

Council Members

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

**County Administrator**

Sel Hemingway

County Attorney

Wesley P. Bryant

Clerk to Council

Theresa E. Floyd

January 22, 2019

5:30 PM

County Council Chambers

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

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Session - January 8, 2019**
- 6. CONSENT AGENDA**
 - 6.a Procurement #18-066, CERP Replacement of two (2) Ford Expeditions for Midway Fire/Rescue, FY19**
 - 6.b Private Ambulance Service Franchise - Renewal Applications & Mutual Aid Agreements**
 - 6.c County Council - Standing Committee Assignments**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
 - 8.a Foster Care Review Board 15-A**
- 9. RESOLUTIONS / PROCLAMATIONS**
- 10. THIRD READING OF ORDINANCES**
- 11. SECOND READING OF ORDINANCES**
- 12. FIRST READING OF ORDINANCES**
 - 12.a Ordinance No. 19-01 - To rezone approximately 16.36 acres located northeast of Highway 521 and north at its intersection**

with Indian Hut Road from 10,000 Square Feet Residential (MR-10) to Forest and Agriculture (FA).

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

15.a Recognition of Employee of the Quarter - 4th Quarter 2018

15.b Recognition of Volunteer of the Year for 2018

15.c Recognition of Employee Volunteer of the Year for 2018

15.d Recognition of Manager of the Year 2018

15.e Presentation of FY18 Comprehensive Annual Financial Report

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

17.a Legal/Personnel Issue

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 1/22/2019
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - January 8, 2019

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 - 1/8/19	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, January 8, 2019, at 5:30 PM in County Council Chambers located in the historic Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

Present:	Everett Carolina	Lillie Jean Johnson
	Ron Charlton	Louis R. Morant
	Steve Goggans	John Thomas

Staff:	Wesley P. Bryant	Jackie Broach-Akers
	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.

In an unprecedented situation involving the absence of a Chairman (former Chairman Johnny Morant's term ended on December 31, 2018), and Vice Chairman Austin Beard was not present due to illness. County Attorney, Wesley P. Bryant opened the meeting. Councilmember Ron Charlton gave an invocation, and all joined in the pledge of allegiance. County Administrator, Sel Hemingway was out-of-town, and also not in attendance.

ELECTION OF OFFICERS:

Mr. Bryant noted that pursuant to County Council's adopted Rules of Procedure, Georgetown County Council elects a Chairperson and Vice Chairperson during the first meeting in January following each General Election. Mr. Bryant stated that he would preside over the meeting until a Chairman was elected by the body, and the meeting would be handed over at that time.

Councilmember Lillie Jean Johnson moved to nominate Councilmember John Thomas to serve as Chairman. Councilmember Louis Morant seconded the motion. The floor was opened for discussion.

Councilmember Everett Carolina made a motion to place the name of Councilmember Ron Charlton in to consideration to serve as Chairman. The motion was seconded by Councilmember Ron Charlton.

According to the County Attorney, parliamentary procedure as outlined in *Roberts Rules of Order*, specify that motions to elect board officers cannot be amended; these motions should be voted on in the order that they are made. He opened the floor for further discussion, and being none, he called for the vote on the motion nominating Councilmember John Thomas to serve as Chairman.

In Favor:	Steve Goggans	Louis R. Morant
	Lillie Jean Johnson	John Thomas

Opposed:	Everett Carolina	Ron Charlton
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At this point, Mr. Bryant turned the meeting over to the newly elected Chairman, John Thomas.

Chairman Thomas moved to nominate Councilmember Lillie Jean Johnson to serve as Vice Chairperson. Councilmember Louis Morant offered a second. Upon a call for discussion, no discussion followed the motion.

In favor:	Everett Carolina	Lillie Jean Johnson
	Ron Charlton	Louis R. Morant
	Steve Goggans	John Thomas

OATH OF OFFICE:

Chairman John Thomas announced, for the record, that prior to this regular meeting of Council being called to order, the following newly elected and re-elected members of Council pledged an “Oath of Office” for the upcoming four-year term: Councilmember John Thomas, Councilmember Steve Goggans, and newly elected Councilmember, Louis Morant.

APPROVAL OF AGENDA:

Councilmember Ron Charlton moved for approval of the meeting agenda. Councilmember Steve Goggans seconded the motion. There was no discussion on the motion.

In favor:	Everett Carolina	Lillie Jean Johnson
	Ron Charlton	Louis R. Morant
	Steve Goggans	John Thomas

PUBLIC COMMENTS:

Prior to public comments, Councilmember Steve Goggans disclosed a conflict of interest pertaining to Ordinance No. 2018-40. Due to individuals that had signed up to comment on this issue, Councilmember Goggans requested to be recused from this portion of the meeting. Councilmember Goggans was not present in County Council Chambers during the public comments.

George Redman

Mr. Redman, an attorney for the Bellamy Law Firm, representing the Gulf Stream Café spoke in opposition of a proposed amendment to the Marlin Quay Planned Development (Ordinance No. 2018-40). He said the Gulf Stream Café is one of four members of the Planned Unit Development (PUD), and his comments were in a defensive posture to prevent the proposed redevelopment of the Marina Store/Restaurant (significantly larger than the previous facility) from imposing on a court order and recorded easement pertaining to the parking lot shared by the businesses. He said the parking needs analysis made by the County’s planning staff pertain only to the new building, and disregard the shared use of existing parking as well as concerns voiced by other parties in this Planned Development.

Fred Williams

Mr. Williams, President of the West End Citizens Council, voiced concern regarding issues surrounding a member of County Council pertaining to violation of residency requirements. He said the group hoped to bring clarity to concerns over the violation of this requirement, which exists and applies to each and every member of County Council. Georgetown County’s ordinance states the one must reside in his/her district during the election and also the duration of his/her council term. The council district Mr. Beard represents has been “grossly neglected”, and it was the hope of these groups that he recuse himself from Council business going forward.

Marilyn L. Hemingway

Ms. Hemingway congratulated the newly elected officers, and newly elected Councilmember, Louis Morant, sworn into his first term prior to this meeting. Ms. Hemingway noted that she resides in County Council District 2, represented by Councilmember Ron Charlton, who has always acknowledged her concerns in a professional, fair, and reasonable manner. As a resident of Georgetown County, and taxpayer, she expressed expectations to County Council regarding their leadership as fair, accountable, and transparent. Additionally, as CEO of the Gullah Geechee Chamber of Commerce, with a mission of profitability and sustainability for African American Businesses, and businesses that support businesses in the Gullah Geechee Corridor, Ms. Hemingway noted that County Council will be seeing more of her in the future and she looked forward to working with them.

Janette Graham

Ms. Graham congratulated the newly elected officers of County Council. She said that as a citizen of Georgetown County, the West End, and a taxpayer, she was concerned over recent unsettling news pertaining to a member of Georgetown County Council involving allegations that he does not reside in the council district he was elected to represent. She said that anyone can rent a post office box; however, every member of County Council should have a physical address that is made known and available to their constituents.

Wesley Gibson

Mr. Gibson spoke on behalf of the "Citizens for Progress" voicing concerns on behalf of the group that Council member James Austin Beard "fraudulently" stated that he lived in the Council District that he was elected to represent, however, information has been collected that disputes this. A packet of compiled information was mailed to each member of County Council, the media, and also County Administrator, Sel Hemingway. Mr. Gibson said that some members of County Council must have been aware of the situation regarding Mr. Beard's residence prior to the information being made public, and indicated his disappointment that no one came forward about this. He asked Chairman John Thomas to ask Councilmember Beard to step down, and call for an investigation by State Law Enforcement. Mr. Gibson stated that he and others were watching, and this was only the "tip of the iceberg".

Marvin Neal

Mr. Neal offered congratulations to newly elected Chairman John Thomas, and his newly elected Council representative, Louis Morant. Mr. Neal noted that he was speaking on behalf of the NAACP, regarding a complaint that had been filed against Councilmember Austin Beard. Mr. Neal said that based on information collected, Mr. Beard is in violation of Georgetown County's ordinance that required council members to reside within the district he/she is elected to represent. This does not appear to be the case for Councilman Beard. Mr. Neal said Georgetown County Council needs to follow its own ordinance, and make a determination if a violation has taken place. If so, Mr. Beard must resign from his office, and a special election should be held to fill his vacant seat. This appears to be a situation of "taxation without representation". All taxpayers of this County deserve to have true and fair representation.

Dan Stacy

Mr. Stacy offered congratulations to each new member of Council sworn into a new position. As a representative of the property applicant for the Marlin Quay Marina re-development (Ordinance No. 2018-40), Mr. Stacy said he had noticed several inconsistencies over the past three years. The County's planning staff has consistently approved proposed plans; the Planning Commission has consistently approved the plan; and the Zoning Board has consistently approved the plan. He pointed out that this project must meet certain codes in order to be rebuilt. He stated that those opposing this project

consistently provide “misinformation”, and consistently threaten County Council. He said the threat of litigation is not a valid method to use in zoning the land in Georgetown County.

Mark Lawhon

Mr. Lawhon said he had been coming here for the past three years regarding this same project (Ordinance No. 2018-40). He said the information from those opposing this development project is all “smoke and mirrors”. These individuals want County Council to believe that the plan includes a huge building, when in reality is a “small little pie wedge” of 15 feet on one end and approximately 23 feet on the other. The proposed marina store/restaurant will have the same number of seats as before, the same hours of operation as before, and serve the same food as before. Mr. Lawhon said once the previous building was torn down; he was sued to stop reconstruction. He said that he has been bullied, and County Council has been bullied; this is a “David and Goliath” story. His parents were honest, hardworking people, and they taught him to be fair, honest, and straight forward. He has been married to the same woman for 30 years, and would spend every dime to defend what is rightfully his.

MINUTES:

Regular Council Session – December 11, 2018

Councilmember Steve Goggans moved to approve the minutes of the December 11, 2018 meeting (including a change to on page 6). Councilmember Lillie Jean Johnson seconded the motion. Chairman Thomas called for discussion on the motion, and there was none.

In Favor:	Everett Carolina	Lillie Jean Johnson
	Ron Charlton	John Thomas
	Steve Goggans	

Abstained: Louis R. Morant

CONSENT AGENDA:

No reports.

ORDINANCES-Third 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

Chairman John Thomas moved for third 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 Ron Charlton offered a second on the motion. Upon a call for discussion from the Chairman, no discussion occurred.

In Favor:	Ron Charlton	Louis R. Morant
	Lillie Jean Johnson	John Thomas

Opposed: Everett Carolina

Absent: Steve Goggans

ORDINANCES-Second Reading:

No reports.

ORDINANCES-First Reading:

No reports.

BIDS:

No reports.

REPORTS TO COUNCIL:

Recognition Employee of the Quarter – 4th Quarter

This report was deferred to the 1/22/19 meeting.

Recognition – Manager of the Year 2018

This report was deferred to the 1/22/19 meeting.

Recognition – Volunteer of the Year 2018

This report was deferred to the 1/22/19 meeting.

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.

Being no further business to come before County Council, Chairman John Thomas called for a motion to adjourn the meeting. Councilmember Charlton so moved and the meeting was adjourned at 6:13 PM.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 1/22/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #18-066, CERP Replacement of two (2) Ford Expeditions for Midway Fire/Rescue, FY19

CURRENT STATUS:

The vehicles being considered for replacement are part of the previously approved Capital Equipment Replacement Plan (CERP) annual assessment and review process. Midway Fire/Rescue have two 2012 Ford Expeditions up for replacement. The VIN numbers are 1FMJU1G55CEF41340 and 1FMJU1G59CEF41339.

