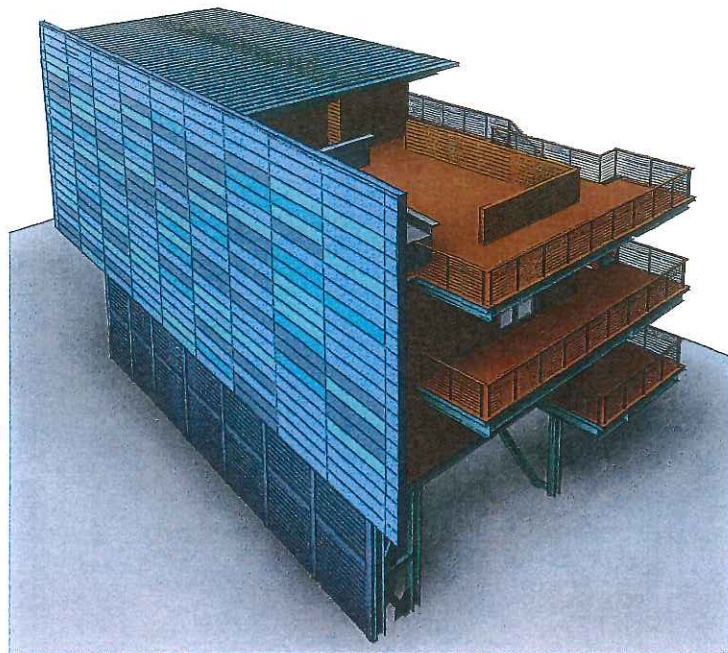


2 NW CORNER HIGH



1 NW CORNER LOW





2 NE CORNER HIGH



1 NE CORNER LOW

# MARLJI RESTAURANT & STORE

1000 S. Wakeham Dr.  
Norfolk, VA 23502

Owner:  
PALABRITO INDUSTRIAL  
200 S. Wakeham Dr.  
Norfolk, VA 23502

Architect of Record:



Charleston  
4000 Lakeside Dr., Ste. 100  
Norfolk, VA 23502  
www.sga-architect.com

Civil/Structural Consultant:



Charleston Engineering  
1000 Lakeside Dr., Ste. 100  
Norfolk, VA 23502  
www.charleston-engineering.com

MEP Consultant:



Arch. Firm & Contractor, Inc.  
1000 Lakeside Dr., Ste. 100  
Norfolk, VA 23502  
Tel: 410-741-1100

Reviewed:

Noted:

Approved:

Noted:

Approved:

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RENDERINGS

A212

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10/20/2019 10:23:46 AM

HOWELL V. BELLAMY, JR.  
EDWARD B. BOWERS, JR.\*  
BRADLEY D. KING  
M. EDWIN HINDS, JR.  
DAVID J. GUNDLING\*\*  
DAVID B. MILLER+  
C. WINFIELD JOHNSON, III  
DOUGLAS M. ZAYICEK  
MARTIN C. DAWSEY\*  
ROBERT S. SHELTON+  
HOWELL V. BELLAMY, III

\* LLM TAXATION  
\*\* LICENSED IN SC & NC  
+ CERTIFIED MEDIATOR  
++ CERTIFIED ARBITRATOR



# THE BELLAMY LAW FIRM

OFFICES IN MYRTLE BEACH & PAWLEYS ISLAND

[WWW.BELLAMYLAW.COM](http://WWW.BELLAMYLAW.COM)

ASHLEY P. MORRISON  
GEORGE W. REDMAN, III\* \*\* ++  
BENJAMIN A. BAROODY\* \*\*  
PHILLIP H. ALBERGOTTI\* \*\*  
HAYES K. STANTON\* \*\*  
KARA J. KEITH\*\*  
HOLLY M. LUSK  
LAUREN BREARLEY BENTON  
JON CRAIG HOWELL, JR.  
JAMES C. SPEARS, III\*

RETIRED:  
JOHN K. RUTENBERG (1939-2012)  
JOHN E. COPELAND  
CLAUDE M. EPPS, JR.  
DAVID R. GRAVELY  
JILL F. GRIFFITH

1000 29TH AVENUE NORTH • P.O. BOX 357 • MYRTLE BEACH, SC 29578  
TELEPHONE (843) 448-2400 • FACSIMILE (843) 448-3022

*Writer's Direct Dial: 843-916-7160*  
*Email: [GRedman@BellamyLaw.com](mailto:GRedman@BellamyLaw.com)*

October 18, 2018

Georgetown County Planning Commission  
129 Screven Street  
Georgetown, SC 29440

Georgetown County Council  
716 Prince Street  
Georgetown, SC 29440

Re: Constitutional Notice

Dear Sirs and Madams:

I understand the Georgetown County Planning Commission is scheduled to consider the request of Dr. Mark Lawhon of Palmetto Industrial Development, LLC to amend the Marlin Quay Planned Development to allow for the redevelopment of the Marlin Quay Marina Store and Restaurant (the "PUD Amendment") on October 18, 2018. Please accept this letter in order to preserve the rights of my client The Gulfstream Café, Inc. ("Gulfstream") in connection with property they own at 1536 S. Waccamaw Drive, Murrells Inlet, SC 29576 located within the Marlin Quay Planned Development.

Approval of the PUD Amendment would be unconstitutional in that it would unreasonably impair and destroy Gulfstream's property and easement rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section III of the Constitution of the State of South Carolina of 1971, Article I, Section VIII of the Constitution of the State of South Carolina of 1971, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. Gulfstream has vested rights in the current PUD and Gulfstream's perpetual easement, and the approval of the PUD Amendment would deprive Gulfstream of these vested rights.



Approval of the PUD Amendment would also be unconstitutional, illegal, null and void, constituting a taking of Gulfstream's property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section III, and Article I, Section VIII of the Constitution of the State of South Carolina of 1971, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States, by denying Gulfstream an economically viable use of its land while not substantially advancing legitimate state interests.

Approval of the PUD Amendment would constitute an unreasonable and extreme hardship upon Gulfstream, without remotely advancing the public health, safety and welfare and would constitute an arbitrary and capricious act by the Georgetown County Council without any rational basis therefor, constituting an abuse of discretion in violation of Article I, Section III of the Constitution of the State of South Carolina of 1971, Article I, Section VIII of the Constitution of the State of South Carolina of 1971, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

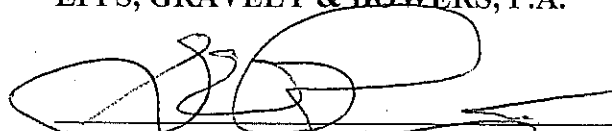
Approval of the PUD Amendment by the Georgetown County Council would also violate Gulfstream's rights under the First Amendment to the Constitution of the United States and would unconstitutionally discriminate, in an arbitrary, capricious and unreasonable manner, between Gulfstream, and owners of other similarly situated properties in Georgetown County in violation of Article I, Section III of the Constitution of the State of South Carolina of 1971 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

In addition, this letter constitutes Gulfstream's formal written notice to Georgetown County, pursuant to applicable law, that Gulfstream plans to seek and recover all damages that it sustains or suffers as a result of the approval of the PUD Amendment. Such damages may include, but are not necessarily limited to, damages related to diminution of value of Gulfstream's Property, attorneys' fees and expenses of litigation.

With kindest regards, we are

Yours truly,

**BELLAMY, RUTENBERG, COPELAND,  
EPPS, GRAVELY & BOWERS, P.A.**



George W. Redman, III

GWR:kel  
cc: Client

December 11, 2018

**VIA HAND DELIVERY**  
**& VIA EMAIL – tfloyd@gtcounty.org**

Georgetown County Council  
129 Screven Street  
Georgetown, SC 29442

Re: Proposed Amendment to Marlin Quay Planned Development  
Ordinance No. 2018-40

Dear Sirs and Madams:

**Introduction**

The Council has before it Ordinance No. 2018-40, which seeks to amend the Marlin Quay Planned Development in order to permit construction of a new building on property owned by Palmetto Industrial Development, LLC (“Palmetto”). The Gulfstream Café, Inc. submits the following opposition to the Ordinance and respectfully requests that the Council decline to amend the Marlin Quay Planned Development for the following reasons. Palmetto’s application is both untimely and incomplete and therefore procedurally defective. Additionally, Palmetto’s proposed development will violate Georgetown County Zoning Ordinance provisions related to parking requirements. Palmetto’s proposed development also exceeds the building height and square footage permitted at Marlin Quay. Further, Palmetto’s proposed development constitutes a more intense use of the Marlin Quay PUD than is acceptable at this location. Finally, Palmetto’s proposed development will interfere with Gulfstream’s easement rights.

**Discussion**

The Georgetown County Zoning Ordinance treats a major change to a PUD as an amendment to the zoning ordinance, and all major changes must satisfy the requirements for an amendment. (Zoning Ordinance § 619.302). The Zoning Ordinance may only be amended when “the public necessity, convenience, general welfare, or good zoning practice justifies the action.” (Zoning Ordinance § 1701). The major change request must follow the amendment procedures set forth in Section 1702 of the Zoning Ordinance, including providing required documents to the Planning Commission and providing proper notice to affected property owners.

Palmetto presently requests to amend the Marlin Quay Planned Development to permit construction of a large, four-story building that is substantially larger than the structure it would replace. As set forth below, Palmetto's application contains procedural defects that render it invalid. Additionally, Palmetto's application is substantively deficient because the proposed development would violate the Zoning Ordinance, exceed the limitations contained in the Marlin Quay PUD, increase the intensity of use at Marlin Quay, and interfere with Gulfstream's easement.

### **A. Procedural Defects in Palmetto's Application**

#### **1. Palmetto's Application Is Untimely and Incomplete.**

Palmetto's present application to amend the Marlin Quay PUD comes on the heels of a prior amendment sought in early 2018, which was Ordinance No. 2018-03. That amendment sought to construct a different building, and Palmetto has apparently abandoned the plans associated with Ordinance 2018-03.

Palmetto submitted the present application on August 27, 2018; however, that application was clearly incomplete and contained no plans, renderings, drawings, or other calculations related to the proposed building. Palmetto did not provide the Georgetown County Planning Commission with any drawings or plans for its proposed building until October 2018, approximately two weeks prior to the Planning Commission's hearing on Palmetto's application, which occurred on October 18, 2018. Section 1702.01 requires that an application to amend the Zoning Ordinance be submitted in proper form 45 days before it is heard by the Planning Commission. There is no question that Palmetto's application was incomplete and improper at the time it was submitted to the Planning Commission, and as a result the Planning Commission should not have considered the application.

Additionally, Palmetto's present application is its second request for a major change to the Marlin Quay PUD made during the past 12 months. Section 1702.1 of the Zoning Ordinance prohibits an applicant from seeking to amend the ordinance twice in a single year for the same parcel of property. Palmetto's last application was heard by the Planning Commission in January 2018 and considered by the Council in February 2018. It is too soon for Palmetto to seek yet another amendment to the Marlin Quay PUD.

Further, Palmetto did not notify property owners in the area directly impacted. The Zoning Ordinance requires Palmetto to send letters to each property owner within 400 feet of the subject property containing certain information regarding the requested major change. (Zoning Ordinance § 1702.206). There are more than 300 property owners within this 400-foot radius, including multiple condominium complexes. Palmetto's application does not indicate that it sent notice to these property owners. The planning staff report does not indicate how many property owners were notified.

Further, Section 1702.206 requires Palmetto to submit the letters it sent to nearby property owners as part of the application. Palmetto's application contains no copies of letters, which makes it impossible to determine what information Palmetto actually disclosed.

**B. Substantive Defects in Palmetto's Application.**

**1. Palmetto's Proposed Development Violates Georgetown County Parking Requirements.**

Palmetto's proposed development would violate the Zoning Ordinance because it does not contain sufficient parking. Section 1102.1 of the Georgetown County Zoning Ordinance provides minimum requirements for off-street parking. Planning staff has determined that Palmetto's proposed development would require 51 parking spaces. Staff has determined that there are 62 available spots in the parking lot adjacent to Palmetto's proposed building.

Critically, the planning staff analysis ignores the other uses of the parking lot. Palmetto does not have the exclusive rights to park cars in that lot. The Marlin Quay Marina possesses a perpetual easement to use the parking lot. The Marina has 67 boat slips. Section 1102.1 requires one parking space per every three slips, meaning that the Marina requires 22 parking spots. Additionally, Gulfstream has a perpetual easement to use the parking lot. Gulfstream is a 5,000 square foot restaurant that is required to have 47 parking spaces under Section 1102.1. Collectively, Palmetto's proposed building, the Marina, and Gulfstream require 103 parking spaces,<sup>1</sup> 43 more than are available.

Section 1102.3 contains requirements for shared parking lots, but that section only allows reductions in required parking where occupancies occur at different times. Here, Palmetto's proposed building would contain a restaurant that is open during the evening hours, the same hours that Gulfstream operates. Accordingly, the Georgetown County Zoning Ordinance does not permit a reduction in the required parking spaces.

Historically, Gulfstream, the Marina, and the prior Ship's Store and Snack Bar were able to share the parking lot because Gulfstream and the Snack Bar were open at different times. The Snack Bar was much smaller than Palmetto's proposed development and was generally open during the day. Palmetto intends to upset this balance by operating its proposed restaurant during the evening.

The planning staff erred by analyzing Palmetto's parking requirements in a vacuum and ignoring the other, existing uses of the parking lot. The reality is that the Marlin Quay PUD does not have enough parking spaces to support Palmetto's large redevelopment in addition to Gulfstream Café and Marlin Quay Marina. Palmetto's

---

<sup>1</sup> The total required parking for all three occupants would be 120 spaces, but Gulfstream has 17 parking spaces on its property.

proposed building will violate Georgetown County Zoning Ordinance parking requirements, and the Council should deny Palmetto's application.

**2. Palmetto's Proposed Development Exceeds the Square Footage and Maximum Height Allowed by the PUD.**

The planning Staff report states that Palmetto's proposed building is the same size as the Snack Bar that was demolished in 2016. The staff is incorrect. The Snack Bar contained 4,600 square feet, and this calculation included both enclosed space and unheated space. By the staff's own calculations, Palmetto's new development would contain 4,598 square feet of enclosed space and 5,326 square feet of unheated space, which includes three outdoor decks. When comparing apples to apples and using the staff's own calculations, Palmetto is seeking to replace a 4,600 square foot building with a more than 9,000 square foot building.<sup>2</sup>

Palmetto's proposed development greatly exceeds the square footage requirements of the Marlin Quay PUD. Nothing in the PUD permits Palmetto to build a more than 9,000 square foot building, and Palmetto has not sought an amendment to the PUD to enlarge the size of its building. In fact, the PUD documents contemplate only a 1,200 square foot marina store in the location where Palmetto intends to construct the proposed development. The Council should deny the application to construction this building that grossly exceeds the maximum square footage allowed by the PUD.

Palmetto seeks to amend the Marlin Quay PUD to exceed the height limit contained in the PUD. The proposed building would be 47 feet tall, which exceeds the 45 foot height limit in Marlin Quay. If Palmetto were simply building a 4,600 square foot building (including both heated and unheated space), there would be no need to exceed this height limit. Instead, Palmetto is constructing a 9,000 plus square foot structure, and the only way to fit that structure on its property is by exceeding the height limit. The County should reject Palmetto's request to exceed the height limit of the Marlin Quay PUD because that request is tied to Palmetto's attempt to build an excessively large building.

**3. Palmetto's Proposed Building Would Increase the Intensity of Land Use in the Marlin Quay PUD.**

Palmetto's proposed major change offends notions of necessity, convenience, general welfare and good zoning practices because it would substantially increase the intensity of land use at Marlin Quay. The Georgetown County Zoning Ordinance section 619.3023 defines intensity as:

---

<sup>2</sup> Palmetto's architect, Steve Goggans, has acknowledged that Palmetto's proposed building is much larger than the Snack Bar.

[T]he degree of the negative impacts on the environment and neighboring land uses. Impacts of intensity include, but are not limited to, greater impervious surface coverage, reduced open space, increased bulk and height of buildings, increased traffic with associated noise and congestion, signs and exterior lighting visible from neighboring property.

Palmetto's proposed development would increase the intensity of land use in the PUD by increasing the bulk and height of buildings at Marlin Quay, increasing the number of restaurant seats, and increasing traffic in the area.

As discussed above, Palmetto seeks to build a 47-foot tall building with approximately 9,000 square feet. That building would replace the Snack Bar which was 1.5 stories, and contained 4,600 square feet, including both enclosed and unenclosed space. There is accordingly no question that the intensity of land use in the Marlin Quay area will greatly increase.

Additionally, Palmetto plans to build a full-service restaurant that would contain 110 seats and an occupancy limit of 359 people. Notably, even if only 110 people can sit in the building, an additional 200 can fit, standing up, on one of the three outdoor decks. This full-service restaurant would replace the Snack Bar, which had less than 2,000 square feet and approximately 70 seats. The Snack Bar did not contain a full, commercial kitchen, and it was not open during the evenings. By moving from a 2,000 square foot, 70-seat snack bar to a full-service restaurant, Palmetto's proposed development would increase the intensity of land use at Marlin Quay.

Further, Palmetto's proposed development would significantly increase traffic volume at Marlin Quay. Palmetto's restaurant would be much larger than the Snack Bar, would be open during the evening, and would cater to people arriving by car. These factors would clearly increase the vehicular traffic in the Marlin Quay area, which already experiences significant congestion during the summer months. The traffic problems would be made worse by the fact that there is only one road in and out of Marlin Quay.

Planning staff did not consider the increase in intensity of use associated with Palmetto's proposed development. It is clear that increased building height, increased restaurant size, and increased traffic all qualify as intensity impacts under Section 619.3023. There is no basis for increasing the intensity of use at Marlin Quay, and the Council should deny Palmetto's application. At a minimum, the Council should remand the application for evaluation of the intensity impacts.

**4. Palmetto's Proposed Redevelopment Interferes with Gulfstream's Easement and Would Violate a Court Order.**

As the Council is likely aware, Gulfstream possesses an easement for parking at Marlin Quay. Palmetto's proposed building would interfere with Gulfstream's perpetual easement. The scope of Gulfstream's easement was the subject of litigation between

Palmetto and Gulfstream. Gulfstream prevailed in that litigation, and the Court permanently enjoined Palmetto from interfering with Gulfstream's easement, and the Court limited the area on which Palmetto can construct a building. It is apparent that Palmetto's proposed building will interfere with Gulfstream's easement and violate the Court's injunction.

The Court's injunction prohibits Palmetto from interfering with the easement. The Court has already held Palmetto in contempt on two occasions for violating this injunction. Based on the extreme size of the proposed building and the fact that the building would be cantilevered over the parking lot, it will be impossible for Palmetto to construct the proposed building without physically blocking large portions of the easement area and interfering with Gulfstream's right to use the parking lot. Accordingly, any attempt by Palmetto to construct the building would represent further contempt of the Court's order.

Additionally, it appears that portions of Palmetto's proposed building would sit on Gulfstream's easement, and the operation of Palmetto's proposed building would overburden the parking lot in a manner that interferes with Gulfstream's easement. Gulfstream reserves the right to challenge the impact of Palmetto's current plans on Gulfstream's easement, and the outcome of any challenge could require Palmetto to submit yet another set of plans.

Further, if Georgetown County approves Palmetto's major change request, that approval would violate Gulfstream's constitutional rights, materially reduce the value of Gulfstream's property and easement rights, and therefore constitute a taking without compensation. In this scenario, Gulfstream would be permitted to seek damages for this taking.

It does not constitute good zoning practices for the Council to approve Palmetto's requested change to the Marlin Quay PUD. Instead, the Council should deny the application until Palmetto submits a proposal that does not interfere with Gulfstream's easement.

**5. Planning Staff Concerns can be Addressed with a Different Design from Palmetto.**

The planning staff analysis recommended approval of Palmetto's proposed development based on two factors: constructing a building that meets flood zone requirements; and constructing a building that sits exclusively on Palmetto's property. While these may be valid concerns, they do not support approval of Palmetto's proposed development. It is possible for Palmetto to design a building on the portion of its property that is not part of the Gulfstream easement that meets flood zone requirements. But the current proposal is defective because it would:

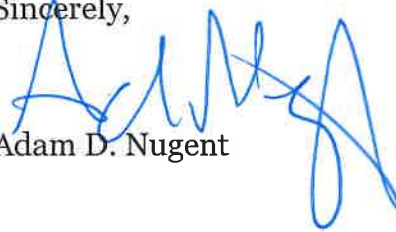
- Violate Zoning Ordinance requirements related to parking;

- Exceed the restrictions contained in the Marlin Quay PUD;
- Increase the intensity of land use in Marlin Quay; and
- Interfere with Gulfstream's easement both during construction and after completion.

The Council should require Palmetto to go back to the drawing board and design a building that addresses the planning staff's concerns but does not violate the Ordinance, exceed the PUD limitations, violate a Court order, or interfere with Gulfstream's easement.

Sincerely,

Adam D. Nugent





Item Number: 15.a  
Meeting Date: 1/8/2019  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Information

**ISSUE UNDER CONSIDERATION:**

Presentation of Early Walker as Employee of the Quarter for the fourth quarter of 2018.

**CURRENT STATUS:**

Early Walker, an equipment operator and crew chief with Georgetown County's Public Works Division, has been named Georgetown County's Employee of the Quarter. He has been employed with the county for 14 years.

**POINTS TO CONSIDER:**

The Employee of the Quarter Award is set up to recognize full-time and part-time employees of Georgetown County for excellence on the job. Early Walker was nominated for the award by Public Services Director Ray Funnye.

In his nomination letter, Mr. Funnye states that Mr. Walker "possesses an impeccable work ethic and can be counted on to respond above and beyond whenever necessary."

In his day-to-day duties, Mr. Walker works hard to ensure that grading and maintenance in his assigned area happens efficiently and effectively. He supervises the activities of a work crew, receives and handles resident complaints, investigates matters of concern and performs a variety of duties involved in the maintenance and operation of equipment used for construction and road maintenance. He was nominated for the 4th quarter "because he has risen to the challenge of a leadership role thrust upon him suddenly due to a colleague's medical leave. Mr. Walker successfully ensured continuity of service in his assigned area without missing a step, Mr. Funnye said.

Mr. Walker's current job involves monitoring and motivating a crew, as well as ensuring professional road projects outcomes. He must ensure projects are done properly the first time on the site in order to stay in budget, despite having projects that often change due to difficult or unforeseen conditions on the site. He consistently offers solutions that are reasonable to get the job done. Further, he must continually inspect equipment and serve as a safety role model to his crew.

Mr. Walker's calm, easy-going demeanor is valued in the field. His workers take his direction and respect his judgement. He is known as a team player and is a valued asset to the county.

In addition to his regular job duties, Mr. Walker is a member of the county's Safety Committee.

**FINANCIAL IMPACT:**

N/A

**OPTIONS:**

This report is provided for information only. No action is required by council.

**STAFF RECOMMENDATIONS:**

This report is provided as information only. No action is required by council.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
□ Nomination	Cover Memo



## *Employee of the Year Nomination Form*

Employee's name: **Early Walker**

Department/Division: **Public Works**

Number of Years Employed With County: **14**

List all positions held within County:

**Equipment Operator; Crew Chief**

List all committees that the employee serves on:

**Safety Committee**

List specific goals/objectives the employee has completed over the last year:

**Mr. Walker ensures that grading and maintenance in Area Two happens efficiently and effectively. He supervises the activities of a work crew; receives and handles citizen complaints; investigates matters of concern and performs a variety of duties involved in the maintenance and operation of equipment used for construction and road maintenance. He possesses an impeccable work ethic and can be counted on to respond above and beyond whenever necessary.**

List any projects or tasks the employee has volunteered to complete:

**Mr. Walker is being nominated because he has risen to the challenge of a leadership role thrust upon him suddenly due to medical issues of a coworker. He has successfully ensured continuity of service in Area Two without missing a step.**

What does this employee's current job description entail?

**Mr. Walker's current job involves monitoring and motivating a crew as well as ensuring professional road projects outcomes. He must ensure a project is done properly the first time on site in order to stay on budget. Further, he must continually inspect equipment and serve as a safety role model to his crew.**

List any responsibility from budgetary standpoint:


**Mr. Walker must manage his crew to work efficiently and effectively to stay on budget and perform work that often changes once on site due to difficult or unforeseen conditions. Mr. Walker consistently offers solutions that are reasonable to get the job done.**

List any certifications, licenses, etc. the employee holds:

**DCL License**

List any other supporting documentation you feel would justify this nomination:

**Mr. Walker's calm, easy-going demeanor is valued in the field. His workers take his direction and respect his judgment. He is known as a team player and is a valued asset to the county, as evidenced by his election as employee of the quarter in 2016. We must continue to reward this type of professionalism with the recognition it deserves.**

  
\_\_\_\_\_  
Director's Signature

**JUL 03 2018**

\_\_\_\_\_  
Date

**Item Number:** 15.b  
**Meeting Date:** 1/8/2019  
**Item Type:** REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Information

**ISSUE UNDER CONSIDERATION:**

Recognition of Loren Wallace of Georgetown County Parks and Recreation as Manager of the Year for 2018.

**CURRENT STATUS:**

Loren Wallace, an employee of Georgetown County for just two years, has been named the county's Manager of the Year for 2018. He is employed as Recreation Manager, assisting department director Beth Goodale.

**POINTS TO CONSIDER:**

In a relatively short time with Georgetown County, Mr. Wallace has interacted with staff from most departments in some capacity. He is always willing to help in any way possible, and is a very hands-on and detail oriented manager, his supervisor said in her nomination letter.

In addition to handling all day-to-day Recreation Department program and facility issues and staff, Mr. Wallace also coordinates all risk management and vehicle-related responsibilities for recreation, park maintenance and aging services. These tasks include all required training, investigations and reporting required throughout the year.

When it became difficult to ensure staff CPR and first aid training could be provided as required due to ongoing issues obtaining instructors, Mr. Wallace volunteered to become a certified instructor. As a result, he and the department director will now be able to handle training for county staff, as well as teaching community-based classes at recreation centers around the county.

During tournaments and events, Mr. Wallace assumes a major role in producing and staffing events. He is always the first to arrive and the last to leave. Given the nature of Parks and Recreation requirements and events, this often means multiple 16+ hour days in a row.

During emergencies, such as hurricanes and other weather events, Mr. Wallace is always available to fill any role requested of him. During Hurricane Florence last fall, Mr. Wallace moved to the Emergency Operations Center, where he served as Deputy Logistics Section Chief. He was also responsible for county staffing required for assistance at emergency evacuation shelters. He coordinated with nonprofit organizations and partners responsible for feeding those in shelters, as well as emergency workers. He also coordinated the donated goods warehouse set up, and trained volunteers to staff the Emergency Support Function designated for incoming donations.