POINTS TO CONSIDER:

1) Procurement of this unit will utilize the HGAC cooperative purchasing program, under the Purchasing Ordinance (2008-09):

Sec. 2-75. Cooperative Purchasing Agreements

Independent of the requirement of sections 2-48, 2-51, 2-53 through 2-55, and 2-77 of this manual, and as prescribed in Title 11, Chapter 35, Article 19, Section 11-35-4610 and 4810 of the State Consolidated Procurement Code, the Purchasing Officer may procure items, to include but not limited to supplies, equipment or services through cooperative purchasing agreements with an external procurement activity.

2) A quote of \$95,823.00 was received from Sam Pack's Five Star Ford of Carrollton, TX using the HGAC Cooperative pricing for the two (2) Expeditions.

3) The County has used this vendor in the past for these purchases and staff are always happy with the delivered units received. The vendor is familiar with Midway Fire's upfitting needs for their vehicles and is familiar with our Midway Fire upfitting vendor, West Chatam Warning Devices.

FINANCIAL IMPACT:

The funds for these vehicles are available in 499.903-50713 and these vehicles are fully funded. They will be a cash purchase.

OPTIONS:

1) Award a purchase Order to Sam Pack's Five Star Ford of Carrollton, TX in the amount of \$95,823.00 for the two Ford Expeditions as specified. The County will be responsible for an additional \$500.00 Infrastructure Maintenance Fee per vehicle paid directly to the State

2) Decline to award.

STAFF RECOMMENDATIONS:

The vehicle type, specifications and requirements were determined by Midway Fire/Rescue, working with the Purchasing Office utilizing the cooperative vehicle awards available to the County. The 2018 Ford Expedition was determined to be the best suited for County applications, and the HGAC Contract award was the best delivery method for cost. Staff recommendation is to award a purchase order to Sam Pack's Five Star Ford in the amount of \$95,823.00

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ 18-066 HGAC Quote	Cover Memo
▣ 18-066 West Chatham Quote	Cover Memo
▣ 18-066 Recommendation for Expeditons	Cover Memo
▣ 18-066 Bid Solicitation	Cover Memo
▣ 18-066 2019-00000360 DRAFT PO	Cover Memo
▣ 18-066 Upfitting PO#2019-00000361	Cover Memo



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

VE11-15

Date
Prepared:

9.3.18

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MIDWAY FIRE RESCUE	Contractor:	Sam Pack's Five Star Ford
Contact Person:	J.CARR GILMORE	Prepared By:	KEVIN MNOORE
Phone:	843-545-3627	Phone:	214-837-7018
Fax:		Fax:	
Email:	cgilmore@gtcounty.org	Email:	

Product Code:	E17	Description:	2018 U1F Ford Expedition 4X2 XL 3.5 V-6 10-Speed Auto Transmission
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:			34745

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Power Windows/Locks	Included	AM/FM Stereo	included
Cruise Control	Included		
60/40 Power Fold 3rd Row (87p)	Included		
UP GRADE FROM U1F TO U1H	3600		
SYNC SYSTEM	Included		
REAR VIEW CAMERA	Included		
CLOTH INTERIOR	Included		
100AS TO 101A UPGRADE	830		
200A TO 201A UPGRADE	1485	Delivery Charges - 2.75per mile x 1152 miles	3168
4X4 OPTION UIJ	3010		
76A CARGO PKG	285	Subtotal From Additional Sheet(s):	
3.5L ECO BOOST V6 ENGINE	Included	Subtotal B:	12378

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2019 PRICE INCREASE	786		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	786

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	47909	=	Subtotal D:	95818
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
FLOOR PLAN/INTREST X 2	656	SAM PACK DISCOUNT FOR DROPSHIP	-1251
		Subtotal F:	-595

Delivery Date: **G. Total Purchase Price (D+E+F):** 95823

WEST CHATHAM WARNING DEVICES-LEXINGTON

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:

2208 Gamble Rd Savannah, GA 31405
 PHONE: (912) 234-2600

Customer No.: MIDWAYFIRE

Quote No.: 5809

Quote To: **MIDWAY FIRE DEPARTMENT**

67 ST PAUL PLACE
 PAWLEYS ISLAND, SC 29585

Ship To: **MIDWAY FIRE DEPARTMENT**

67 ST PAUL PLACE
 PAWLEYS ISLAND, SC 29585

FAX NUMBER: (843) 237-3458

Date	Ship Via	F.O.B.	Terms	
08/01/18	INSTALL	Origin	Net 30	
Purchase Order Number		Sales Person		Quote Expires
		DENISE STEWART		09/05/18
Quantity	Item Number	Description	Unit Price	Amount

2018 FORD EXPEDITION

1	WHE-GB2SP3	54" WHELEN LEGACY DUO RED/ WHITE RED/AMBER REAR WITH TRAFFIC	1650.00	1650.00
1		1 LEGACY GREEN MODULE FRONT FACING LIGHTBAR	210.00	210.00
1	WHE-295SDA1	REMOTE DUAL TONE SIREN AMPLIFIER WITH CONTROL HEAD	525.00	525.00
2	WHE-SA315P	Speaker 100 watt mt brkt (sak*) not included	125.00	250.00
2	WHE-SAK1	SA315 Mt Kit Universal MOUNT ON BUMPER	0.00	0.00
6	WHE-WIONR	WIDE ANGLE ION RED 2 INTERSECTION/4 FRONT 1 red/1 green front of bumpe	75.00	450.00
1	WHE-IONG	ION GREEN *SPECIAL ORDER* no returns/FRONT LEFT FORWAR	120.00	120.00
1	HAV-C-TMW-F150-03	Ford F150 Tunnel Mount Assem ALSO FITS 2018 FORD EXPO	99.00	99.00
1	HAV-C-1800	18 Console complete with mounting Brackets	199.00	199.00
1	HAV-C-CUP2-I	INTERNAL DUAL CUP HOLDER 4"	30.00	30.00
1	HAV-C-ARM-102	ARMREST EXT SIDE MT ADJ HGT	49.00	49.00
1	HAV-C-LP1-PS3	LIGHTER PLUG OUTLET WITH 3 SWITCH CUTOUTS	20.58	20.58
3	HAV-C-SW-1	Switch Black Paddle Type Rkr	14.70	44.10

Thank You

WEST CHATHAM WARNING DEVICES-LEXINGTON

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 PHONE: (803)520-6637 FAX: (803)520-7292

Quote

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FAX NUMBER: (843) 237-3458

Date	Ship Via	F.O.B.	Terms	
08/01/18	INSTALL	Origin	Net 30	
Purchase Order Number		Sales Person		Quote Expires
		DENISE STEWART		09/05/18
Quantity	Item Number	Description	Unit Price	Amount
		w/Red Pilot Light EXTRA SWITCHES		
2	HAV-C-USB-2	DUAL USB CHARGE MODULE	51.21	102.42
1	HAV-C-LP2-PS2	C-LP2-PS2 2" PLATE W/ 2 DC OUTLETS & 2 SWITCH CUTOUPS USB OUTLETS GO IN THIS	32.34	32.34
1	WHE-D6RRRRRR	DOMINATOR 6 R/R/R/R/R/R REAR WINDOW WITH BRACKET	280.00	280.00
1.000		LABOR TO REMOVE EXISTING EXTENDO BED COMMAND AND INSTALL IF FITS IN NEW 2019 BODY STYLE	250.00	250.00
1		DECAL KIT WITH FULL CHEVRON ON REAR INSTALLED	950.00	950.00
1	SET-PB400VS	PB400 SERIES PUSH BUMPERS STEEL 2019 FORD EXPEDITION	295.00	295.00
1	SET-PB8-VS	DOUBLE LOOP HEADLIGHT PROTECTOR SUV/TRUCKS 2019 FORD EXPEDITION	295.00	295.00
1		CREE LIGHT 20" DUAL ROW FRONT BUMPER	220.00	220.00
2		CREE 12" DUAL ROW	125.00	250.00
1.000		LABOR TO INSTALL ABOVE EQUIPMENT WITH TRACERS	1100.00	1100.00
2.000		LABOR TO INSTALL CUSTOMER SUPPLIED 2 RADIOS WITH CUST CABLES	150.00	300.00

Thank You

WEST CHATHAM WARNING DEVICES-LEXINGTON

131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

Quote

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Date	Ship Via	F.O.B.	Terms	
08/01/18	INSTALL	Origin	Net 30	
Purchase Order Number		Sales Person		Quote Expires
		DENISE STEWART		09/05/18
Quantity	Item Number	Description	Unit Price	Amount

1.000		LABOR TO INSTALL CUST FLASHLIGHT	25.00	25.00
1.000		INSTALL ON PULL OUT POWER STRIP	25.00	25.00
1		BESTEK 8 OUTLET SURGE PROTECTOR POWER STRIP 6.6 FOOT W/7.5A 4 PORT USB	50.00	50.00
1		STRIP LIGHTS FOR PULL OUT TRAY	50.00	50.00
1.000		LABOR TO INSTALL STRIP LIGHTS	50.00	50.00

Quote subtotal	7921.44
Sales tax @ 1.00000%	61.71
Sales tax @ 6.00000%	370.29
Quote total	8353.44

Thank You



Midway Fire Rescue

67 St Pauls PL
Pawleys Island, South Carolina 29585
(843) 545-3620



COUNTY ADMINISTRATOR
Sel Hemingway

FIRE CHIEF
Doug Eggiman
ASSISTANT CHIEF
James Crawford

Memorandum

To: Ann Puckett

From: Doug Eggiman, Midway Fire Rescue Chief *DE*

Date: January 15, 2019

Subject: Letter of Recommendation – (2) 2019 Expeditions

It is my recommendation that Bid # 18-066 be awarded to Sam Pack's Five Star Ford of Houston, Texas through the HGAC Contract # VE 11-15. These vehicles will replace two vehicles and are approved and fully funded in the CERP. Our Apparatus Committee has fully researched the department needs and various vehicle specifications, and has determined these vehicles are the best choice. Thank you.



Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement No. 2018-066

Procurement for: (2) 2019 Ford Expeditons

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: 95823.00 FY 2019

Funds Available: ☒-YES ☐-NO ☐-Pending Budget Transfer
☐-Cash Purchase
☐-Municipal Lease/Purchase Financing 7 -YRS

Funding Source Location	
G/L Account Number	Funding Amount
499-903 50713	295400.00 114,000
Is grant money involved in this procurement? <input type="checkbox"/> -YES <input type="checkbox"/> -NO	
If YES, attach a copy of the approved grant budget from the awarding source.	
Grant Approval Attached: <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	

☐ - New Acquisition Replacement: ☒ Scheduled CERP ☐ Destroyed

Unit Being Replaced: Year/Make Model (2) 2012 Ford Expeditions

VIN/Serial No. 1FMJU1G55CEF41340 & 1FMJU1G59CEF41339

Clear Title on Hand: ☒YES ☐NO If NO, identify bank holding lien:

Bank Currently Holding Title: _____

[Signature]
Department Director/Elected Official

11/08/2018
Date

Karis Braxton
Budget Officer

1/16/19
Date

Ann Puckett
Purchasing

1/16/19
Date

Scott C. Proctor
Finance Director

1/16/19
Date

[Signature]
County Administrator

1/16/19
Date

**Bill To**

GEORGETOWN COUNTY
ATTN ACCOUNTS PAYABLE
PO BOX 421270
GEORGETOWN, SC 29442-4200

Ship To

ATTN: Kyle Malin, Shop Manager
2208 Gamble Road
Savannah
SAVANNAH, GA 31405

Purchase Order

No. 2019-00000360

01/16/19

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPMENTS, BILL OF LADING, AND
CORRESPONDENCE

Vendor 1126474 SAM PACK'S FIVE STAR FORD, LTD**Deliver by** 02/22/19**Contact**

SAM PACK'S FIVE STAR FORD, LTD
ATTN: ACCOUNTS RECEIVABLE
POST OFFICE BOX 110098
CARROLLTON, TX 75011-0098

Ship Via**Freight Terms** F.O.B: DESTINATION**Originator** Ann Puckett**Resolution Number** HGAC VE11-15**Invoice Terms** N15

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
2.0000	EA	VEHICLE, AUTO/TRUCK		\$47,911.5000	\$95,823.00
<i>Item Description</i> 2019 FORD EXPEDITON 4X4, PER SPECIFICATIONS ATTACHED					
<i>Detail Description</i> EXTERIOR: OXFORD WHITE					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
499.903-50713 (Autos & Trucks)					100.00%

Level	Level Description	Date	Approval User
4	Purchasing	1/16/2019	Ann Puckett

Total Due \$95,823.00

A handwritten signature in blue ink, reading "Ann G. Puckett".