Mr. Wallace also physically performed various duties as needed when there was an urgent need for quick action and no one to fulfill the role. One example occurred when a National Guardsman was injured working on the Highway 17 Aquadam project one night due to low light conditions on the roadway. Mr. Wallace assisted in locating county lighting assets and, along with one other county staff member, went to the location to install the lighting at midnight in order to keep the project

moving safely.

Goals he completed this fiscal year include the overhaul of the sports officiating program, which will decrease costs and improve quality of sports programs. He also successfully wrote a grant which brought in \$850,000 to enable the addition of four generators at recreation facilities used for various emergency sheltering and response operations.

As part of his daily duties, Mr. Wallace supervises 10 full-time employees and more than 20 seasonal part-time employees. He is responsible for monitoring costs and budgets required for various recreation programming. Additionally, he serves on the Central Safety Committee, the County's Vehicle User Group and is chairman of VOAD (Voluntary Organizations Active in Disaster) for the county.

**FINANCIAL IMPACT:**

N/A

**OPTIONS:**

This report is provided for information only. No action is required by council.

**STAFF RECOMMENDATIONS:**

This report is provided for information only. No action is required by council.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description		Type
□ Nomination		Cover Memo





## **Manager of the Year Award Form**

Manager/First Line Supervisor's Name: Loren Wallace

Department/Division: Recreation

Number of Years Employed With County: 2

List all positions held within County: Recreation Manager

---

List all Committees that the Manager/First Line Supervisor serves on:

Central Safety Committee

Vehicle User Group

Chair of Georgetown County VOAD (Voluntary Organizations Active in Disaster)

---

List specific goals/objectives the Manager/First Line Supervisor has completed this fiscal year:

Overhaul of sports officiating program. Beginning with the 2018 youth basketball season Georgetown County Parks & Recreation will have weaned ourselves away from using a scheduling service to provide sports officials. Use of a service has been found to increase costs and reduce quality while also requiring additional staff oversight to insure adequate officials are provided as required.

List any projects or tasks the Manager/First Line Supervisor has volunteered to complete:

American Red Cross CPR/First Aid Instructor Certification

Teach segments of Community Emergency Response Team Program

Lead Teambuilding exercises for Georgetown County School District Middle School programs

Successfully wrote grant for \$850,000 project to enable for generators to be added to (4) recreation centers, these facilities will then be used for various emergency sheltering and response operations.

SC High School League Officiating Certification Program (football)

How many employees does this Manager/First Line Supervisor supervise? 10 full time, 20+ seasonal part time.

List responsibility from budgetary standpoint:

Responsible for monitoring costs and budgets required for various recreation programming. Monitors and manages CERP and CIP vehicle budgets. Monitors vehicle/equipment repair budgets. Coordinates AED and Fire Extinguisher Equipment

---

List certifications and licenses the Manager/First Line Supervisor holds:

American Red Cross First Aid/CPR Instructor

Various NIMS/ICS Emergency Management certifications

Master of Arts Degree, Management

List any other supporting documentation you feel would justify this nomination:

In a relatively short time with Georgetown County Loren has interacted with staff from most departments in some capacity. Loren is always willing to help in any way possible. Loren is also a very hands on and detail oriented manager.

In addition to handling all day to day recreation department program and facility issues and staff Loren also coordinates all risk management and vehicle related responsibilities for recreation, park maintenance and aging services. These tasks include all required training, investigations and reporting required throughout the year.

When it became difficult to insure staff CPR/First Aid training could be provided as required, due to ongoing issues obtaining instructors, Loren volunteered to become a certified instructor. As a result Loren and I will now handle staff training for our staff as well as teaching community based classes at recreation centers around the county.

During tournaments and events Loren assumes a major role in producing and staffing events. Loren is always the first to arrive and last to leave. Given the nature of parks & recreation requirements and events this often this means multiple 16+ hours days for multiple day in a row.

During emergencies and disasters Loren is always available to fill any role requested of him. During Hurricane Florence Loren moved to Beck/EOC where he served as Deputy Logistics Section Chief. Loren was also responsible for county staffing required for assistance at emergency evacuation shelters. Loren also coordinated with the non-profit organizations and partners responsible for feeding shelters and response personnel. Loren also coordinated the donated goods warehouse set up and trained volunteers to staff ESF 18/ Donated Goods response from the Georgetown County Emergency Operations Center.

Loren also physically performed various duties as needed when there was an urgent need for quick action and no one to fulfil the role. One example occurred when a National Guard soldier was injured working on Highway 17 Aquadam project night operation due to lack low light conditions on the roadway. Loren assisted in locating county lighting assets and, along with one other county staff member went to the location to install the lighting at midnight in order to keep the project moving more safely.

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Director's Signature

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11/28/18

Date

Item Number: 15.c  
Meeting Date: 1/8/2019  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Information

**ISSUE UNDER CONSIDERATION:**

Presentation of Annie Stewart as Georgetown County Volunteer of the Year for 2018.

**CURRENT STATUS:**

Annie Stewart, who has volunteered her time for Georgetown County Fire/EMS since 2015, has been named Volunteer of the Year.

**POINTS TO CONSIDER:**

Annie Stewart worked full-time for Georgetown County Fire/EMS for nearly 20 years. After she retired, she found she wasn't entirely ready to leave it behind. She decided to continue her service to the community through the department as a volunteer for the Department's Station 14. She also assists in other capacities within the department as needed, said Fire Marshal Jesse Cooper.

Known around the department as "Ms. Annie," she serves in the capacity of liaison at Station 14, assisting the fire marshal in training and meetings. She is described as a reliable individual who corresponds with volunteers at Stations 8 and 14 regarding updating file information, courses offered, participating in upcoming events, budgets, criteria for maintaining active status as a volunteer firefighter and much more.

Her spirit encourages others to do their best, remain positive and know that the work done at Georgetown County Fire/EMS makes a difference in the lives of others.

**FINANCIAL IMPACT:**

N/A

**OPTIONS:**

This report is provided for information only. No action is required by council.

**STAFF RECOMMENDATIONS:**

This report is provided for information only. No action is required by council.

**ATTORNEY REVIEW:**

No



Item Number: 16.a  
Meeting Date: 1/8/2019  
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2017-23 - To amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. TMS 04-0418-014-00-00. Case Number AMPD 6-17-18572.

On June 27, 2017 the Pawleys Plantation Property Owners Association applied to change the land use designation for two parcels along Green Wing Teal Lane from open space to single family. A change in land use is considered a major change to a Planned Development based on Section 619.3 of the Zoning Ordinance.

**CURRENT STATUS:**

The Pawleys Plantation PD is located east of Ocean Highway approximately 557 feet south of Hagley Drive in Pawleys Island. The PD contains a combination of single family units, patio lots and multi-family units along with a golf course and associated amenities.

**POINTS TO CONSIDER:**

1. The Pawleys Plantation Property Owners Association took ownership of the two parcels labeled as open space 9 and 10 on the attached map in 2010. The parcels were originally part of the golf course property.
2. According to the applicant both parcels were largely shown as wetlands on a 1987 Army Corps of Engineers survey. The POA's environmental consultant has indicated that the wetlands have receded significantly on these two parcels since the 1987 survey and both are now suitable building sites. The Army Corps has not yet confirmed the consultant's assertion.
3. The POA is seeking to sell the parcels in order to relieve the organization from the burden of maintaining both of these areas as well as provide additional income to be used for maintenance elsewhere on the property.
4. Open space #9 contains .25 acres and is approximately 72 feet wide. Open space #10 contains .29 acres is approximately 113 feet wide. Both parcels exceed the average lot size for the street with the exception of the large half-acre parcel located at the end of the cul de sac which was a combination of two original lots. Existing parcels on this street are considered patio lots and are designated as Tract D. Setbacks are 20' for the front, 7' and 3' for the side if a one-story home and 12' and 8' for the side if a two-story home and 20' in the rear.
5. The parcels back up to a large pond. The County's GIS infrared imagery shows significant uplands for both parcels. The attached wetland delineation from the applicant's consultant shows .004 of an acre of wetlands out of a total of .25 acres for Open Space #9 and .1 acre of wetlands out of a total of .29 acres for Open Space #10. Some fill will likely be required for Open Space #10.
6. The reduction in the amount of open space for the PD is minimal based on the large amount of open space provided for the PD as a whole. According to their engineer, the PD contains 62 acres of open space including the golf course. The POA currently owns 22.4 acres of open space.
7. Overall density for the PD will not be exceeded. At least one large tract originally shown as multi-family is being developed as single family and according to the POA, twelve different parcels have been combined also resulting in a density reduction.
8. The new owners for the parcels would be required to submit a tree removal plan to the Zoning Administrator prior to receiving a building permit.
9. According to the applicant, the POA met on August 28<sup>th</sup> and received the necessary approval from 80% of the members to remove these properties from the "common property" designation so that they can be sold by the POA.
10. The applicant met with several of those residents with drainage concerns. The existing swales on these parcels are currently functioning. The POA will either relocate the existing swales or install catch basins and pipes to handle the drainage.
11. Staff recommended approval of the request conditional on the following:
  - a. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
  - b. Both new parcels will adhere to the PD requirements and setbacks for patio lots.

12. The Planning Commission held public hearings on this request on both August 17<sup>th</sup> and September 24<sup>th</sup>. After

12. The Planning Commission held public hearings on this request on both August 17th and September 21st. After receiving several comments from the neighbors regarding drainage, the Commission deferred action at the August meeting. Four property owners from this area spoke against the proposal with concerns about existing drainage problems, adding more run-off to the system and the promise of open space in these areas. One property owner spoke stating that the POA representative had addressed his concerns from the previous meeting. The POA representative responded by stating that the lots were not initially left for open space, but due to the wetlands which have now receded, the drainage situation will not be changed by virtue of this request and that the POA is attempting to work with the golf course on the issues with the existing ditch in this area.
13. The Commission voted 7 to 0 to recommend denial for this request.
14. Ordinance No. 2017-23 has been amended subsequent to previous report. Should Council choose to approve Ordinance No. 2017-23 with revised text, a *motion to amend* will be required.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

1. Deny request as recommended by PC.
2. Approve request
3. Defer for further information
4. Remand to PC for further study

**STAFF RECOMMENDATIONS:**

Deferred pending internal review by County Attorney.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
▢ AMENDED - Ordinance No. 2017-23	Ordinance
▢ Pawleys Plantation 2 lots - attachments	Backup Material
▢ Pawleys Plantation PD - Letters	Backup Material
▢ Atty Letter_Paul Joan Noble_Green Wing Teal	Exhibit
▢ Atty Letter_J Lachicotte_Green Wing Teal	Exhibit

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO. 2017-23

**AN ORDINANCE TO AMEND THE CONCEPTUAL PLAN FOR THE PAWLEYS PLANTATION PLANNED DEVELOPMENT TO ADD TWO SINGLE FAMILY LOTS ON GREEN WING TEAL LANE**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT THE PAWLEYS PLANTATION PLANNED DEVELOPMENT BE AMENDED TO CHANGE THE LAND USE DESIGNATION ON OPEN SPACE #9 AND OPEN SPACE #10 AS SHOWN ON THE ATTACHED ALTA SURVEY DATED JULY 21, 2010 FROM OPEN SPACE TO SINGLE FAMILY WITH THE FOLLOWING CONDITIONS:**

1. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
2. Both parcels shall adhere to the Pawleys Plantation PD requirements and setbacks for patio lots.
3. Proof to be provided to the Georgetown County Stormwater Department that demonstrates that the functionality of any stormwater elements currently existing on lots "open space #9" and/or "open space #10" will be maintained or improved following the development of the two lots. No building permits for either of these two lots shall be issued until this condition is met.

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_  
Johnny Morant (SEAL)  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa Floyd  
Clerk to Council

This Ordinance, No. 2017-23, has been reviewed by me and is hereby approved as to form and legality.

---

Wesley Bryant  
Georgetown County Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_



129 Screven St. Suite 222  
Post Office Drawer 421270  
Georgetown, S. C. 29440  
Phone: 843-545-3158  
Fax: 843-545-3299

\$250  
\$10/AC  
Res'l  
1 acre

# APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

COMPLETED APPLICATIONS MUST BE SUBMITTED ALONG WITH THE  
REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING  
COMMISSION MEETING.

Please note this approval applies to this particular property only.

Name of Planned Development: PAWLEYS PLANTATION

Regulation to which you are requesting an amendment (check applicable):

- ☐ Setback – Complete SECTION B: SETBACK AMENDMENT
- ☐ Signage – Complete SECTION C: SIGNAGE AMENDMENT
- ☒ Site Plan – Complete SECTION D: SITE PLAN AMENDMENT
- ☐ Other: \_\_\_\_\_

All Applicants must complete SECTION A: APPLICANT INFORMATION

## SECTION A: APPLICANT INFORMATION

### Property Information:

TMS Number: 04-0418-014-00-00  
(Include all affected parcels)

Street Address: 11822 HWY 17 BYPASS

City / State / Zip Code: MURRELLS INLET, SC 29576

Lot / Block / Number: \_\_\_\_\_

Existing Use: OPEN SPACE



Proposed Use: SINGLE-FAMILY RESIDENTIAL

Commercial Acreage: \_\_\_\_\_

Residential Acreage: 0.54

**Property Owner of Record:**

Name: PAWLEYS PLANTATION PROPERTY OWNERS ASSO.