SIGNATURE

SIGNATURE

Special Instructions

E-MAIL TO: _____
COMPANY: _____
FROM: Georgetown County, SC Purchasing Office
E-MAIL: purch@gtcounty.org PHONE: (843)545-3082 FAX: (843)545-3500



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

VE11-15

Date
Prepared:

9.3.18

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MIDWAY FIRE RESCUE	Contractor:	Sam Pack's Five Star Ford
Contact Person:	J.CARR GILMORE	Prepared By:	KEVIN MNOORE
Phone:	843-545-3627	Phone:	214-837-7018
Fax:		Fax:	
Email:	cgilmore@gtcounty.org	Email:	

Product Code:	E17	Description:	2018 U1F Ford Expedition 4X2 XL 3.5 V-6 10-Speed Auto Transmission
---------------	-----	--------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	34745
---	-------

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Power Windows/Locks	Included	AM/FM Stereo	included
Cruise Control	Included		
60/40 Power Fold 3rd Row (87p)	Included		
UP GRADE FROM U1F TO U1H	3600		
SYNC SYSTEM	Included		
REAR VIEW CAMERA	Included		
CLOTH INTERIOR	Included		
100AS TO 101A UPGRADE	830		
200A TO 201A UPGRADE	1485	Delivery Charges - 2.75per mile x 1152 miles	3168
4X4 OPTION U1J	3010		
76A CARGO PKG	285	Subtotal From Additional Sheet(s):	
3.5L ECO BOOST V6 ENGINE	Included	Subtotal B:	12378

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2019 PRICE INCREASE	786		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	786

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	47909	=	Subtotal D:	95818
-------------------	---	--------------------------	-------	---	-------------	-------

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
FLOOR PLAN/INTREST X 2	656	SAM PACK DISCOUNT FOR DROPSHIP	-1251
		Subtotal F:	-595

Delivery Date: **G. Total Purchase Price (D+E+F):** 95823

FROM THE DESK OF BATTALION CHIEF GILMORE



To: AFC Crawford

Date: October 24, 2018

Attachment: HGAC Worksheet

Subject: Two (2) 2019 Ford Expedition XLT COMMAND Vehicles

HGAC Contract No. VE11-15

Base Price: E-17 Ford Expedition 4-Door Utility – 4 x 4 U1F 34,745.00

Published Options:

Oxford White

Ebony Interior

101A

830.00

201A

1,485.00

4 x 4 Option

3,010.00

Stereo

included

U1H

3,600.00

Delivery Charges

3,168.00

Drop Ship from Ford to West Chatham, Lexington, SC

Unpublished Options:

2019 Price Increase

786.00

Floor Plan Interest x 2

656.00

Vehicle Total 42,797.00 x 2

95,818.00

HGAC Order Processing Fee:

600.00

Drop Ship Discount:

-1,251.00

Vehicle Total:

95,823.00

Expedition Up-fitting Equipment and Installation Services:

Note: All warning lights are to have clear lens with specified LED colors

- 1 Whelen Legacy Duo WC 54-inch WHE-GB2SP3
Red/White Front and Red/Amber rear with STPLP83 Strap
The Light bar to be fully populated, all red, rear amber directional, 1 Green
LED far right front facing LED module.
- 1 Whelen 295SDA1 Siren Light Control, programmed for dual tone
operations, Whelen Power call tone to be programmed into siren.
- 2 SA345 Mt. Kit Universal and Whelen WHE-SA315P Sirens, on push bar
- 8 WHE-WIONR wide angle ion Red Warning Lights, 2 front intersection, 4 2
front, 2 rear quarter panel area, 2 rear license plate)

- (7 red and 1 green, green light mount front facing right side).
- 1 Havis-Shield Console for Expedition (to match current layout)
 - 2 Install 2 Double USB Chargers in Console
 - 1 Cup Holder
 - 1 Arm rest for Console
 - 1 Decal Kit with Full Diamond Grade Chevron on rear installed to specifications and to match fleet. Chief 1 and Chief 2, Sign Gold, White Reflective outline, rear windows.
 - 1 SET-PB400VS Push Bumper 2019 Expedition
 - 1 SET-PB8-VS DOUBLE LOOP HEADLIGHT PROTECTOR SUV/TRUCKS 2019 FORD EXPEDITION
 - 2 WHE-D6R/R/R/R/R/R, 1 rear window, 1 mounted on push bar with mounting brackets.
 - 1 Cree 20-inch light, dual row sides, mounted on PB400VS
 - 2 Cree 12-inch light, dual row, mount on cargo roof rack left and right side
 - 1 Install separate switches or use Siren console so each light has a separate switch labelled Front, Left, and Right
 - 1 Remove and re-install Extendo-bed command console from current unit to new unit.
 - 1 Reinstall 800 Motorola Radio and ICOM VHF Marine radio's from current unit into new unit, reusing the Marine radio antenna.
 - 1 Install customer supplied rechargeable Stream light Flashlight model #44451 Fire Vulcan LED Vehicle Mount System - 12V DC – Orange, on console area
 - 1 Install new 800 Motorola Radio and Marine VHF antenna's and cables to console.
 - 4 Install mic holders for 2 radios and 1 siren mic
 - 1 Install 1 BESTEK 8-Outlet Surge Protector Power Strip 6.6-Foot with 7.5A 4-Port USB Charging Station power strip on Pull Out to run off on board inverter (or comparable brand)
 - 1 Install LED strip light on pull out or hatch of vehicle to provide lighting of pull out tray at night
 - 1 Equipment Installation Fee

West Chatham Quote 5809 Total 2 Units: 17,306.28

Vehicle Total: 95,823.00

(All HGAC and SC Fees and taxes included)

Chief and AFC Command Vehicle Total: 113,129.28

CERP Budget: 114,000.00

Under Budget: (-870.72)

**Bill To**

GEORGETOWN COUNTY
ATTN ACCOUNTS PAYABLE
PO BOX 421270
GEORGETOWN, SC 29442-4200

Ship To

GC MIDWAY FIRE DEPARTMENT
Headquarters, Station #81
67 ST PAULS PLACE
PAWLEYS ISLAND, SC 29585-4330

Purchase Order

No. 2019-00000361

01/16/19

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPMENTS, BILL OF LADING, AND
CORRESPONDENCE

Vendor 1128819 WEST CHATHAM WARNING DEVICES**Contact**

WEST CHATHAM WARNING DEVICES INC
ATTN: Kyle Malin, Shop Manager
2208 GAMBLE RD
SAVANNAH, GA 31405

Deliver by**Ship Via**

VEND

Freight Terms

SITWORK

Originator

Ann Puckett

Resolution Number

18-066

Invoice Terms

N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
16706.8800	\$/US	VEHICLE ADD ONS		\$1.0000	\$16,706.88
Item Description UPFIT FOR 2 FORD EXPEDITIONS PER SPECIFICATIONS ATTACHED					
G/L Account		Project		Amount	Percent
499.903-50713 (Autos & Trucks)					100.00%

Level **Level Description**
4 Purchasing

Date
1/16/2019

Approval User
Ann Puckett

Total Due \$16,706.88

Ann G. Puckett
SIGNATURE

SIGNATURE

Special InstructionsE-MAIL TO: Denise

COMPANY: _____

FROM: Georgetown County, SC Purchasing Office

E-MAIL: purch@gtcounty.org PHONE: (843)545-3082 FAX: (843)545-3500

WEST CHATHAM WARNING DEVICES-LEXINGTON

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:**2208 Gamble Rd Savannah, GA 31405**

PHONE: (912) 234-2600

Customer No.: MIDWAYFIRE

Quote No.: 5809

Quote To: **MIDWAY FIRE DEPARTMENT**

67 ST PAUL PLACE
 PAWLEYS ISLAND, SC 29585

Ship To: **MIDWAY FIRE DEPARTMENT**

67 ST PAUL PLACE
 PAWLEYS ISLAND, SC 29585

FAX NUMBER: (843) 237-3458

Date	Ship Via	F.O.B.	Terms	
08/01/18	INSTALL	Origin	Net 30	
Purchase Order Number		Sales Person	Quote Expires	
		DENISE STEWART	09/05/18	
Quantity	Item Number	Description	Unit Price	Amount
2018 FORD EXPEDITION *****				
1	WHE-GB2SP3	54" WHELEN LEGACY DUO RED/ WHITE RED/AMBER REAR WITH TRAFFIC	1650.00	1650.00
1		1 LEGACY GREEN MODULE FRONT FACING LIGHTBAR	210.00	210.00
1	WHE-295SDA1	REMOTE DUAL TONE SIREN AMPLIFIER WITH CONTROL HEAD	525.00	525.00
2	WHE-SA315P	Speaker 100 watt mt brkt (sak*) not included	125.00	250.00
2	WHE-SAK1	SA315 Mt Kit Universal MOUNT ON BUMPER	0.00	0.00
6	WHE-WIONR	WIDE ANGLE ION RED 2 INTERSECTION/4 FRONT 1 red/1 green front of bumpe	75.00	450.00
1	WHE-IONG	ION GREEN *SPECIAL ORDER* no returns/FRONT LEFT FORWAR	120.00	120.00
1	HAV-C-TMW-F150-03	Ford F150 Tunnel Mount Assem ALSO FITS 2018 FORD EXPO	99.00	99.00
1	HAV-C-1800	18 Console complete with mounting Brackets	199.00	199.00
1	HAV-C-CUP2-I	INTERNAL DUAL CUP HOLDER 4"	30.00	30.00
1	HAV-C-ARM-102	ARMREST EXT SIDE MT ADJ HGT	49.00	49.00
1	HAV-C-LP1-PS3	LIGHTER PLUG OUTLET WITH 3 SWITCH CUTOUPS	20.58	20.58
3	HAV-C-SW-1	Switch Black Paddle Type Rkr	14.70	44.10

Thank You

WEST CHATHAM WARNING DEVICES-LEXINGTON

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:

2208 Gamble Rd Savannah, GA 31405
 PHONE: (912) 234-2600

Customer No.: MIDWAYFIRE

Quote No.: 5809

Quote To: **MIDWAY FIRE DEPARTMENT**
 67 ST PAUL PLACE
 PAWLEYS ISLAND, SC 29585

Ship To: **MIDWAY FIRE DEPARTMENT**
 67 ST PAUL PLACE
 PAWLEYS ISLAND, SC 29585

FAX NUMBER: (843) 237-3458

Date	Ship Via	F.O.B.	Terms	
08/01/18	INSTALL	Origin	Net 30	
Purchase Order Number		Sales Person	Quote Expires	
		DENISE STEWART	09/05/18	
Quantity	Item Number	Description	Unit Price	Amount
		w/Red Pilot Light EXTRA SWITCHES		
2	HAV-C-USB-2	DUAL USB CHARGE MODULE	51.21	102.42
1	HAV-C-LP2-PS2	C-LP2-PS2 2" PLATE W/ 2 DC OUTLETS & 2 SWITCH CUTOUPS USB OUTLETS GO IN THIS	32.34	32.34
1	WHE-D6RRRRRRR	DOMINATOR 6 R/R/R/R/R/R REAR WINDOW WITH BRACKET	280.00	280.00
1.000		LABOR TO REMOVE EXISTING EXTENDO BED COMMAND AND INSTALL IF FITS IN NEW 2019 BODY STYLE	250.00	250.00
1		DECAL KIT WITH FULL CHEVRON ON REAR INSTALLED	950.00	950.00
1	SET-PB400VS	PB400 SERIES PUSH BUMPERS STEEL 2019 FORD EXPEDITION	295.00	295.00
1	SET-PB8-VS	DOUBLE LOOP HEADLIGHT PROTECTOR SUV/TRUCKS 2019 FORD EXPEDITION	295.00	295.00
1		CREE LIGHT 20" DUAL ROW FRONT BUMPER	220.00	220.00
2		CREE 12" DUAL ROW	125.00	250.00
1.000		LABOR TO INSTALL ABOVE EQUIPMENT WITH TRACERS	1100.00	1100.00
2.000		LABOR TO INSTALL CUSTOMER SUPPLIED 2 RADIOS WITH CUST CABLES	150.00	300.00

Thank You

WEST CHATHAM WARNING DEVICES-LEXINGTON

131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:

2208 Gamble Rd Savannah, GA 31405
PHONE: (912) 234-2600

Customer No.: MIDWAYFIRE

Quote No.: 5809

Quote To: **MIDWAY FIRE DEPARTMENT**
67 ST PAUL PLACE
PAWLEYS ISLAND, SC 29585

Ship To: **MIDWAY FIRE DEPARTMENT**
67 ST PAUL PLACE
PAWLEYS ISLAND, SC 29585

FAX NUMBER: (843) 237-3458

Date	Ship Via	F.O.B.	Terms	
08/01/18	INSTALL	Origin	Net 30	
Purchase Order Number		Sales Person	Quote Expires	
		DENISE STEWART	09/05/18	
Quantity	Item Number	Description	Unit Price	Amount
1.000		LABOR TO INSTALL CUST FLASHLIGHT	25.00	25.00
1.000		INSTALL ON PULL OUT POWER STRIP	25.00	25.00
1		BESTEK 8 OUTLET SURGE PROTECTOR POWER STRIP 6.6 FOOT W/7.5A 4 PORT USB	50.00	50.00
1		STRIP LIGHTS FOR PULL OUT TRAY	50.00	50.00
1.000		LABOR TO INSTALL STRIP LIGHTS	50.00	50.00

Quote subtotal	7921.44
Sales tax @ 1.00000%	61.71
Sales tax @ 6.00000%	370.29
Quote total	8353.44

Thank You

Item Number: 6.b
Meeting Date: 1/22/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Emergency Services

ISSUE UNDER CONSIDERATION:

- 1) Adams Life Link Ambulance, LLC, Advance Medical Transport, LLC, MedTrust Medical Transport, LLC and Mobi-Care Medical Transport, LLC are re-applying to renew their annual Ambulance Franchise Agreement in order to continue operating their patient transport services within Georgetown County.
- 2) Request to renew the Mutual Aid Agreements between Georgetown County Emergency Medical Services and each of the private ambulance services listed above.

Note: MedShore Ambulance Service will not be renewing their franchise agreement.

CURRENT STATUS:

Adams Life Link Ambulance, LLC, Advance Medical Transport, LLC, MedTrust Medical Transport, LLC and Mobi-Care Medical Transport, LLC, are currently approved to operate in Georgetown County.

POINTS TO CONSIDER:

- 1) Adams Life Link Ambulance, LLC, Advance Medical Transport, LLC, MedTrust Medical Transport, LLC and Mobi-Care Medical Transport, LLC provide patient transport services and do not compete with the 9-1-1 system. They provide inter-facility transports, doctors' office visits, dialysis center transports, etc. This allows Georgetown County Emergency Medical Services to focus on emergent 9-1-1 calls within the county.
- 2) As part of the Private Ambulance Franchise Ordinance private ambulance services must complete an application with a \$1,000.00 application fee and enter into a Mutual Aid Agreement with Georgetown County.

FINANCIAL IMPACT:

\$1,000.00 Application Fee

OPTIONS:

- 1) Renew Franchise Applications and approve Mutual Aid Agreements.
- 2) Reject applications and agreements.

STAFF RECOMMENDATIONS:

Renew and sign agreements.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description

Type

Item Number: 6.c
Meeting Date: 1/22/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

County Council Standing Committee Assignments

CURRENT STATUS:

There are five (5) Standing Committees of County Council:

1. Administration & Finance Committee
2. Health, Education, & Leisure Committee
3. Justice & Safety Committee
4. Public Works Committee
5. Land Use and Tourism Committee

POINTS TO CONSIDER:

In accordance with Council's adopted Rules of Procedure, all members of Council shall be appointed to serve on at least one standing committees.

Appointments to standing committees shall be made by the Chairperson no later than the second regular meeting in January following each general election.

The Council Chairperson shall also designate a member of each committee to serve as chair of the committee, and each standing committee shall consist of not less than three members.

FINANCIAL IMPACT:

n/a

OPTIONS:

n/a

STAFF RECOMMENDATIONS:

Chairman John Thomas forwarded the proposed appointments to council members prior to the council meeting, and requested feedback.

NOTE: Councilmember Louis Morant expressed an interest in serving on the Public Works Committee, and this amendment has been made to the list of Standing Committees.

ATTACHMENTS:

Description	Type
2019 County Council Standing Committees	Backup Material



Georgetown County Council 2019 Standing Committees

Administration & Finance Committee

John Thomas (Committee Chairperson)
Austin Beard
Everett Carolina
Ron Charlton
Steve Goggans
Lillie Jean Johnson
Louis Morant

Health, Education & Leisure Committee

Lillie Jean Johnson (Committee Chairperson)
Ron Charlton
Steve Goggans
Louis Morant

Justice & Safety Committee

Ron Charlton (Committee Chairperson)
Everett Carolina
Louis Morant

Public Works Committee

Steve Goggans (Committee Chairperson)
Austin Beard
Everett Carolina
Lillie Jean Johnson
Louis Morant

Land Use & Tourism Committee

John Thomas (Committee Chairperson)
Austin Beard
Ron Charlton
Steve Goggans

Item Number: 8.a
Meeting Date: 1/22/2019
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Foster Care Review Board 15-A

CURRENT STATUS:

There are currently two vacancies on the Foster Care Review Board. The Board Chair, Ms. Linda Leibert, has recommended County Council's favorable consideration in nominating Ms. Barbara Dempsey to fill this seat.

POINTS TO CONSIDER:

The Foster Care Review Board consists of members appointed by both Horry and Georgetown Counties. Georgetown County Council nominates five members, at large. These Board members are nominated by County Council, and appointed by the Governor to serve 4 year terms.

The Board meets monthly, rotating between the two counties, to review the cases of children residing in foster care homes (for more than 4 consecutive months). *Meetings usually last 6-8 hours.* Special training is required by the State for all members serving on the Foster Care Review Board.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Nominate Ms. Barbara Dempsey to serve on the Foster Care Review Board.
2. Do not make this nomination.

STAFF RECOMMENDATIONS:

Recommendation to nominate Ms. Barbara Dempsey to serve on the Foster Care Review Board.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Foster Care Review Board 15-A_Barbara Dempsey App	Backup Material

BARBARA DEMPSEY

280 Oatland Lake Road | Pawleys Island, SC 29585 | 908-642-3067 | barbiedemps@gmail.com

SKILLS PROFILE

Organized, hardworking, reliable, energetic, self-starter, detail oriented, knowledge of spreadsheet, word processing and database computer applications.

EMPLOYMENT HISTORY

Guardian Ad Litem, Court Appointed Special Advocate

Georgetown County, SC

Volunteer advocate for the best interest of children in cases of juvenile abuse, neglect and/or dependence. Interface with family members, Department of Social Services, mental health, educational and other community systems to assure the child's needs are being met. Maintain thorough records, prepare reports and testify in family court, as needed.

Office Manager

GFA Development Company, LLC – 727 Raritan Road, Clark NJ

Provide general office support for a management company specializing in the construction of concrete tilt-up warehouses. Responsibilities include customer service, customer and contractor liaison, state and local building regulations, permit and inspections compliance, assembling large proposals and contracts for potential clients, and distribution of architectural drawings.

Office Assistant

Kim Sorrentino, Esq. – 211 North Avenue, Westfield, NJ

Assist in all aspects of office management for a real estate attorney with several commercial property management companies. Manage accounts receivable and payable, common area charges, building repairs and maintenance, organize and maintain legal and property management records.

Administrative Assistant

D'Amico Certified Reporting, 225 Lenox Avenue, Westfield, NJ

Coordinate scheduling and follow up of court reporting services, interfacing with attorneys, court reporters, videographers and other service companies.

Tax Manager

AT&T, 550 Madison Avenue, New York, NY

Manage various functions in connection with the preparation, review and filing of corporate income tax returns for AT&T and its 175 subsidiaries, including collection of data, review and adjustment of tax software to align with AT&T tax policy, correspondence and telephone contact with taxing jurisdictions, tax policy studies, research and audit support.

EDUCATION

University of Delaware

BA – Psychology

Summa Cum Laude, Phi Beta Kappa



Office of the Governor
State of South Carolina

Application for Boards, Commissions, and Committees

Your nomination will not be complete until this application is filed.