Address: 11822 FRONTAGE RD

City/ State/ Zip Code: MURRELLS INLET, SC 29576

Telephone/Fax: 843-357-9888

E-Mail: \_\_\_\_\_

Signature of Owner / Date: [Signature] / 6/27/17  
POA President

**Contact Information:**

Name: BILL SNYDER

Address: 11822 FRONTAGE RD, MURRELLS INLET 29576

Phone / E-Mail: 843-652-2165 BILL.SNYDER@FSRESIDENTIAL.COM

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the Planning Commission of proposed new construction or improvements to the structures on my property.

**Agent of Owner:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip Code: \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature of Agent/ Date: \_\_\_\_\_

Signature of Owner /Date: \_\_\_\_\_

**Adjacent Property Owners Information required:**

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes addressed with name of each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the envelope: **"Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."**
2. A list of all persons (and related Tax Map Numbers) to whom envelopes were addressed to must also accompany the application.

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

Please submit this **completed application** and appropriate fee to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need any additional assistance, please call our office at 843-545-3158.

**Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.**

**A sign will to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.**

**All information contained in this application is public record and is available to the general public.**

**SECTION B: SETBACK AMENDMENT**

**Please supply the following information regarding your request:**

- List any extraordinary and exceptional conditions pertaining to your particular piece of property. \_\_\_\_\_  
\_\_\_\_\_
- Do these conditions exists on other properties else where in the PD?  
\_\_\_\_\_

- Amending this portion of the text will not cause undue hardship on adjacent property owners. \_\_\_\_\_

**Submittal requirements: 12 copies of 11 x 17 plans**

- A scaled site plan indicating the existing conditions and proposed additions.
- Elevations of the proposal (if applicable).
- Letter of approval from homeowners association (if applicable).

**SECTION C: SIGNAGE AMENDMENT**

**Reason for amendment request:** \_\_\_\_\_

Number of signs existing currently on site \_\_\_\_\_

Square footage of existing sign(s) \_\_\_\_\_

Number of Proposed signs: \_\_\_\_\_

Square footage of the proposed sign(s) \_\_\_\_\_

**Submittal requirements:**

- Proposed text for signage requirements.
- 12 copies (11 x 17) of proposed sign image.
- Site plan indicating placement of the proposed sign(s).
- Elevations.
- Letter from POA or HOA (if applicable)



**SECTION D: SITE PLAN AMENDMENT**

**Proposed amendment request:** PLEASE SEE ATTACHED

Reason for amendment request: PLEASE SEE ATTACHED

---

**Submittal requirements:**

- 12 copies of existing site plan.
- 12 copies of proposed site plan.
- Revised calculations (*calculations may include density, parking requirements, open space, pervious/impervious ratio, etc.*).

## SECTION D: SITE PLAN AMENDMENT

The Pawleys Plantation Property Owners Association requests that two parcels of land acquired in 2010 from Pawleys Plantation LLC, the developer, be rezoned. These parcels were originally a portion of the developer's golf course property.

The 1987 US Army Corp of Engineers wetlands survey indicated that these parcels were largely wetlands, unsuitable for home construction. However, a recent study conducted by an environmental consultant, indicates that the wetlands have receded significantly from the two parcels since the Corp of Engineers survey, and, in the opinion of the consultant, both the parcels are suitable building sites. It remains to have the Corp of Engineers confirm the findings of the consultant and to obtain Georgetown County Planning and Zoning approval for rezoning the parcels, after which they could be sold, relieving the Property Owners Association of maintenance responsibility and providing income to the Reserves for maintenance of other common properties.

Rezoning the two parcels would not exceed the approved density of the PD. Since the PD approval, twelve single family lots have been combined and bear structures that would prohibit separating the lots in the future, and large tract originally planned for multi-family housing has been rezoned for single-family homes further reducing the potential density of the PD.

The impact on open space is minimal. The combined acreage of the two parcels is 0.54 acres and there are more than 62 acres of open space in the PD.



## **Tiffany Coleman**

---

**From:** Brenda Logan <Brenda@Logan.com>  
**Sent:** Tuesday, August 01, 2017 5:56 PM  
**To:** Tiffany Coleman  
**Subject:** Case AMPD 6-17-18572

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

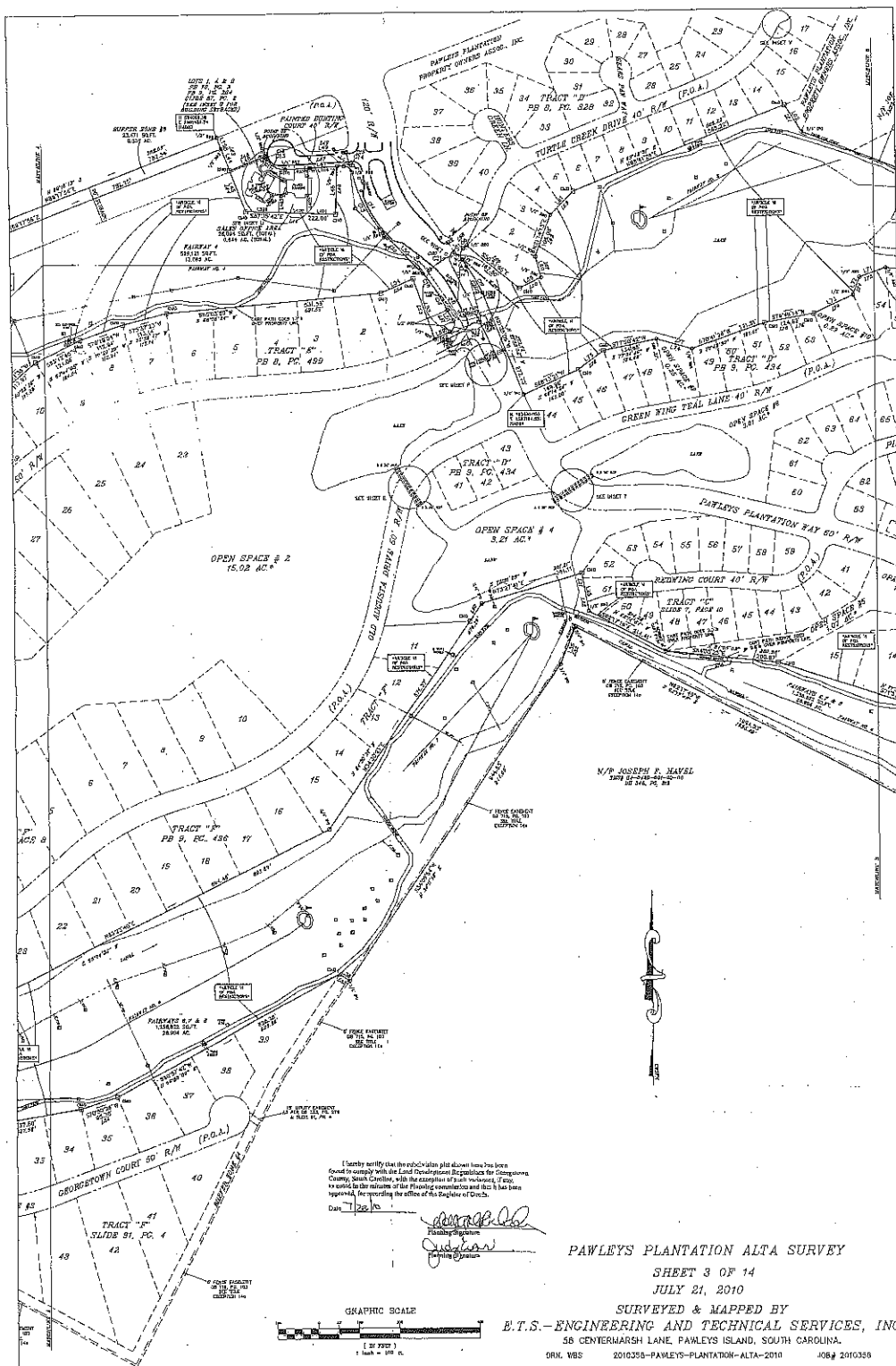
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.  
Brenda Logan

Sent from iPhone 6s Plus

## Statements for the Planning Council Meeting 9/21/17

If the Planning Board allows the Pawley's Plantation POA to add 2 buildable lots to the PUD, a number of concerned homeowners believe it will affect some individual homeowners through their actions because of the changes they plan for the 2 lots. They have proposed to change these 2 lots from "open space" into sellable real estate. In order for them to accomplish this we feel these proposed changes, especially those surrounding the present functional drainage of these properties, will most certainly impact the value of the neighboring homeowner's property. To date, many of the interested homeowners have been unsuccessful in having their concerns and questions answered. Listed below are our outstanding issues pertaining to their proposal:

1. The Green wing Teal Lane homeowners have heard that the POA is going to re-direct the functional drainage easement next to Lot 49D. We believe this is being done to increase the acreage and sale ability of the proposed lot, and at the same time, very well may de-value the neighboring lot.
2. We have heard that the POA is going to re-direct the functional drainage easement next to lot 54D "because the drainage easement goes through the center of the proposed lot. " We believe this is being done to increase the acreage and sale ability of the lot and at the same time, may very well de-value the neighboring lot.
3. We have heard that the POA may convert the open drainage swale at the upper end of the street to an in- ground drainage easement with a catch basin. We have reviewed our covenants and restrictions of our community and find that no planting or material can be done which may change the direction of the flow of water and can only be done if necessary to maintain reasonable standards of health, safety and appearance. Additionally one wonders why you would change what is presently working.
4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.
5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability.
6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.







## Wetland Delineation of

### *Pawleys Plantation* Phase 2 - Lots 48A & 53A

Georgetown County, South Carolina  
portions of TMS# 04-0418-014-00-00

#### Notes

1. Potential wetland/non-wetland areas depicted here on have not been verified by the US Army Corps of Engineers. Areas depicted as wetlands were identified using the 1987 Wetland Delineation Manual in conjunction with the Atlantic and Gulf Coastal Plain Region Supplement. Prior to any land disturbing activities, a final jurisdictional determination should be obtained from the US Army Corps of Engineers.
2. Boundary information taken from Georgetown County GIS/Tax Parcel information.
3. Onsite inspection was conducted on 2-24-17.

#### Legend

##### Line Legend

- Boundary (surveyed)
- Boundary (not surveyed)
- Adjacent Boundary
- Right of Way
- Tributary
- Non-Aquatic Feature
- Dirt Road
- Bulkhead

##### Hatch Legend

- Wetland
- Waters
- Critical Area/Section 10

##### Symbol Legend

- Data Point
- Photo Point
- Property Corner

Prepared For  
Job #  
Date

Pawleys Plantation POA  
01742-17010  
2-22-17

#### Graphic Scale

100' SCALE IN FEET 0 100'

the  
**BRIGMAN**  
**COMPANY**

wetland consulting - forest management - land surveying

P.O. Box 1532 - Conway, SC 29528 - p(843) 248-9388 f(843) 248-9596



Pawleys Plantation  
Property Location  
AMPD 6-17-18572

## Legend

### Streets

— <all other values>

### MaintainedBy

County

Private

State

Pawleys Plantation

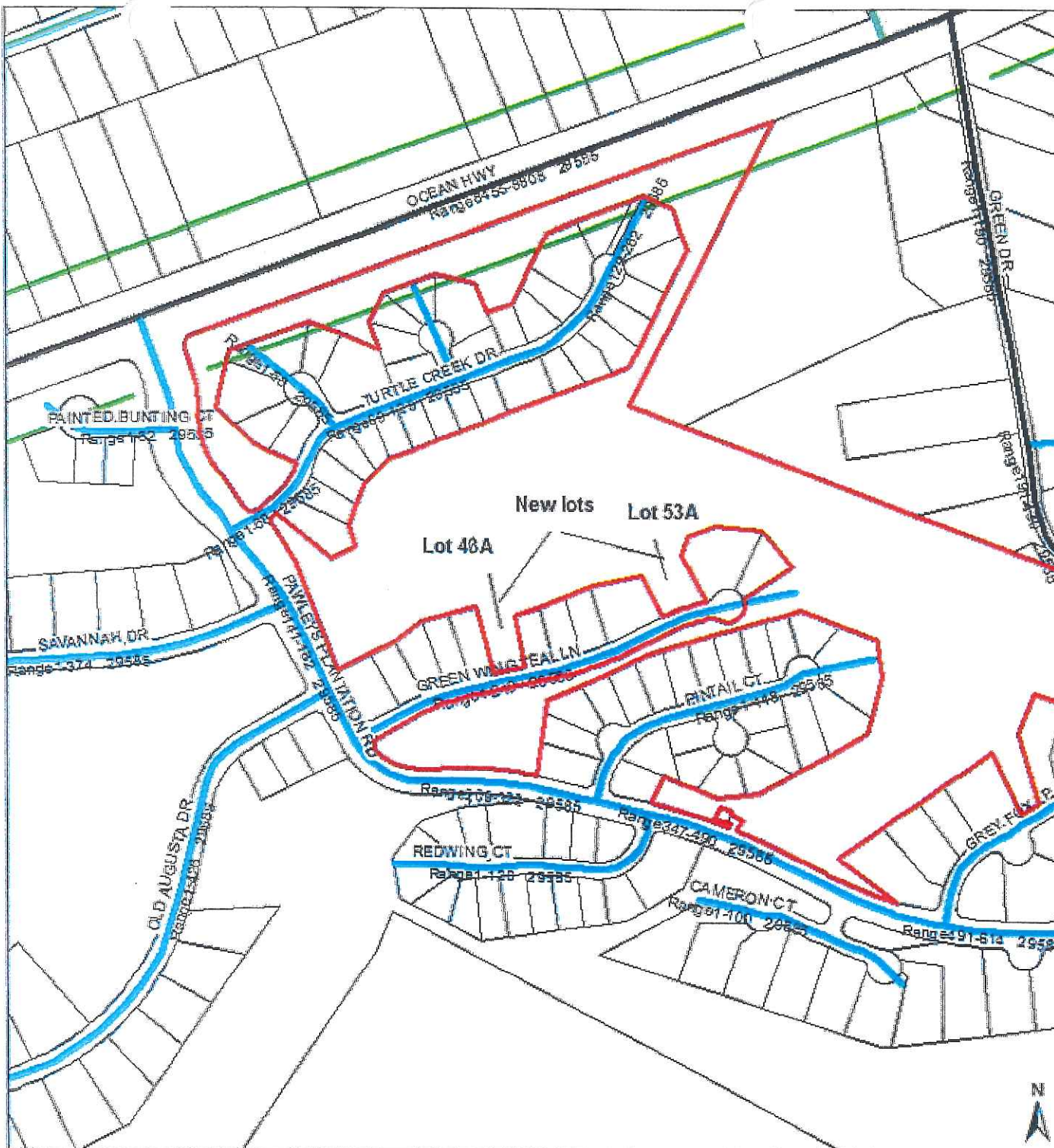
Lot Lines

Railroads

Landmarks

90' setback

Municipalities

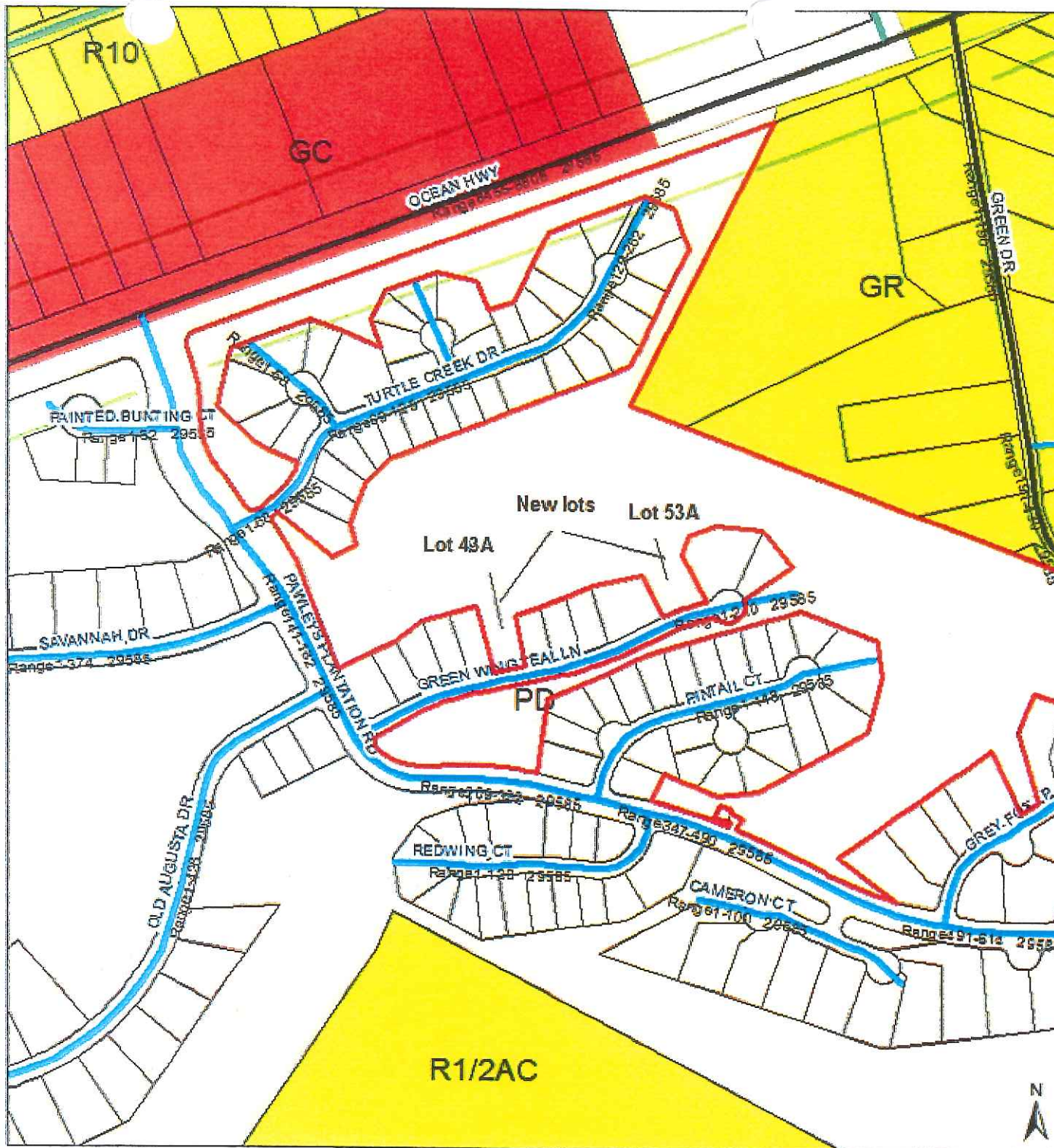


0 112.5 225 450 675 900 Feet

**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



**Pawleys Plantation  
Property Zoning  
AMPD 6-17-18572**



0 112.5 225 450 675 900 Feet

**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



Pawleys Plantation  
Property Aerial  
AMPD 6-17-18572

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Pawleys Plantation

Lot Lines

Railroads

Landmarks

90' setback

sde.SDE.Imagery2017Med

RGB

Red: Band\_1

Green: Band\_2

Blue: Band\_3

Municipalities

0 112.5 225 450 675 900 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.





### **NOTICE OF PUBLIC HEARING**

The Planning Commission will consider a request from Pawleys Plantation Property Owners Association to amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. The PD is located east of Ocean Hwy approximately 557 feet south of Hagley Drive in Pawleys Island. TMS# 04-0418-014-00-00. Case Number AMPD 6-17-18572.

The Planning Commission will be reviewing this request on **Thursday, August 17, 2017 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

*Georgetown County Planning Commission*

*PO Drawer 421270*

*Georgetown, South Carolina 29442*

*Telephone (843) 545-3158*

*Fax (843) 545-3299*

*E-mail: [tcoleman@gtcounty.org](mailto:tcoleman@gtcounty.org)*

## **Tiffany Coleman**

---

**From:** Brenda Logan <Brenda@Logan.com>  
**Sent:** Monday, September 18, 2017 9:17 PM  
**To:** Tiffany Coleman  
**Subject:** Planning Commission

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

TMS 04-0418-014-00-00  
Case AMPD 6-17-18572

The proposed "added" lots 48A and 53A in Pawleys Plantation are WETLANDS. They should NEVER be developed in any way. Please deny this petition and help preserve the small amount of wetlands remaining here. This petition is a frivolous, fraudulent, unnecessary and destructive idea. I strongly protest.

Brenda Logan  
62 Turtle Creek Drive  
Pawleys Island, SC 29585

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

If the Planning Board allows the Pawley's Plantation POA to add 2 buildable lots to the PUD, a number of concerned homeowners believe it will affect some individual homeowners through their actions because of the changes they plan for the 2 lots. They have proposed to change these 2 lots from "open space" into sellable real estate. In order for them to accomplish this we feel these proposed changes, especially those surrounding the present functional drainage of these properties, will most certainly impact the value of the neighboring homeowner's property. To date, many of the interested homeowners have been unsuccessful in having their concerns and questions answered. Listed below are our outstanding issues pertaining to their proposal:

1. The Green wing Teal Lane homeowners have heard that the POA is going to re-direct the functional drainage easement next to Lot 49D. We believe this is being done to increase the acreage and sale ability of the proposed lot, and at the same time, very well may de-value the neighboring lot.  
Redirecting or relocating the swale on the parcel between lots 48D and 49D is not feasible. The plan is to install catch basins on either side of the street and drain storm water to an adjacent pond across from the proposed lot. There location of the catch basins will have no impact on the value of the neighboring lots.
2. We have heard that the POA is going to re-direct the functional drainage easement next to lot 54D "because the drainage easement goes through the center of the proposed lot. " We believe this is being done to increase the acreage and sale ability of the lot and at the same time, may very well de-value the neighboring lot.  
Pending a survey, we anticipate creating a 15-foot drainage easement incorporating the existing swale. There may be a need to do some minor work to straighten it for appearance and so that it can more easily be maintained. Again, there will be no devaluation of the property values of the adjacent lots.
3. We have heard that the POA may convert the open drainage swale at the upper end of the street to an in- ground drainage easement with a catch basin. We have reviewed our covenants and restrictions of our community and find that no planting or material can be done which may change the direction of the flow of water and can only be done if necessary to maintain reasonable standards of health, safety and appearance. Additionally one wonders why you would change what is presently working.  
The swale in question is the swale discussed in Paragraph 1. The Covenants and Restrictions reference is to an Article in that document that prohibits home owners from interfering with storm water drainage in a drainage easement along their property line. It does not preclude the POA eliminating a swale and replacing it with an alternative drainage system. Also, there is no easement associated with this swale.



4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.  
According the engineering company that performed the last survey of Pawleys Plantation, there are more than 62 acres of open space in the community; of that 27 acres belong to the POA. These numbers were reported to County Planning. The acreage of the two parcels is 0.54 acres, less than one percent of the total. The POA Board has no knowledge of the referenced 1988 property report.

The other eight parcels, 0.4 acres total, are 15-ft wide strips between individual lots which the POA wishes to deed to an adjacent lot owner(s). Planning has determined that deeding these spaces will constitute minor revisions to the PD.

5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability.  
The application submitted to County Planning states that these are to be Patio lots. The parcels are 0.25 and 0.29 acres, both too small for an Estate lot.
6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.  
Rough estimates of the associated expenses have been made but until the County has ruled on our application the Board is reluctant to expend funds on consultant fees to explore and price options. Once this done, expenditures approved by the Board will be recorded in the minutes of the meeting at which they were approved, as have all expenditures to-date.

Owners of adjacent lots have suggested they may wish to buy all of a portion of the potential lot adjacent to their property. Otherwise, there have no offers to sell, no offers to purchase, and there are no agreements or contracts.



Ms. Jenifer K. Lachicotte  
10555 Ocean Highway, Suite C  
Pawleys Island, South Carolina 29585

October 18, 2017

Mr. Steve Goggans  
P. O. Box 1859  
Pawleys Island, SC 29585

Dear Mr. Goggans,

I appreciate your time and attention regarding Pawleys Plantation Property Owners Association's plan (PP POA) to rezone a currently designated "green/open space." I purchased Lot #48 on Green Wing Teal in November 2016 to build my forever home. The green/open space to the north was a major consideration for purchasing this 1/5 of an acre. This space was to be the perfect backdrop for my modest low country home with a sleeping porch. I was assured during the real estate transaction that the golf course owned the adjoining lot as green/open space. To verify this information I did a county tax record search. To date, "[qPublic.net](#)" for Georgetown County Tax Record Search lists the owner of these green/open/wetland spaces as Founders National Golf LLC. There is no online documentation that these 2 proposed lots were ever deeded to PP POA.

As a property owner in a Plan Development, I am committed to supporting the Covenants and Restrictions set forth by the board. In August 2017, the board sent out a proxy to the homeowners to change the rules allowing them to sell the 2 proposed lots. The residents, whose assessments were significantly increased after Hurricane Matthew, approved this proxy. The POA has been asked on several occasions to provide receipts for maintenance as well as a drainage proposal for these two lots. No documentation has ever been provided to the homeowners.

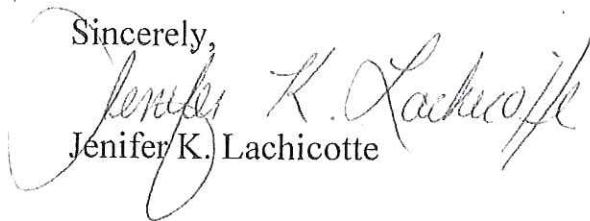
These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with \$20,000 for my current rental home, which could be applied towards my mortgage payments.

Throughout these proceedings, you will hear about drainage issues and how these two lots will challenge an already compromised drainage system. While this is true, the major issue is a promise broken by the POA. This amended promise has caused an undue financial and emotional hardship.

I have attached an editorial by Charles Swenson with the Coastal Observer with which I wholeheartedly agree.

You may contact me at [jlachicotte@gmail.com](mailto:jlachicotte@gmail.com) or 843-240-9060.

Sincerely,

A handwritten signature in cursive script, reading "Jennifer K. Lachicotte". The signature is fluid and elegant, with the first name "Jennifer" being the most prominent part of the script.

Jenifer K. Lachicotte

October 3, 2017

Dear

*Mr. Steve Goggans*

Thanks for taking the time to read my letter. I had some things for you to think about and didn't want to take floor time at the meeting. This is in regards to our POA at Pawley's Plantation asking your group for approval to amend the PUD to add an additional 2 single family lots to the PD.

We bought our property in 1988. The lot offered us privacy and a lovely view of the golf hole #3 across the lake. The property adjacent to my lot was "wetlands/open space" never to be built on, as stated by a Pawley's Plantation representative at the time of our purchase. We liked it here so much we bought the lot to the right of our home.