1) Your Name:

Dr./Mr./Mrs./Ms. Dempsey Barbara K
Last First Middle

2) Name of Board, Commission, or Committee you are being considered for:

Georgetown County Foster Care Review Board

3) Your Current Address, City, Zip Code and County:

Your Congressional District: _____

280 Catland Lake Rd.
Pawleys Island, SC 29585

4) Home Telephone: _____ 5) Office Telephone: _____ 6) Fax: _____

7) Mobile Telephone: _____ 8) Email Address: barbiecdemps@gmail.com

9) Drivers License #: _____ 10) Social Security #: _____

11) Voter Registration #: _____ 12) Date of Birth: 1-1-1952

13) Race: Caucasian 14) Sex: Male / Female

15) Level of Educational Background Completed:

Some High School _____

High School graduate or equivalence (G.E.D.) _____

Some College _____

College graduate BA

Professional degree (please specify) _____

16) Present Employer: Retired

Address: _____

Current Position: _____

17) Years of residence in South Carolina: 7

18) Have you ever been arrested for a crime other than a minor traffic violation? No If so, give details.*

19) Have you filed state and federal income tax returns for the past five years? Yes If not, give details.*

- 20] Are you or any company in which you have a controlling interest delinquent in any local, state or federal taxes? No If so, give details.*
- 21] Have you ever defaulted on any state or federal student loan? No If so, give details.*
- 22] Have you been treated for any alcohol, drug addiction, or substance abuse for the preceding five years? No
If so, give details.*
- 23] Have you been party (plaintiff or defendant) in any state or federal litigation for the preceding five years? No
If so, give details.*
- 24] Have you ever served in the military? No
Were you honorably discharged? _____ If not, give details.*
- 25] Have you ever been terminated from employment for cause? No If so, give details.*
- 26] Have you or any employer in the preceding ten years been investigated, reprimanded, fined, or suspended for doing business with any state or federal agency? No If so, give details.*
- 27] Have you ever been disciplined or fined by the State Ethics Commission? No If so, give details.*
- 28] Have you ever been disciplined or fined by any professional or regulatory agency? No If so, give details.*
- 29] Do you serve on any local or state board, commission, committee, or elected office? No If so, list.*
- 30] Are you a registered lobbyist in the State of South Carolina? No
- 31] Do you or any member of your immediate family receive any income, compensation or benefits from state and local agencies in South Carolina? No If so, give details.*
- 32] Do you or any member of your immediate family have any interest in any business that has, is, or will do business with the State of South Carolina or the entity for which you are applying? No If so, give details.*
- 33] Are you or any member of your immediate family associated with any business regulated by the entity to which you are applying? No If yes, give details.*
- 34] Have you or any member of your immediate family sold, leased, or rented personal property to any state or local

public agency in South Carolina? No If so, please identify *:

- a) the type of property,
- b) the name of the agency(s) involved,
- c) the value of the transaction(s).

35] Do you or any member of your immediate family owe a debt in excess of \$500 to any creditor regulated by the entity to which you are applying? No If so, give details.* (Do not disclose debt promised or loaned by a bank, savings and loan or other licensed financial institution.)

36] Do you or any member of your immediate family owe a debt in excess of \$500 to any creditor seeking a business relationship with the entity for which you are applying? No If so, give details.* (Do not disclose debt promised or loaned by a bank, savings and loan or other licensed financial institution.)

37] Do you or any member of your immediate family receive compensation from any individual or business that contracts with the entity for which you are applying? No If yes, please identify *:

- a) the individual or business,
- b) the amount of compensation paid to you,
- c) the nature and amount of the contract,
- d) the governmental entity involved.

38] Are you currently a Foster Parent with an active foster care license? No

39] Do you currently serve as a volunteer Guardian ad Litem? No

40] I, Barbara K. Dempsey, agree that, if I am appointed to the GCFCRB, I will attend all stated or called meetings of this entity. If I am absent from three consecutive meetings, or if I am absent from half of the meetings within a six-month period, then I will resign my appointment. However, if the Chairperson excuses my absence prior to the meeting, in recognition of circumstances beyond my control (illness, family emergency, etc.), then I am entitled to retain my position.

*Use extra sheet if necessary.

CERTIFICATION OF APPLICANT

Personally appeared before me, the applicant, who being duly sworn, disposed, and says that all his/her statements are true, accurate and complete; and that he/she knows and agrees that any misrepresentation or omission of the facts may result in his/her being disqualified or being discharged should he/she already be appointed by the Governor. He/she authorizes the State Law Enforcement Division to conduct a background investigation including, but not limited to, a criminal history, driving record and credit check. He/she also authorizes the Governor's Office to provide the nominating authorities with copies of this application, the criminal history and credit report and any other information gathered in processing this appointment.

Barbara K. Dempsey Barbara K. Dempsey
Applicant's Signature

Sworn and subscribed before me this 15 day of January, Two Thousand and 19.

Mary E. Trinchese
Notary Public for South Carolina

MARY E. TRINCHESE
Notary Public - State of South Carolina
My Commission Expires July 12, 2028

My commission expires July 12, 2028

Item Number: 12.a
Meeting Date: 1/22/2019
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-01 - To rezone approximately 16.36 acres located northeast of Highway 521 and north at its intersection with Indian Hut Road from 10,000 Square Feet Residential (MR-10) to Forest and Agriculture (FA).

On November 5, 2018, Angela Sheridan as agent for Dwayne Sheridan, applied to rezone approximately 16.36 acres located on Hwy 521 in Georgetown from 10,000 Square Feet Residential (MR-10) to FA (Forest & Agriculture). TMS 02-0420-017-02-00. Case Number REZ 11-18-21757.

CURRENT STATUS:

The parcel is currently zoned MR-10 and is being used as a private family cemetery, garden and orchard.

POINTS TO CONSIDER:

1. The parcel proposed for rezoning is bordered by 10,000 Square Feet Residential (MR-10) on all sides. The Georgetown Estates Planned Development is located approximately 675 feet northwest of the proposed rezoning. Land uses in the immediate area are single family residences, mobile homes and vacant/wooded areas.
2. Spot zoning is not an issue due to the size of the parcel.
3. The applicant is proposing to build a barn and picnic shelter for family functions. Forest and Agriculture is the only district that allows for an accessory structure such as a shelter when there is no principal structure (like a single family residence) on the site.
4. The Georgetown County Future Land Use Map designates this area as medium density residential; therefore, the proposed use does not conflict with this designation.
5. Staff recommended approval for the rezoning from MR-10 to FA.
6. The Planning Commission held a public hearing on this issue at the December 20, 2018 meeting. No one but the applicant came forward to speak. The Commission voted 7 to 0 to recommend approval for the request.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as recommended by PC
2. Deny request
3. Defer action

4. Remand to PC for further study

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description		Type
▣	Ordinance No 19-01 To rezone 16.36 acres on Hwy 521 at intersection of Indian Hut Road	Backup Material
▣	Sheridan attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 19-01

AN ORDINANCE TO REZONE APPROXIMATELY 16.36 ACRES LOCATED ON HIGHWAY 521 IN GEORGETOWN AND FURTHER IDENTIFIED AS TAX MAP PARCEL 02-0420-017-02-00 FROM 10,000 SQUARE FEET RESIDENTIAL (MR-10) TO FOREST AND AGRICULTURE (FA)

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT APPROXIMATELY 16.36 ACRES LOCATED ON HIGHWAY 521 IN GEORGETOWN AND FURTHER IDENTIFIED AS TAX MAP PARCEL 02-0420-017-02-00 BE REZONED FROM 10,000 SQUARE FEET RESIDENTIAL (MR-10) TO FOREST AND AGRICULTURE (FA) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS 26th DAY OF FEBRUARY, 2019.

John Thomas
Chairman, Georgetown County Council

(SEAL)

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 19-01, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: January 22, 2019

Second Reading: February 12, 2019

Third Reading: February 26, 2019



129 Screven Street
Georgetown, S. C. 29440
Phone: 843-545-3158
Fax: 843-545-3299

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

- ☒ A change in the Zoning Map.
☐ A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you are requesting the change to:

Tax Map (TMS) Number: 02-0420-017-02-00

Street Address: Georgetown Highway (521)

City / State / Zip Code: Georgetown, SC 29440

Lot Dimensions/ Lot Area: 543.64 x 1761.34

- Plat Book / Page: 92-10

Current Zoning Classification: M210

Purposed Zoning Classification: 4A

Property Owner of Record:

Name: Dwayne T Sheridan

Address: 1004 Highmarket St

City/ State/ Zip Code: Georgetown SC 29440

Telephone/Fax Numbers: 843-240-0880

E-mail: dtsheridan65@gmail.com

Signature of Owner / Date: Dwayne T Sheridan 10/4/18

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the rezoning request.

Agent of Owner:

Name: Self

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-mail: _____

Signature of Agent/ Date: _____

Signature of Property Owner: _____

Contact Person and Number: Angel Sheridan (spouse) 843-833-0154

E-mail: asheridan63@gmail.com

Please provide the following information.

☒ Please submit 18 copies (9 large: 24 x 26 and 9 small: 11 x 17)

2. Please explain the rezoning request for this property.

Request 7: A. Currently have private family
cemetery, garden, orchard. Plans for
a barn/picnic shelter.
Primary residence at 1004 Highmarket St.

Please provide the following information for a Zoning Text Amendment.

1. Indicate the section of the Zoning Ordinance that you are proposing to be changed:

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications

\$250.00

Text Amendments

\$250.00

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 for 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 Street, Georgetown, SC 29440."

2. A list of all persons (and related Tax Map Numbers) to whom envelopes are addressed must also accompany the application.

02-0420-017-03-00 / 02-0420-017-01-00

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 120 Broad Street, 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 is going 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.

Please submit a PDF version of your plans if available. You may e-mail them to csargent@georgetowncountysc.org, or include with your application

Office Use Only:
Date Filed: 1000000 11-5-18 Appeal Number: RE2-11-18-21757
Hearing Date: 12/20/18 Amount of Fee Paid: \$250.00



