Since then over the 20 years or more we have lived here, the Plantation has been sold twice, once to Myrtle Beach National and then to the Founders Group ( Chinese investors). The POA acquired for a small fee 15 "open spaces" from which 8 "open spaces" (15 feet each) were to be deeded to the adjacent home or lot owner for no fee, and 2 "open spaces" were to be converted into buildable lots. Both these lots are on the street where we reside. The "open space" next to my property not only became NOT wetlands nor "open space" but a buildable lot. We felt strongly, that if this lot was built on, it would have effect on our ongoing drainage issues due to the loss of the undeveloped land and tree absorption of storm rains. I hope you can see that a small thing to some folks could very well be a major loss in property value to my family.

I could go on about my three sons and grandkids raised here, learning golf here and counseling them at the "Noble House" during porch time with dad/granddad. Under the circumstances I'm not sure they would want to deal with it when my wife and I are gone, and at 85 I'm not happy about starting over.

Additionally, I understand you are being asked to "redo the PUD" as noted in the planning meeting by one of the members .It has also been noted that redoing a PUD after being unchanged for over two decades could have unintentional consequences without a vetting. Recently it was quoted to us in a POA letter "it would be a major change to our planned development".

In 1988, when we signed our contract, we read that 7.4 % of the land was set aside as "open space" as desired by the developer. I now can't help but wonder what the percentage of "open space" would be after the POA gets rid of the eight "open spaces" and converts the other two "open spaces" to patio size buildable lots, each one with adjacent important drainage easements at one side of the respective property line. Would then our "open spaces" be purely what is presently developed "open space" (tennis courts, swimming pools, future dog park, golf course), and sadly now, very little natural "open space"?

I can only hope in your good conscience you will not allow this to happen.

Paul Noble

*Many Thanks*

*Paul Noble*



Lady and Gentlemen,

I am here representing the Pawleys Plantation Property Owners Association soliciting your approval of Ordinance No. 2017-23 a request to change the land use designation of two parcels on Green Wing Teal Lane in Pawleys Plantation from Open Space to single family housing.

I would like to add some comments to Paragraph 3 and Paragraph 12 of the Points to Consider section of the Agenda Request Form.

Paragraph 3 states in part that the POA wishes to provide additional income to be used for maintenance elsewhere on the property. In October last year, Hurricane Matthew left us with a \$200,000 storm clean-up bill. Because we are a gated community, we got no help from FEMA. The money for this came from the Association's Reserve Account, depleting the account by some 30 percent. As a result, the dues assessment for each property owner was increased this year to rebuild the reserves over the next five to seven years to a level recommended by a reserve study conducted in 2006. The estimated net proceeds from the sale of these two lots would replace some 60 to 70 percent of this cost and relieve the 631 property owners of the majority of the dues increase or at least allow it to be removed earlier. As stated in Paragraph 9, in a special meeting of the POA membership held on August 28 of this year, 80 percent of the quorum voted in favor of allowing the sale of these parcels.

Paragraph 12 alludes to comments by four homeowner's concerns about potential impact on existing drainage problems and the minutes of the Planning Commission Meeting reflect that those concerns influenced the decision to deny the request. In the attachments there is a statement from Engineering and Technical Services stating that the only impact on the current drainage in Pawleys Plantation result from impervious surface associated with two additional home sites. To put this in perspective, there are currently more than three miles of roadway and the impervious surface of 150 developed home sites, with 18 more to be developed, contribute storm water drainage to more than 11 acres of pond. The impervious surface is currently estimated to be more 600,000 square feet. The addition of two home sites with an estimated maximum combined 8,000 square feet of impervious surface will have insignificant impact on the existing storm water drainage.

In regard to the legal issues noted in the meeting minutes, Georgetown County Planning has already stated that the requested revision to the PD meets all legal requirements.

**NATE FATA, P.A.**  
ATTORNEY AT LAW

P.O. Box 16620  
THE COURTYARD, SUITE 215  
SURFSIDE BEACH, SOUTH CAROLINA 29587  
TELEPHONE (843) 238-2676  
TELECOPIER (843) 238-0240  
NFATA@FATALAW.COM

VIA EMAIL

December 12, 2017

Holly Richardson  
Georgetown County Planning  
P.O. Drawer 421270  
Georgetown, SC 29442  
[hrichardson@gtcounty.org](mailto:hrichardson@gtcounty.org)

Re: Paul & Joan Noble, 181 Green Wing Teal, Pawleys Island, SC 29585

Dear Ms. Richardson:

I represent Mr. and Mrs. Paul Noble ("Noble") who own a patio home in Pawleys Plantation. They purchased their property next to "Open Space" No. 10 in 1988. They have resided in their home since 1994. They object to any proposed modification of the Pawleys Plantation PUD that would allow the Pawleys Plantation Property Owners Association ("Association") to increase the density and create an improved lot from Common Area which was formerly designated as "Open Space" No. 9 and No. 10 on various plats. Any such modification will violate the controlling Covenants and Restrictions, and S.C. Code Ann. § 6-29-1145.

**1. The proposed modification violates S.C. Code Ann. § 6-29-1145 and the Covenants.**

**A. The Application is incomplete and should be denied.**

The applicant was to provide to the County a signed Deeds and Covenants Release Form pursuant to South Carolina Code Ann. § 6-29-1145. I did not see this executed form in the information I received. From what I received, it appears the submitted application is/was incomplete and does not comply with the statute.

**B. Open Space No. 9 and 10 are subject to a perpetual easement.**

Open Space No. 9 and 10 are subject to a perpetual easement. The Open Spaces have been part of the Common Area since 2010 when the Association received title to the property. My client's easement rights in the Open Spaces vested in 2010. Noble has the perpetual easement over Common Area such as this property. These easements rights cannot be extinguished by any

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 2

PUD change or covenant changes. Please see the Covenants, Article V, which provides, in pertinent part, "The portions of the Common Areas not used from time to time for roadway shall be for the common use and enjoyment of the members of the Association, and each member shall have a permanent and perpetual easement for pedestrian traffic across all such areas . . .". I am attaching a copy of the cited pages from the 2010 Second Amended Covenants and the 2016 Third Amended Covenants. We do not believe the Covenants were properly amended in 2016 or 2017.

**C. Any amendment to the Covenants requires approval by 67% of the total membership.**

Any purported August 2017 changes to the Covenants did not have the required votes. The required vote is 67% of the total membership and not 67% of a majority/quorum of members present at a meeting. The Covenants are clear: when mailing ballots it is the total membership that must be counted to determine 67%. The attached Association email dated August 8, 2017 acknowledges ballots were mailed. Any ballot mailing to change the Covenants requires 67% of the entire Membership. The Covenants Article XVIII, Section 2, provides, in pertinent part, "This Second Amended Declaration may be amended by an instrument signed by the representative of owners of not less than sixty-seven (67) percent of a quorum of the Membership. **In the case of a ballot by mail, a quorum shall constitute the full Membership of the Association.**" The language in the Third Amended Covenants is identical. Thus, a quorum in this instance of mailing the ballot to change the Covenants is the entire Membership and not a simple majority. The Association has not received 67% approval from the entire or full Membership. The full Membership of the Association equals at least 656 votes and is comprised as follows:

- 316 individual homes
- 42 villas in Masters Place
- 40 villas and condos in Pawleys Glen
- 28 villas and condos in Pawleys Glen II
- 104 condos in Weehawka Woods
- 28 villas in Wood Stork Landing
- 69 vacant lots (includes lots with homes under construction)
- 29 combined lots (lots that have been combined with another lot)
- 3 miscellaneous properties (vacant properties at the main entrance)

As the total Membership is at least 656 lot owners, at least 440 owners were needed to authorize any amendments to the Covenants. That did not occur. The proposed action to amend the Covenants by the Association has not been authorized.



**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 3

**D. Patio Home Restrictions preclude a home site.**

My clients have a patio home. Please see attached photos. The covenants for patio homes on Green Wing Teal require that windows be on just one side of the home and not looking into the windows of another patio home. It is impossible to construct a patio home on Open Space 10 without having windows either facing my clients' side wall window's or the side wall windows on the home to the left (south) of Open Space No. 10. In other words, no home can be placed on Open Space 10 with a side window wall. Any such construction will violate the applicable Covenants, Article VIII, and my client's reasonable expectation of privacy. I am enclosing a copy of the patio home covenant sections for your review.

**2. The proposed modification will exacerbate existing drainage issues.**

The homes along Green Wing Teal Street already suffer from drainage issues. A large lake is in back of my clients' home and a pond is on the other side of Green Wing Teal, further up the street. In part, Open Space 10 provides an outfall for the large pond directly behind it. Increasing the impervious area of the Open Spaces with a home will only exacerbate the already existing poor drainage conditions, causing damage to my clients and other homeowners.

**3. The proposed modification is premature as no U.S. Army Corp wetlands delineation approval has been received.**

Although the Brigman wetland delineation is not authoritative, it does confirm the existence of wetlands. Due to the wetlands on Open Space 9 and 10, no action should be taken by County Council until it has been informed of the U.S. Army Corps' position. It is likely the U.S. Army Corps will differ significantly in its delineation of wetlands on the subject Open Spaces.

**4. The proposed modification will unnecessarily increase density.**

The existing density of this 30 year old neighborhood should not be changed. The assessment for Hurricane Matthew cleanup has already occurred and selling unimproved lots will not eliminate the assessment. Increasing density for this well-established community and decreasing green space will create more drainage issues, destroy wetlands and destroy privacy safeguards for this patio home street.

Since 1994, my clients have resided next to Open Space No. 10 with the reasonable expectation that it would not be developed and that the density on their street would not be increased by nearly 20%. The proposed change is an impermissible deviation from the PUD that should be denied.

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 4

I look forward to seeing County Council on Tuesday evening to further address my clients' objections to this proposed change in the PUD.

With best regards, I remain

Very truly yours,  
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd  
Wesley Bryant, Esq.



**COPY**

Approved  
5/2010

✓ XX  
✓ XXII

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

**COVENANTS AND RESTRICTIONS**

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201000005451  
Filed for Record in  
GEORGETOWN SC  
WANDA PREVATTE, REGISTER OF DEEDS  
06-15-2010 At 02:43 pm.  
REST COVE 53.00  
Book 1494 Page 1820- 234

Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

Homesite, a townhouse villa and a condominium shall be defined for purposes of this Second Amended Declaration to have the same voting rights as a Lot.

**Section 9 – “Lot Improvements”** shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

**Section 10 – “Member”** shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

**Section 11 – “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**Section 12 – “Patio Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

**Section 13 – “Properties”** shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Second Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Second Amended Declaration.

**Section 14 – “Setback”** shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

**Section 15 – “Setback Line”** shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

**Section 16 – “Special Assessment”** shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Second Amended Declaration.

**Section 17 – “Structure”** shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

**Section 18 – “Subsequent Amendment”** shall mean an amendment to this Second Amended Declaration which may add property to this Second Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Second Amended Declaration.

**Section 19 – “Voting Member”** shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Second Amended Declaration. With respect to election of Directors to the Board of Directors of the Association, each Voting Member shall be entitled to cast one (1) equal vote for each directorship to be filled, as more particularly described in the Amended By-Laws.

## ARTICLE II

### Property Subject to this Second Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.

**Section 1 – Existing Property.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Second Amended Declaration, and within the jurisdiction of the Association is located in Georgetown County, South Carolina, and is described in the attached Exhibit “A”.



not absolutely prohibit the construction of docks and decks over the wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;

(b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Written approval of any local, state or federal governmental departments or agencies which have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

**Section 3 – Maintenance of Dock and/or Deck.** All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions shall be at the expense, solely, of the Owner in question.

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

**Section 1 – Maximum Permissible Lot Area of Dwelling.** The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

**Section 2 – Blank (Blind) Wall Requirements.** Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

**Section 4 – Easement for Adjacent Blank Wall.** There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

## **ARTICLE IX**

### **Covenant for Maintenance Assessments**

**Section 1 – Creation of the Lien and Personal Obligation of Assessments.** The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Lot as herein provided.

**Section 3 – Capital Improvements.** Funds necessary for capital improvements and other designated purposes relating to the Common Areas under the ownership of the Association may be levied by the Association as special assessments upon the approval of a majority of the Board of Directors of the Association and upon approval by the Voting Members representing two-thirds of the Members of the Association voting at a meeting or by ballot as may be provided in the Amended By-Laws of the Association. The Board may levy a special assessment of no more than Five Thousand and No/100 (\$5,000.00) Dollars in full from the Membership or Five (5) percent of the annual budget, whichever is greater, without the approval of the Membership.

**Section 4 – Capital Contribution.** When Lot ownership transfers, the new Owner shall be assessed at closing an amount equal to one-sixth (1/6) of the Annual Assessment budgeted for that Lot and shall be designated as a Capital Contribution.

**Section 5 – Annual Assessments.** The Annual Assessments provided for in this Article IX commenced on the first day of January 1988, and have commenced on the closing of each Lot, whichever is later.

The Annual Assessments shall be payable in monthly installments, or in annual or quarterly installments if so determined by the Board of Directors of the Association. Each Lot shall be assessed an equal Annual Assessment.