Dwayne Sheridan
Property Location Map
REZ 11-18-21757

Legend

Streets

— <all other values>

Maintained By

— County

— Private

— State

□ Dwayne Sheridan

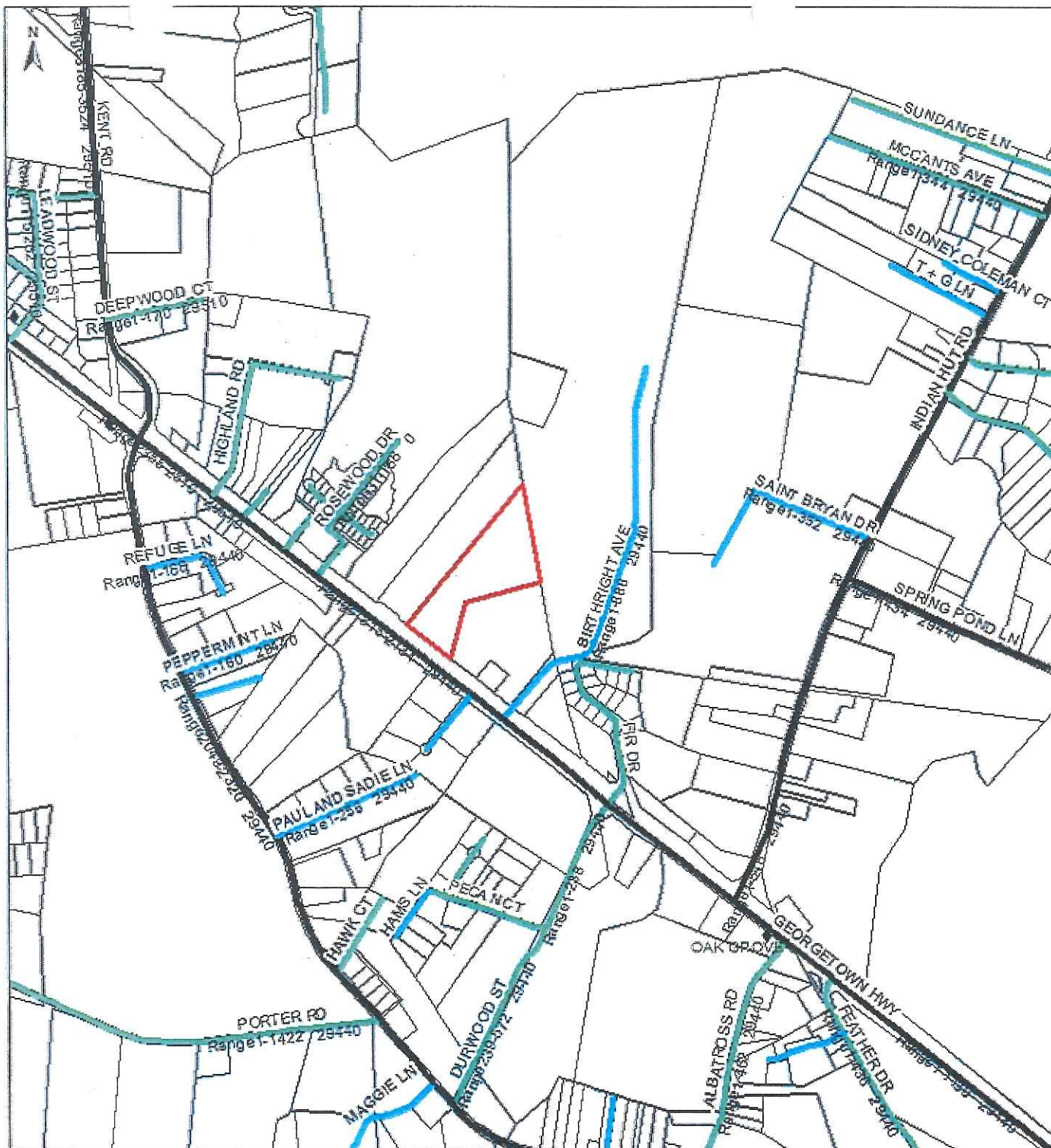
□ Lot Lines

◆ Landmarks

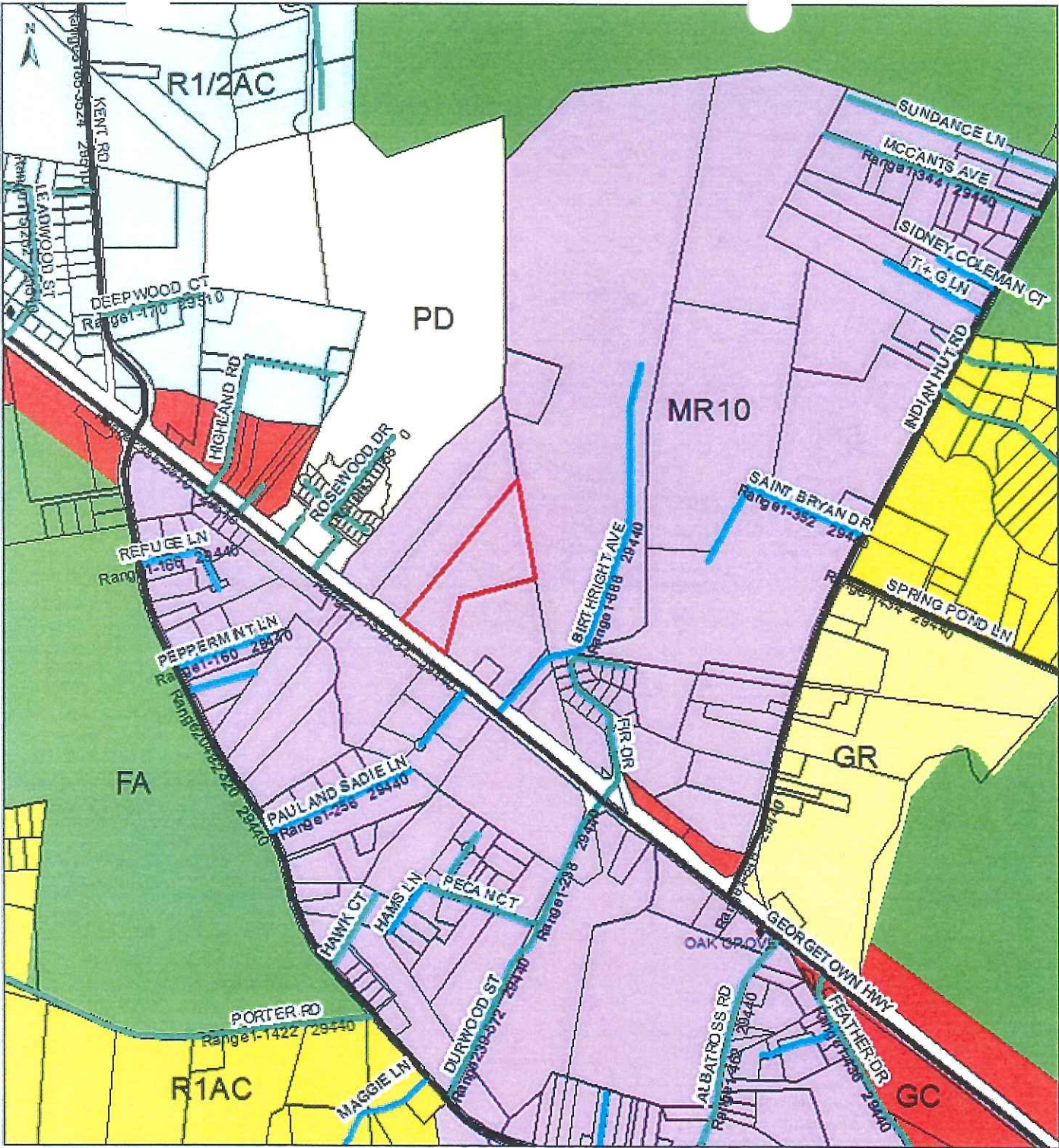
Municipalities

0 425 850 1,700 2,550 3,400
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.



Dwayne Sheridan
Property Zoning Map
REZ 11-18-21757



- Legend**
- Streets**
- not shown
- Maintained By**
- County
 - Private
 - State
- Dwayne Sheridan**
- Lot Lines
 - Landmarks

- Zoning**
- DISTRICT**
- CITY OF GEORGETOWN
 - OF
 - PA
 - RA/C
 - RA/R
 - GC
 - GR
 - GRS
 - HI
 - LI
 - MDP
 - MR10
 - NC
 - OC
 - PA
 - PD
 - R1
 - R1/2AC
 - R1C
 - R1AC
 - R2
 - R2/4A/2
 - R3
 - R3
 - RC
 - RC
 - RR
 - RS
 - RWC
 - VR10
- Municipality**



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.

Dwayne Sheridan Property FLU Map REZ 11-18-21757

Legend

Streets

— <all other values>

Maintained By

— County

— Private

— State

□ Dwayne Sheridan

□ Lot Lines

◆ 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

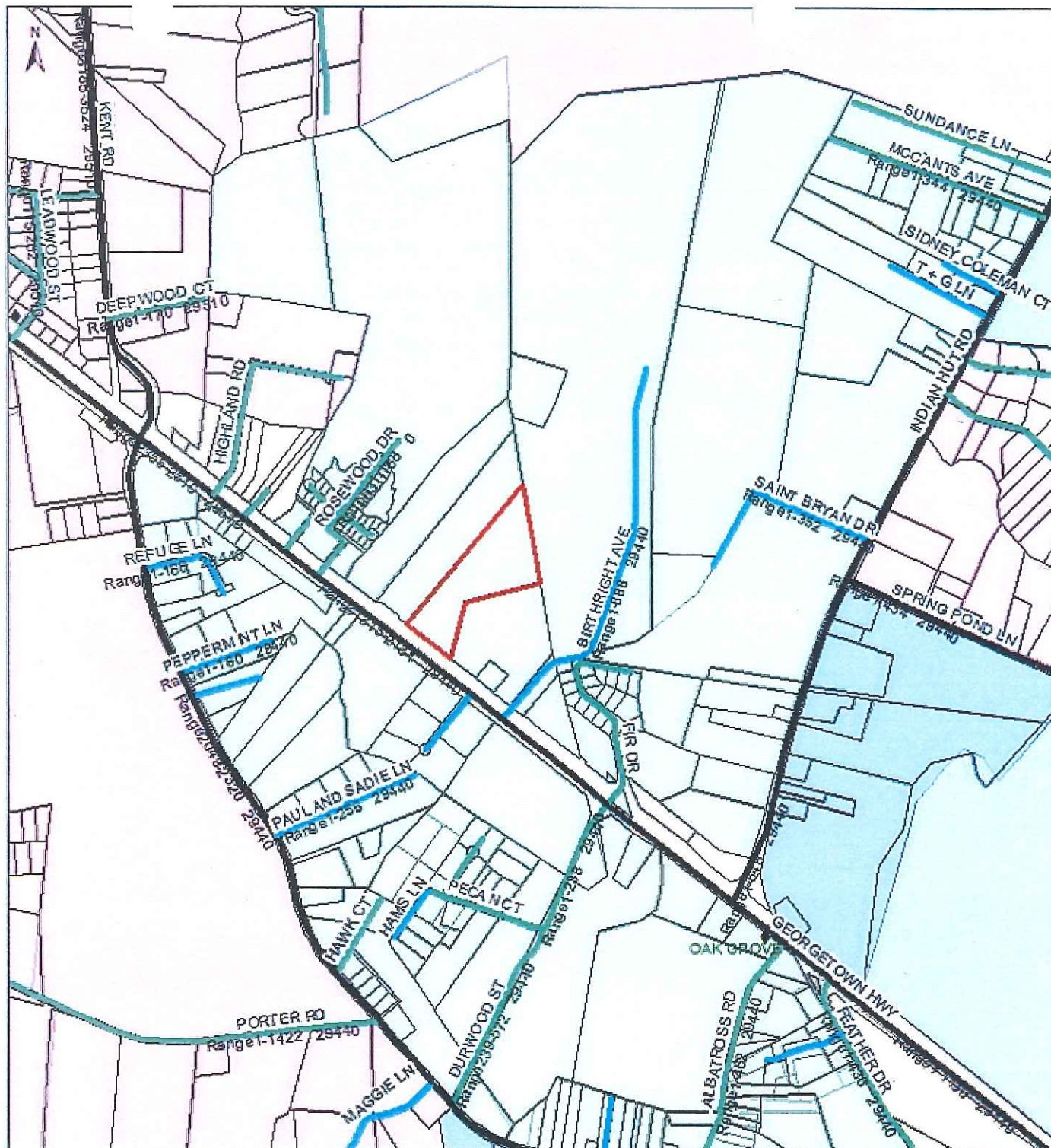
□ TOWN OF PI

□ TRANSITIONAL

Municipalities

0 425 850 1,700 2,550 3,400 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.