**Section 2 – Amendment.** The Covenants and Restrictions of this Second Amended Declaration shall run with and bind the land from the date this Second Amended Declaration is recorded. This Second Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Second Amended Declaration changes the rights and/ or obligations of the Golf Course Owner or the Developer hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

**Section 3 – Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Second Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Second Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 4 – Liability Generally.** The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

## ARTICLE XIX

### Amendment of Second Amended Declaration Without Approval of Owners

The Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Second Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Properties, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U. S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD and/or such corporation or agency and permit the Association to amend in accord with such letter.

No amendment made pursuant to this Section shall be effective until duly recorded in the Office of the Register of Deeds for Georgetown County.

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION  
ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

**COVENANTS AND RESTRICTIONS**

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## ARTICLE I

### Definitions

The following words and terms when used in this Third Amended Declaration, any further amended Declaration, or any further amendments or supplements thereto (unless the usage therein shall clearly indicate otherwise) shall have the following meanings:

**Section 1 – “Annual Assessments” or “Assessments”** shall mean an equal assessment established by the Board of Directors of the Association for common expenses as provided for herein or by a subsequent amendment that shall be used for the purpose of promoting the recreation, common benefit and enjoyment of the Owners and occupants of all Lots.

**Section 2 – “Architectural Review Board” or “ARB”** shall mean and refer to that permanent committee of the Association that was created for the purposes of establishing, approving and enforcing criteria for the construction or modification of any building within the Properties, including, but not limited to Lot Improvements.

**Section 3 – “Association”** shall mean and refer to Pawleys Plantation Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

**Section 4 – “Common Area” or “Common Areas”** shall mean all the real property owned by the Association for the common use and enjoyment of the Owners. The Common Area presently owned by the Association is that real property that was conveyed to the Association by Quit Claim Deed and Agreement Between Pawleys Plantation Development Company and Pawleys Plantation Property Owners Association, Inc. (hereinafter “the First Quit Claim Deed”) dated July 11, 1996, and duly filed in the Georgetown County Clerk of Court’s Office on August 12, 1996, at Deed Book 715, Pages 103-120, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Second Quit Claim Deed”), dated December 13, 2010, and duly filed in the Georgetown County Clerk of Court’s Office on December 30, 2010, at Deed Book 1609, Page 279, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Third Quit Claim Deed”), dated August 3, 2012, and duly filed in the Georgetown County Clerk of Court’s Office on August 29, 2012, at Deed Book 1965, Page 249 that is included within the property described in the attached Exhibit “A.” The terms “Common Area” or “Common Areas” shall also mean any additional real property hereafter acquired by the Association for the common use and enjoyment of the Owners.

Further, the recording of and reference to the Quit Claim Deed shall not in and of itself be construed as creating any dedications, rights or easements (negative, reciprocal or otherwise), all such dedications, rights and/or easements being made only specifically by this Third Amended Declaration, any amendment or supplement hereto or any deed of conveyance from the Association, its successors or assigns.

**Section 5 – “Developed Lot”** shall mean and refer to a separately subdivided piece of land upon which improvements for residential dwelling purposes and any improvements related thereto are located.

**Section 6 – “Developer”** shall mean and refer to the original Developer of Pawleys Plantation, Pawleys Plantation Development Company, and to its successor in interest, Pawleys Plantation, LLC, and its successors and assigns.

**Section 7 – “Full-Home Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots that are intended for the construction of detached single-family, estate-size houses. All Full Home Homesites are designated per the Planned Use Development document on file with Georgetown County, South Carolina, as “estate” Lots.

**Section 8 – “Limited Common Areas”** shall mean any areas so designated either in this document or any subsequent document and shall mean and refer to certain portions of the Properties that are for the exclusive use and benefit of one or more, but less than all, of the Owners, and shall be available for use by other Associations, which may be established for the maintenance and regulation of developments within the Properties.

**Section 9 – “Lot”** shall mean and refer to any plot of land, with delineated boundary lines appearing on any recorded subdivision map of the Properties with the exception of any Common Area shown on a recorded map and any townhouse villa and condominium located within the Properties. In the event any Lot is increased or decreased in size by the annexation of any portion of an adjoining and abutting Lot or decreased in size by re-subdivision thereof to return to a previously annexed whole Lot to the status of a separate Lot, the same shall nevertheless be and remain a Lot for the purposes of this Third Amended Declaration. This definition shall not imply, however, that a Lot may be subdivided if prohibited elsewhere in this Third Amended Declaration. Except for the combining or uncombining of land Lots as defined in Article XI, Section 1, a Full-Home Homesite, a Patio Homesite, a townhouse villa and a condominium shall be defined for purposes of this Third Amended Declaration to have the same voting rights as a Lot.

**Section 10 – “Lot Improvements”** shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

**Section 11 – “Member”** shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

**Section 12 – “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**Section 13 – “Patio Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

**Section 14 – “Properties”** shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

**Section 15 – “Setback”** shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

**Section 16 – “Setback Line”** shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

**Section 17 – “Special Assessment”** shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

**Section 18 – “Structure”** shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

**Section 19 – “Subsequent Amendment”** shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

**Section 20 – “Undeveloped Lot”** shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

**Section 21 – “Voting Member”** shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

**Section 2 -- Violation of Parking Regulations in Common Areas.** Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

**Section 3 – Easements Appurtenant.** The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

**Section 4 – Public Easements.** Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

**Section 5 – Developer's Easement.** The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

**Section 6 – Maintenance.** The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

**Section 7 – Utility Easements.** Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

**Section 8 – Delegation of Use.**

(a) *Family.* The right and easement of enjoyment granted to every Owner in Section 1 of this Article V

appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

**Section 2 – Conditions of Limited Dock Construction.** The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;

(b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Written approval of any local, state or federal governmental departments or agencies that have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

**Section 3 – Maintenance of Dock and/or Deck.** All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions shall be at the expense, solely, of the Owner in question.

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

**Section 1 – Maximum Permissible Lot Area of Dwelling.** The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

**Section 2 – Blank (Blind) Wall Requirements.** Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to

prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

**Section 4 – Easement for Adjacent Blank Wall.** There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

## ARTICLE IX

### Covenant for Maintenance Assessments

**Section 1 – Creation of the Lien and Personal Obligation of Assessments.** The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.



(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

**Section 5 – Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

#### ARTICLE XIV

##### No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

#### ARTICLE XV

##### Financing Provision

**Section 1 – Books and Records.** Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

#### ARTICLE XVI

##### Rules and Regulations

**Section 1 – Compliance by Owners with The Association's Rules and Regulations.** Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

## ARTICLE XVII

### Binding Arbitration

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

## ARTICLE XVIII

### General Provisions

**Section 1 – Severability.** Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**Section 2 – Amendment.** The Covenants and Restrictions of this Third Amended Declaration shall run with and bind the land from the date this Third Amended Declaration is recorded. This Third Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Third Amended Declaration changes the rights and/or obligations of the Golf Course Owner or the Developer or their assigns hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

**Section 3 – Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Third Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Third Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 4 – Liability Generally.** The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

## ARTICLE XIX

### Amendment of Third Amended Declaration Without Approval of Owners

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation



From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

---

August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

*(Per Association)*  
Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

If you haven't already done so, please return your ballot/proxy promptly in the stamped envelope provided. The Board encourages you to vote IN FAVOR of the revision.

The first part of the paper discusses the importance of the study and the objectives of the research. It highlights the need for a comprehensive understanding of the subject matter and the role of the researcher in this process. The second part of the paper presents the methodology used in the study, including the data collection methods and the analysis techniques. The third part of the paper discusses the results of the study and the conclusions drawn from the findings. The fourth part of the paper discusses the implications of the study and the future research directions. The fifth part of the paper discusses the limitations of the study and the strengths of the research. The sixth part of the paper discusses the contributions of the study to the field of research. The seventh part of the paper discusses the ethical considerations of the study and the measures taken to ensure the integrity of the research. The eighth part of the paper discusses the acknowledgments of the study and the contributions of the participants. The ninth part of the paper discusses the references of the study and the sources of the information. The tenth part of the paper discusses the appendices of the study and the additional information provided.

















**NATE FATA, P.A.**  
ATTORNEY AT LAW

P.O. Box 16620  
THE COURTYARD, SUITE 215  
SURFSIDE BEACH, SOUTH CAROLINA 29587  
TELEPHONE (843) 238-2676  
TELECOPIER (843) 238-0240  
NFATA@FATALAW.COM

**VIA EMAIL**

December 12, 2017

Holly Richardson  
Georgetown County Planning  
P.O. Drawer 421270  
Georgetown, SC 29442  
[hrichardson@gtcounty.org](mailto:hrichardson@gtcounty.org)

Re: Jenifer Lachicotte, Lot 48 Green Wing Teal Lane, Pawleys Island, SC

Dear Ms. Richardson:

I represent Jenifer Lachicotte ("Lachicotte") who own Lot 48 in Pawleys Plantation. She purchased her property next to "Open Space" No. 9 in 2016. She objects to any proposed modification of the Pawleys Plantation PUD that would allow the Pawleys Plantation Property Owners Association ("Association") to increase the density and create an improved lot from Common Area which was formerly designated as "Open Space" No. 9 and No. 10 on various plats. Any such modification will violate the controlling Covenants and Restrictions, and S.C. Code Ann. § 6-29-1145.

**1. The proposed modification violates S.C. Code Ann. § 6-29-1145 and the Covenants.**

**A. The Application is incomplete and should be denied.**

The applicant was to provide to the County a signed Deeds and Covenants Release Form pursuant to South Carolina Code Ann. § 6-29-1145. I did not see this executed form in the information I received. From what I received, it appears the submitted application is/was incomplete and does not comply with the statute.

**B. Open Space No. 9 and 10 are subject to a perpetual easement.**

Open Space No. 9 and 10 are subject to a perpetual easement. The Open Spaces have been part of the Common Area since 2010 when the Association received title to the property. My client's



**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 2

easement rights in the Open Spaces vested in 2016. Lachicotte has the perpetual easement over Common Area such as this property. These easements rights cannot be extinguished by any PUD change or covenant changes. Please see the Covenants, Article V, which provides, in pertinent part, "The portions of the Common Areas not used from time to time for roadway shall be for the common use and enjoyment of the members of the Association, and each member shall have a permanent and perpetual easement for pedestrian traffic across all such areas . . .". I am attaching a copy of the cited pages from the 2010 Second Amended Covenants and the 2016 Third Amended Covenants. We do not believe the Covenants were properly amended in 2016 or 2017.

**C. Any amendment to the Covenants requires approval by 67% of the total membership.**

Any purported August 2017 changes to the Covenants did not have the required votes. The required vote is 67% of the total membership and not 67% of a majority/quorum of members present at a meeting. The Covenants are clear: when mailing ballots it is the total membership that must be counted to determine 67%. The attached Association email dated August 8, 2017 acknowledges ballots were mailed. Any ballot mailing to change the Covenants requires 67% of the entire Membership. The Covenants Article XVIII, Section 2, provides, in pertinent part, "This Second Amended Declaration may be amended by an instrument signed by the representative of owners of not less than sixty-seven (67) percent of a quorum of the Membership. **In the case of a ballot by mail, a quorum shall constitute the full Membership of the Association.**" The Third Amended Declaration contains the identical language. Thus, a quorum in this instance of mailing the ballot to change the Covenants is the entire Membership and not a simple majority. The Association has not received 67% approval from the entire or full Membership. The full Membership of the Association equals at least 656 votes and is comprised as follows:

- 316 individual homes
- 42 villas in Masters Place
- 40 villas and condos in Pawleys Glen
- 28 villas and condos in Pawleys Glen II
- 104 condos in Weehawka Woods
- 28 villas in Wood Stork Landing
- 69 vacant lots (includes lots with homes under construction)
- 29 combined lots (lots that have been combined with another lot)
- 3 miscellaneous properties (vacant properties at the main entrance)

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 3

As the total Membership is at least 656 lot owners, at least 440 owners were needed to authorize any amendments to the Covenants. That did not occur. The proposed action to amend the Covenants by the Association has not been authorized.

**2. The proposed modification will exacerbate existing drainage issues.**

The homes along Green Wing Teal Street already suffer from drainage issues. A large lake is in back of my client's lot and a pond is across the street on the other side of Green Wing Teal. In part, Open Space 10 provides an outfall for the large pond directly behind it. Increasing the impervious area of the Open Spaces with a home will only exacerbate the already existing poor drainage conditions, causing damage to my client and other homeowners.

**3. The proposed modification is premature as no U.S. Army Corp wetlands delineation approval has been received.**

Although the Brigman wetland delineation is not authoritative, it does confirm the existence of wetlands. Due to the wetlands on Open Space 9 and 10, no action should be taken by County Council until it has been informed of the U.S. Army Corps' position. It is likely the U.S. Army Corps will differ significantly in its delineation of wetlands on the subject Open Spaces.

**4. The proposed modification will unnecessarily increase density.**

The existing density of this 30 year old neighborhood should not be changed. The assessment for Hurricane Matthew cleanup has already occurred and selling unimproved lots will not eliminate the assessment. Increasing density for this well-established community and decreasing green space will create more drainage issues, destroy wetlands and destroy privacy safeguards for this patio home street.

My client purchased her lot next to Open Space No. 9 with the reasonable expectation that the "Open Spaces" would not be developed and that the density on her street would not be increased by nearly 20%. The proposed change is an impermissible deviation from the PUD that should be denied.

I look forward to seeing County Council on Tuesday evening to further address my client's objections to this proposed change in the PUD.

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 4

With best regards, I remain

Very truly yours,  
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd  
Wesley Bryant, Esq.





**COPY**

Approved  
5/2010

✓ XX  
✓ XXII

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

**COVENANTS AND RESTRICTIONS**

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Book 1494 Page 1820- 234

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Article XXII - The Association's Rights

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Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

Homesite, a townhouse villa and a condominium shall be defined for purposes of this Second Amended Declaration to have the same voting rights as a Lot.

Section 9 – “Lot Improvements” shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

Section 10 – “Member” shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

Section 11 – “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 12 – “Patio Homesites” shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

Section 13 – “Properties” shall mean and refer to the “Existing Property” described in Article II, Section I hereof, and any additions thereto as are or shall become subject to this Second Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Second Amended Declaration.

Section 14 – “Setback” shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

Section 15 – “Setback Line” shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

Section 16 – “Special Assessment” shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Second Amended Declaration.

Section 17 – “Structure” shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

Section 18 – “Subsequent Amendment” shall mean an amendment to this Second Amended Declaration which may add property to this Second Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Second Amended Declaration.

Section 19 – “Voting Member” shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Second Amended Declaration. With respect to election of Directors to the Board of Directors of the Association, each Voting Member shall be entitled to cast one (1) equal vote for each directorship to be filled, as more particularly described in the Amended By-Laws.

## ARTICLE II

### Property Subject to this Second Amended Declaration and Within the Jurisdiction of the Pawleys Plantation Property Owners Association, Inc.

Section 1 – Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Second Amended Declaration, and within the jurisdiction of the Association is located in Georgetown County, South Carolina, and is described in the attached Exhibit “A”.

not absolutely prohibit the construction of docks and decks over the wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;

(b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Written approval of any local, state or federal governmental departments or agencies which have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

**Section 3 – Maintenance of Dock and/or Deck.** All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions shall be at the expense, solely, of the Owner in question.

## **ARTICLE VIII**

### **Special Restrictions Affecting Patio Homesites**

**Section 1 – Maximum Permissible Lot Area of Dwelling.** The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

**Section 2 – Blank (Blind) Wall Requirements.** Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.



**Section 4 – Easement for Adjacent Blank Wall.** There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

## **ARTICLE IX**

### **Covenant for Maintenance Assessments**

**Section 1 – Creation of the Lien and Personal Obligation of Assessments.** The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Lot as herein provided.

**Section 3 – Capital Improvements.** Funds necessary for capital improvements and other designated purposes relating to the Common Areas under the ownership of the Association may be levied by the Association as special assessments upon the approval of a majority of the Board of Directors of the Association and upon approval by the Voting Members representing two-thirds of the Members of the Association voting at a meeting or by ballot as may be provided in the Amended By-Laws of the Association. The Board may levy a special assessment of no more than Five Thousand and No/100 (\$5,000.00) Dollars in full from the Membership or Five (5) percent of the annual budget, whichever is greater, without the approval of the Membership.

**Section 4 – Capital Contribution.** When Lot ownership transfers, the new Owner shall be assessed at closing an amount equal to one-sixth (1/6) of the Annual Assessment budgeted for that Lot and shall be designated as a Capital Contribution.

**Section 5 – Annual Assessments.** The Annual Assessments provided for in this Article IX commenced on the first day of January 1988, and have commenced on the closing of each Lot, whichever is later.

The Annual Assessments shall be payable in monthly installments, or in annual or quarterly installments if so determined by the Board of Directors of the Association. Each Lot shall be assessed an equal Annual Assessment.

**Section 2 – Amendment.** The Covenants and Restrictions of this Second Amended Declaration shall run with and bind the land from the date this Second Amended Declaration is recorded. This Second Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Second Amended Declaration changes the rights and/ or obligations of the Golf Course Owner or the Developer hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

**Section 3 – Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Second Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Second Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 4 – Liability Generally.** The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

## ARTICLE XIX

### Amendment of Second Amended Declaration Without Approval of Owners

The Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Second Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Properties, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U. S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD and/or such corporation or agency and permit the Association to amend in accord with such letter.

No amendment made pursuant to this Section shall be effective until duly recorded in the Office of the Register of Deeds for Georgetown County.

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

**COVENANTS AND RESTRICTIONS**

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## ARTICLE I

### Definitions

The following words and terms when used in this Third Amended Declaration, any further amended Declaration, or any further amendments or supplements thereto (unless the usage therein shall clearly indicate otherwise) shall have the following meanings:

**Section 1 – “Annual Assessments” or “Assessments”** shall mean an equal assessment established by the Board of Directors of the Association for common expenses as provided for herein or by a subsequent amendment that shall be used for the purpose of promoting the recreation, common benefit and enjoyment of the Owners and occupants of all Lots.

**Section 2 – “Architectural Review Board” or “ARB”** shall mean and refer to that permanent committee of the Association that was created for the purposes of establishing, approving and enforcing criteria for the construction or modification of any building within the Properties, including, but not limited to Lot Improvements.

**Section 3 – “Association”** shall mean and refer to Pawleys Plantation Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

**Section 4 – “Common Area” or “Common Areas”** shall mean all the real property owned by the Association for the common use and enjoyment of the Owners. The Common Area presently owned by the Association is that real property that was conveyed to the Association by Quit Claim Deed and Agreement Between Pawleys Plantation Development Company and Pawleys Plantation Property Owners Association, Inc. (hereinafter “the First Quit Claim Deed”) dated July 11, 1996, and duly filed in the Georgetown County Clerk of Court’s Office on August 12, 1996, at Deed Book 715, Pages 103-120, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Second Quit Claim Deed”), dated December 13, 2010, and duly filed in the Georgetown County Clerk of Court’s Office on December 30, 2010, at Deed Book 1609, Page 279, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Third Quit Claim Deed”), dated August 3, 2012, and duly filed in the Georgetown County Clerk of Court’s Office on August 29, 2012, at Deed Book 1965, Page 249 that is included within the property described in the attached Exhibit “A.” The terms “Common Area” or “Common Areas” shall also mean any additional real property hereafter acquired by the Association for the common use and enjoyment of the Owners.

Further, the recording of and reference to the Quit Claim Deed shall not in and of itself be construed as creating any dedications, rights or easements (negative, reciprocal or otherwise), all such dedications, rights and/or easements being made only specifically by this Third Amended Declaration, any amendment or supplement hereto or any deed of conveyance from the Association, its successors or assigns.

**Section 5 – “Developed Lot”** shall mean and refer to a separately subdivided piece of land upon which improvements for residential dwelling purposes and any improvements related thereto are located.

**Section 6 – “Developer”** shall mean and refer to the original Developer of Pawleys Plantation, Pawleys Plantation Development Company, and to its successor in interest, Pawleys Plantation, LLC, and its successors and assigns.

**Section 7 – “Full-Home Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots that are intended for the construction of detached single-family, estate-size houses. All Full Home Homesites are designated per the Planned Use Development document on file with Georgetown County, South Carolina, as “estate” Lots.

**Section 8 – “Limited Common Areas”** shall mean any areas so designated either in this document or any subsequent document and shall mean and refer to certain portions of the Properties that are for the exclusive use and benefit of one or more, but less than all, of the Owners, and shall be available for use by other Associations, which may be established for the maintenance and regulation of developments within the Properties.



**Section 9 – “Lot”** shall mean and refer to any plot of land, with delineated boundary lines appearing on any recorded subdivision map of the Properties with the exception of any Common Area shown on a recorded map and any townhouse villa and condominium located within the Properties. In the event any Lot is increased or decreased in size by the annexation of any portion of an adjoining and abutting Lot or decreased in size by re-subdivision thereof to return to a previously annexed whole Lot to the status of a separate Lot, the same shall nevertheless be and remain a Lot for the purposes of this Third Amended Declaration. This definition shall not imply, however, that a Lot may be subdivided if prohibited elsewhere in this Third Amended Declaration. Except for the combining or uncombining of land Lots as defined in Article XI, Section 1, a Full-Home Homesite, a Patio Homesite, a townhouse villa and a condominium shall be defined for purposes of this Third Amended Declaration to have the same voting rights as a Lot.

**Section 10 – “Lot Improvements”** shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

**Section 11 – “Member”** shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

**Section 12 – “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**Section 13 – “Patio Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

**Section 14 – “Properties”** shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

**Section 15 – “Setback”** shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

**Section 16 – “Setback Line”** shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

**Section 17 – “Special Assessment”** shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

**Section 18 – “Structure”** shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

**Section 19 – “Subsequent Amendment”** shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

**Section 20 – “Undeveloped Lot”** shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

**Section 21 – “Voting Member”** shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

**Section 2 -- Violation of Parking Regulations in Common Areas.** Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

**Section 3 -- Easements Appurtenant.** The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

**Section 4 -- Public Easements.** Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

**Section 5 -- Developer's Easement.** The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

**Section 6 -- Maintenance.** The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

**Section 7 -- Utility Easements.** Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

**Section 8 -- Delegation of Use.**

(a) *Family.* The right and easement of enjoyment granted to every Owner in Section 1 of this Article V

appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

**Section 2 – Conditions of Limited Dock Construction.** The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

- (a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;
- (b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and
- (c) Written approval of any local, state or federal governmental departments or agencies that have jurisdiction over construction in or near marshlands or wetlands must be secured.

Any alterations of the plans and specification or of the completed structure must also be submitted to the ARB in writing and the ARB's approval in writing must be similarly secured prior to construction, the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

**Section 3 – Maintenance of Dock and/or Deck.** All Owners who obtain permission and construct docks and/or decks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The ARB shall be the judge as to whether the docks and/or decks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. Where the ARB notifies a particular Owner in writing that said dock and/or deck fails to meet acceptable standards, the Owner shall thereupon remedy such condition with thirty (30) days to the satisfaction of the Association. If the Owner fails to remedy such condition in a timely manner, the Owner hereby covenants and agrees that the Association, upon the recommendation of the ARB, may make the necessary repairs to the dock and/or deck; however the Association, is not obligated to make such repairs or take such actions as will bring the dock and/or deck up to acceptable standards. All such repairs and actions to shall be at the expense, solely, of the Owner in question.

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

**Section 1 – Maximum Permissible Lot Area of Dwelling.** The first floor enclosed area of residences constructed on Patio Homesites may not exceed forty (40) percent of the entire area of the lot.

**Section 2 – Blank (Blind) Wall Requirements.** Residences constructed on Patio Lots must be constructed with a blank or "blind" wall on one side of the home. The location of the blank wall will be determined by the ARB. The wall shall be constructed so as to prevent any view or overview of the adjacent Lot from inside the residence.

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to

prevent any view from such porch, patio or deck of the Lot adjacent to the blank wall side of the residence. Patio Homes constructed adjacent to cul-de-sacs and those constructed on cul-de-sacs may require additional screening along the boundary lines opposite the blank wall and/or the rear property line to prevent the view of porches, patios or decks of adjacent properties. Screening requirements for each Lot Improvement will be determined by the ARB.

**Section 4 – Easement for Adjacent Blank Wall.** There shall be reserved a seven (7) foot easement along the boundary line of each Lot, opposite the boundary line along which the blank wall is constructed, for the construction, maintenance, and/or repair of the blank wall on the adjoining Lot. The use of said easement area by the adjoining Lot Owner shall not exceed a reasonable period of time during construction, nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, or repair of his home shall be replaced or repaired at the expense of said adjoining Lot Owner causing the damage.

## ARTICLE IX

### Covenant for Maintenance Assessments

**Section 1 – Creation of the Lien and Personal Obligation of Assessments.** The Association hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines imposed upon offenders for the violations of the rules and regulations of the Association.

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.



(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

**Section 5 – Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

#### **ARTICLE XIV**

##### **No Partition**

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

#### **ARTICLE XV**

##### **Financing Provision**

**Section 1 – Books and Records.** Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

#### **ARTICLE XVI**

##### **Rules and Regulations**

**Section 1 – Compliance by Owners with The Association's Rules and Regulations.** Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

## **ARTICLE XVII**

### **Binding Arbitration**

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

## **ARTICLE XVIII**

### **General Provisions**

**Section 1 – Severability.** Invalidity of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**Section 2 – Amendment.** The Covenants and Restrictions of this Third Amended Declaration shall run with and bind the land from the date this Third Amended Declaration is recorded. This Third Amended Declaration may be amended by an instrument signed by the representative of Owners of not less than sixty-seven (67) percent of a quorum of the Membership. In the case of a ballot by mail, a quorum shall constitute the full membership of the Association. Any amendment must be properly recorded. In the event that any amendment to this Third Amended Declaration changes the rights and/or obligations of the Golf Course Owner or the Developer or their assigns hereunder then the Golf Course Owner and/or Developer or their assigns must sign the amendment in order to evidence its approval and consent to the change(s).

**Section 3 – Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-seven (67) percent of the voting membership duly noticed and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Third Amended Declaration or the Article of Incorporation or Amended By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or persecuting any such proceeding unless authorized to do so by a vote of sixty-seven (67) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Third Amended Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad-valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Association or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 4 – Liability Generally.** The Association shall indemnify, defend and hold harmless the officers of the Association, the members of each of its committees, including but not limited to the ARB, from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Association or any of its committees or its members while acting on behalf of the Association and any of its committees, which acts are within the scope of their authority as members of the Association and any of its committees.

## **ARTICLE XIX**

### **Amendment of Third Amended Declaration Without Approval of Owners**

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation



From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

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August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

*(Perthamling)*  
Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

If you haven't already done so, please return your ballot/proxy promptly in the stamped envelope provided. The Board encourages you to vote IN FAVOR of the revision.



