Dwayne Sheridan
Property Aerial Map
REZ 11-18-21757

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Dwayne Sheridan

□ Lot Lines

◆ Landmarks

sde.SDE.Imagery2014

RGB

Red: Band_1

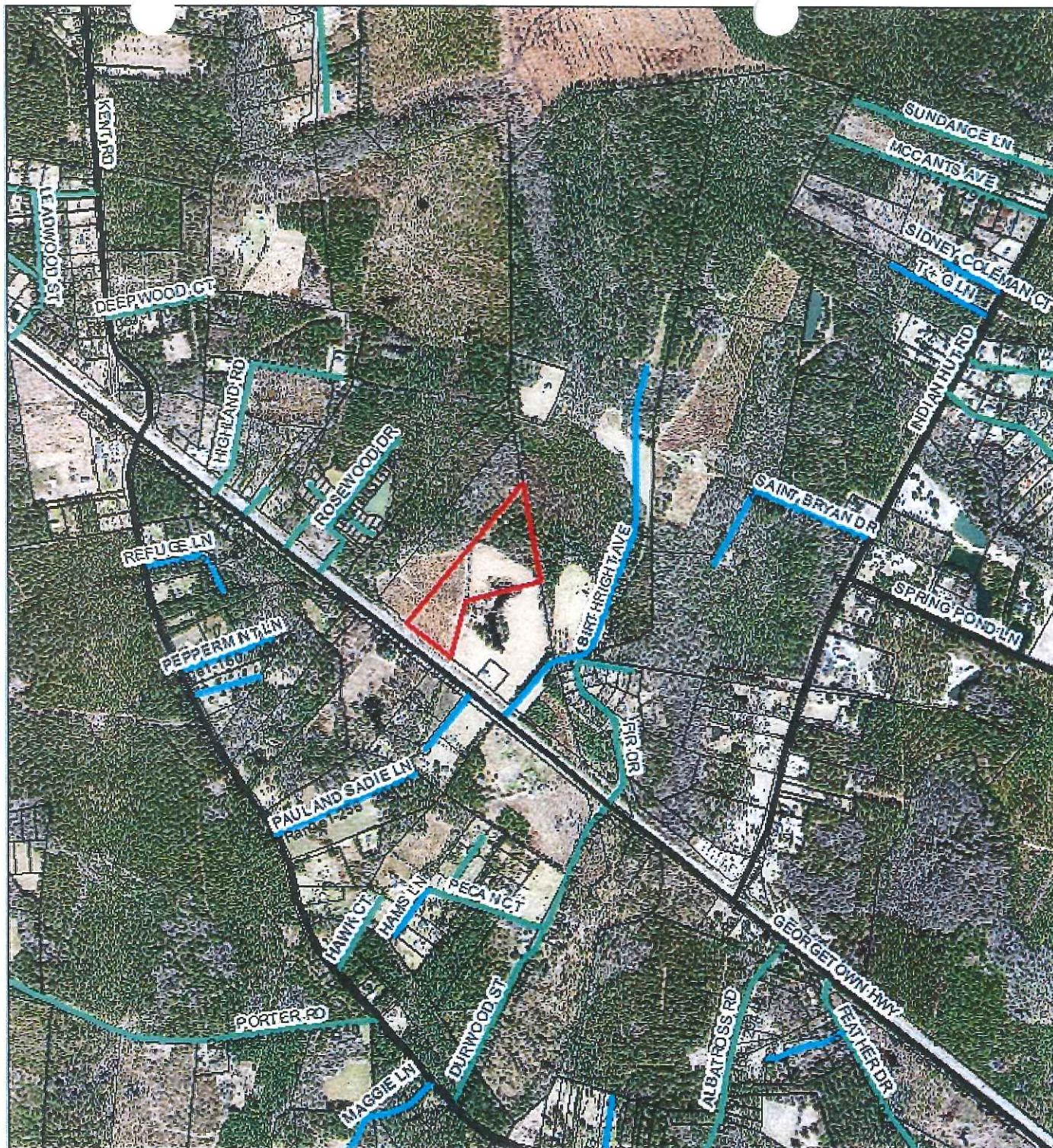
Green: Band_2

Blue: Band_3

Municipalities

0 425 850 1,700 2,550 3,400 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 Angel Sheridan as agent for Dwayne Sheridan to rezone approximately 16 acres from 10,000 Square Feet Residential (MR-10) to Forest Agriculture (FA). The property is located northeast of Georgetown Highway (Hwy 521) approximately 3200 linear feet northwest of Indian Hut Road. TMS# 02-0420-017-02-00. Case Number REZ 11-18-21757.

The Planning Commission will be reviewing this request on **Thursday, December 20, 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

FILED
BETTY L. WILLIAMS
CCCP & GS. 909

92 FEB -6 PM 3:41

GEORGE J. JERNGAN, S.C.

BOOK 92 PAGE 1D

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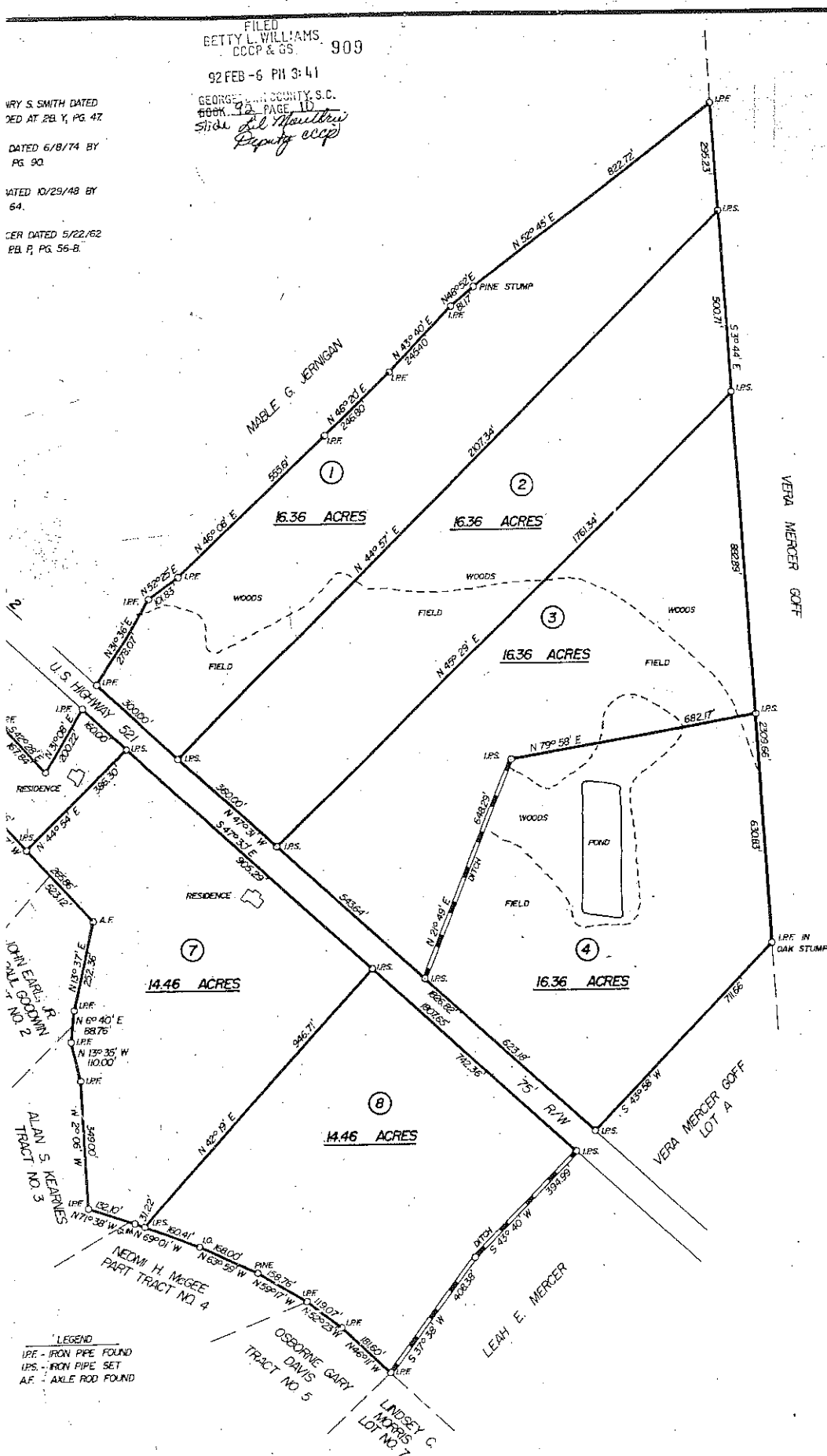
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WRY S. SMITH DATED
DED AT PBL Y, PG 47

DATED 6/8/74 BY
PG 90

DATED 10/29/48 BY
64.

CER DATED 5/22/62
PBL P, PG 56-B.



Item Number: 15.a
Meeting Date: 1/22/2019
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Human Resources

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: 1/22/2019
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Human Resources

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: 15.c
Meeting Date: 1/22/2019
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDER CONSIDERATION:

Recognition of Deputy Amanda Glover as Georgetown County's 2018 Employee Volunteer of the Year.

CURRENT STATUS:

Amanda "Mandy" Glover, a Georgetown County Sheriff's Deputy and School Resource Officer at Rosemary Middle School in Andrews, has been selected as the County's 2017 Employee Volunteer of the Year for outstanding volunteer service rendered to her community.

POINTS TO CONSIDER:

The Employee Volunteer of the Year award is presented at the end of each year to recognize one county employee who also volunteers their time and service to one of the county's many departments and divisions outside the course of their regular job. Mandy Glover was selected as this year's winner for outstanding service rendered to residents throughout the community.

Deputy Glover has been employed with the County for 23 years and "stands out as an asset, serving her county with dedication to her job, her students and her community," said Sheriff Lane Cribb in his nomination of Glover. As a deputy sheriff and SRO, she exceeds the call, he said, describing her as "unselfish and ready to protect what she loves -- the residents of Georgetown County."

Many students and teachers know Glover for her "service heart, as she pays for field trips and clothing for those in need from what they call "Mandy's Closet." She continues to help students as they leave her care, graduating to high school.

"To her students she is more than a badge or a uniform," the Sheriff said. "She is 'Mama Mandy.' We are proud of the attributes she exhibits on a daily basis."

FINANCIAL IMPACT:

N/A

OPTIONS:

This report is provided for information only and requires no action by council.

STAFF RECOMMENDATIONS:

This report is provided for information only and requires no action by council.

ATTORNEY REVIEW:

No

Item Number: 15.d
Meeting Date: 1/22/2019
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Human Resources

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.



Director's Signature

11/28/18

Date

Item Number: 15.e
Meeting Date: 1/22/2019
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Presentation of audit reports by The Baird Audit Group, LLC on the County's FY2018 Comprehensive Annual Financial Report.

CURRENT STATUS:

N/A

POINTS TO CONSIDER:

N/A

FINANCIAL IMPACT:

N/A

OPTIONS:

N/A

STAFF RECOMMENDATIONS:

N/A

ATTORNEY REVIEW:

No

Item Number: 16.a
Meeting Date: 1/22/2019
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 28th 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 17th and September 24th. 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

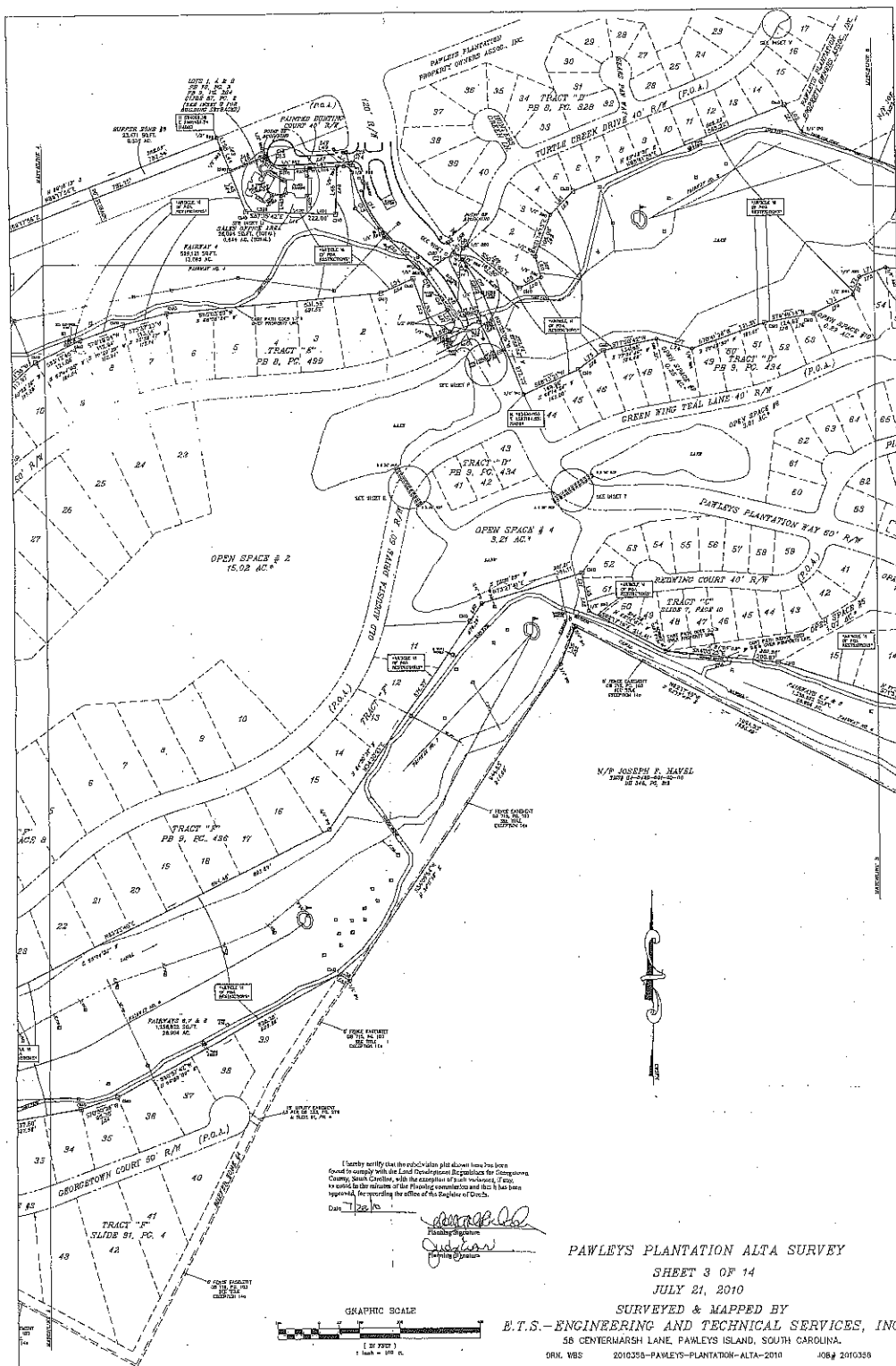
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.
Brenda Logan

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	=====

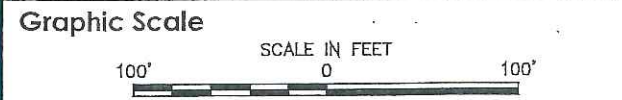
Hatch Legend

Wetland	*****
Waters	~~~~~
Critical Area/Section 10	///////

Symbol Legend

Data Point	⊕
Photo Point	⊗
Property Corner	●

Prepared For	Pawleys Plantation POA
Job #	01742-17010
Date	2-22-17



Pawleys Plantation
Property Location
AMPD 6-17-18572

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Pawleys Plantation

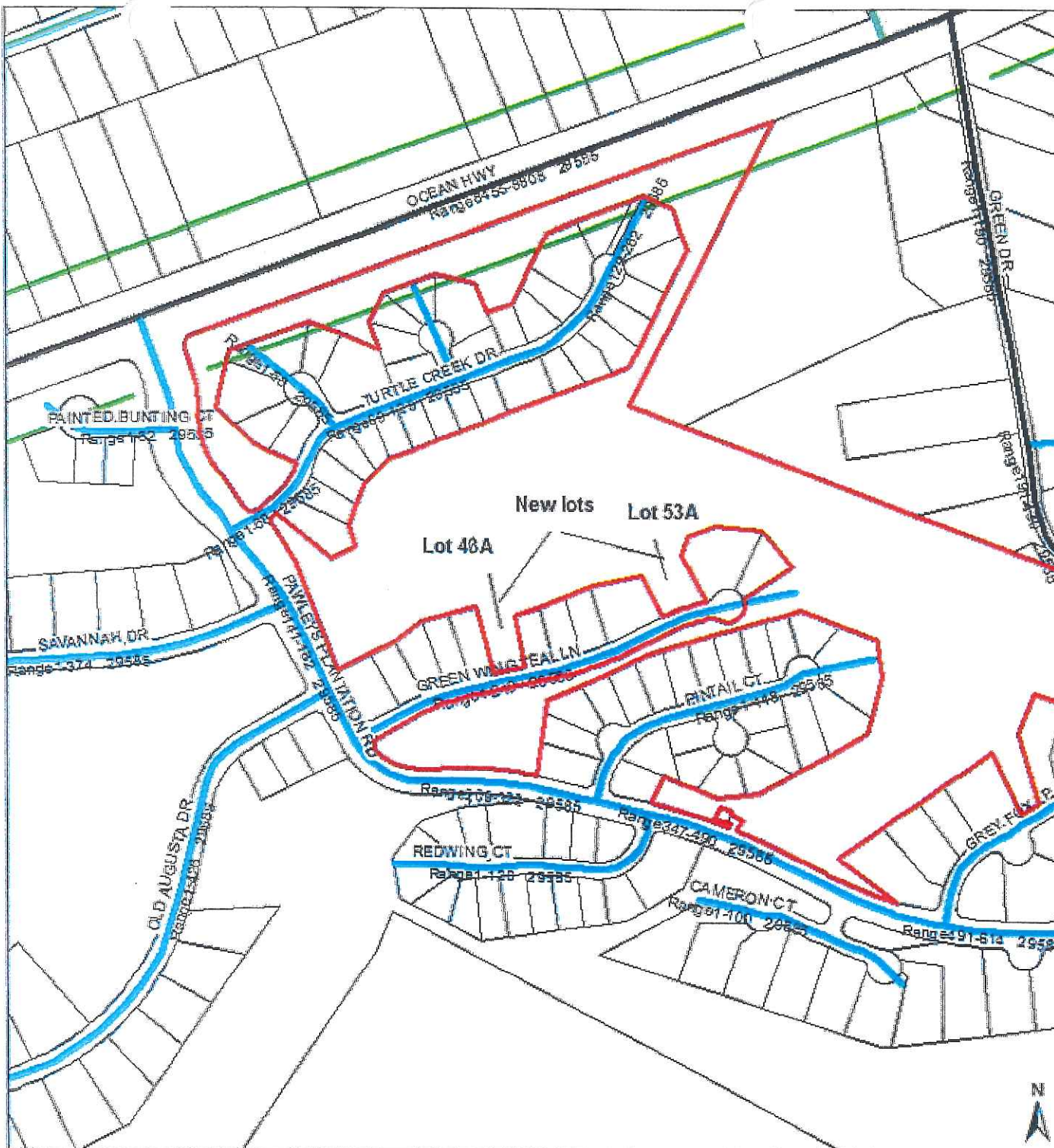
Lot Lines

Railroads

Landmarks

90' setback

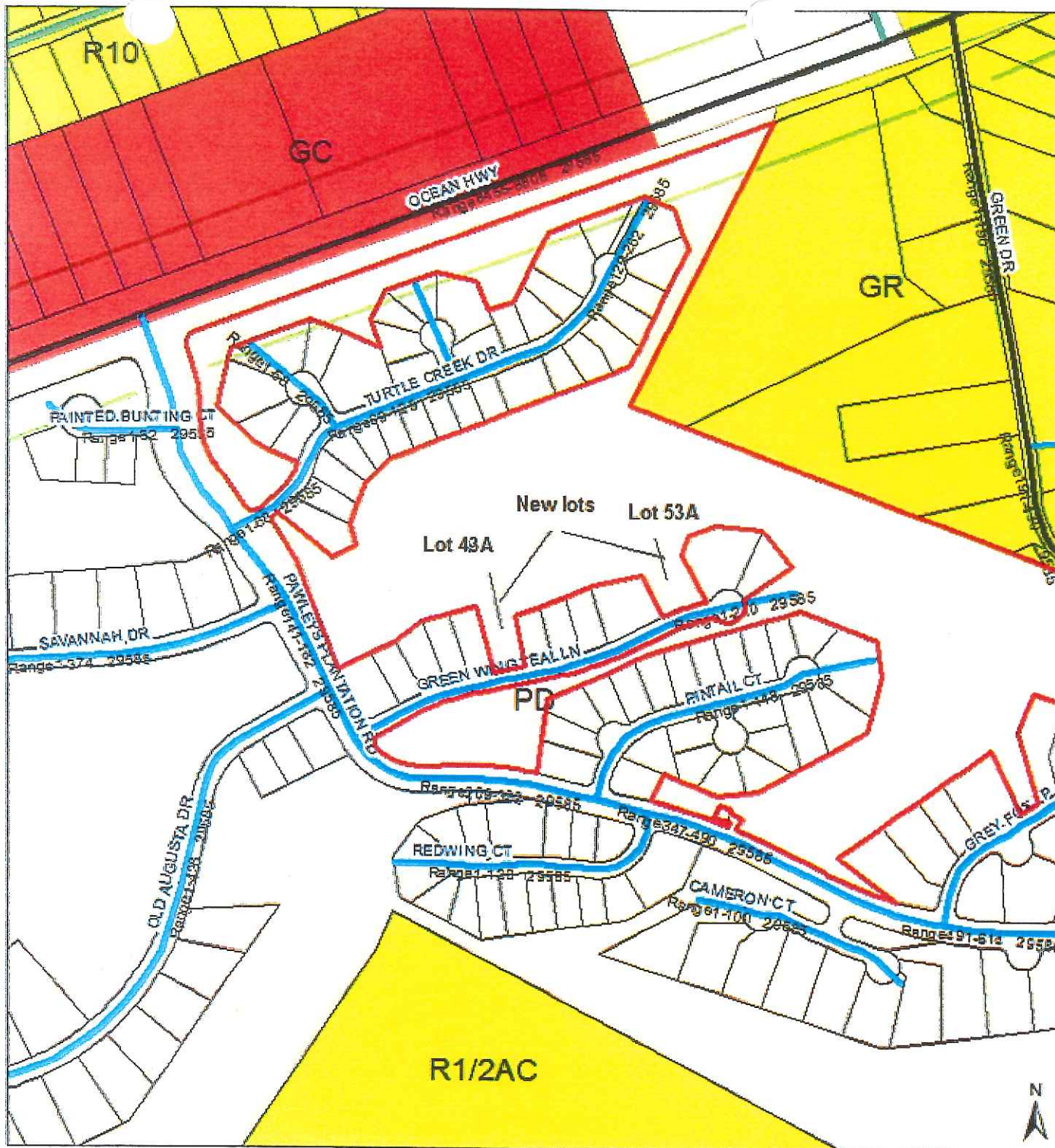
Municipalities



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

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.

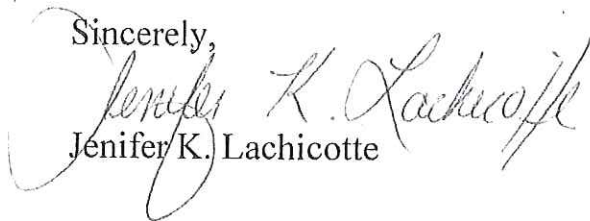
These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with \$20,000 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 or 843-240-9060.

Sincerely,

A handwritten signature in cursive script, reading "Jennifer K. Lachicotte". The signature is written in dark ink and is positioned above the printed name.

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

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

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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

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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.

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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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2/8/2016
GEORGETOWN

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.









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

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
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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

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December 12, 2017
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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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WANDA PREVATTE, REGISTER OF DEEDS
06-15-2010 At 02:43 PM
REST COVE 53.00
Book 1494 Page 1820- 234

2010

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.

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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)

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.







