

Council Members

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

**County Administrator**

Sel Hemingway

County Attorney

Wesley P. Bryant

Clerk to Council

Theresa E. Floyd

March 13, 2018

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 - February 27, 2018**
- 6. CONSENT AGENDA**
 - 6.a Ordinance No. 2018-04 - An amendment to the conceptual plan for the Debordieu Colony Planned Development to make the PD setback requirements for Community 1 match the indenture deed requirements enforced by the Debordieu POA/ARB - (Third Reading)**
 - 6.b RFP #18-004, Emergency Back-Up Generator Preventative Maintenance & Repair**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
 - 8.a Disabilities & Special Needs Board**
 - 8.b Sheriff's Citizen Advisory Board**
- 9. RESOLUTIONS / PROCLAMATIONS**
 - 9.a Resolution No. 2018-05 - To Declare April 2018 as Fair Housing Month in Georgetown County**
- 10. THIRD READING OF ORDINANCES**

11. SECOND READING OF ORDINANCES

12. FIRST READING OF ORDINANCES

- 12.a Ordinance No. 2018-05 - A proposed zoning text amendment to the Zoning Ordinance to allow accessory dwelling units in certain zoning districts.**

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

- 16.a Ordinance No. 2017-19 - An amendment to the Georgetown County Zoning map to rezone approximately 948 acres located along Pennyroyal Road and the Sampit River from Forest and Agriculture (FA) and Conservation Preservation (CP) to Heavy Industrial (HI). - Deferred pending further report from the Land Use Committee**
- 16.b 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. - Deferred pending internal review by County Attorney.**

17. LEGAL BRIEFING / EXECUTIVE SESSION

- 17.a Legal - Potential Litigation**

- 17.b Legal - Contractual**

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 3/13/2018
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - February 27, 2018

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

n/a

FINANCIAL IMPACT:

n/a

OPTIONS:

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

STAFF RECOMMENDATIONS:

Recommendation for approval of minutes as submitted.

ATTACHMENTS:

Description	Type
▣ DRAFT Minutes - 2/27/18	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, February 27, 2018, at 5:30 PM in County Council Chambers located in the old Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

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

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

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

Chairman Johnny Morant called the meeting to order. An invocation was given by Councilmember Ron Charlton, and all joined in the pledge of allegiance.

APPROVAL OF AGENDA:

A recommendation was made to move a presentation, to be made by the Georgetown Community Relations Council, forward on the agenda to follow the “public comment” portion of the meeting.

Councilmember Ron Charlton moved for approval of the meeting agenda, as amended. Councilmember Everett Carolina seconded the motion. No discussion followed the motion.

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

PUBLIC COMMENTS:

George Redman

Mr. Redman, an attorney representing the Gulf Stream Café, stated that he was present to address the proposed major amendment to the Marlin Quay PUD (Ordinance No. 2018-03). The amendment allows for the construction of a large marina store, restaurant, and couple of bars, which he said will overburden and eradicate his client’s parking easement rights. He said approving a building of this scope and size in this location will cause legal damages in the way of “takings” of constitutional claims involving the Gulf Stream Café and Georgetown County. Mr. Redman proposed a compromise in suggesting that additional square footage be limited to an extra 1,000 square feet, that the occupancy be limited to 150 at a time (consistent with the approved seating of 110), and maintain the parking loop and current circulation pattern. He said that the Gulf Stream Café will not challenge this re-write of the 1980 PUD Ordinance with the current limitations in place, along with the three stipulations proposed here tonight. Otherwise, the other property owners in the area will become “victims” during the summertime.

Fred Williams

Mr. Williams acknowledged a group of citizens with him as members of the West End Citizens Council who were present to voice concerns regarding “many issues” with the Georgetown

County Parks and Recreation Department. He said their biggest concern was the immediate removal of Parks and Recreation Director, Beth Goodale, from this position, as in their opinion she was under qualified. Following discussions with recreation directors of both Horry and Charleston Counties, they had discovered that that these neighboring counties have vastly different operating procedures, and Georgetown County is “lagging behind”. Other areas of concern include minority hiring practices, and underutilization of the 8 Oaks Park. He said 8 Oaks Park is constantly closed, including Saturdays; however the lights are on continuously. He asked why taxpayers are paying facility and utility costs for a facility that is inaccessible. Mr. Williams said the facility does not accommodate the African American community, as baseball is not the strong suit of African Americans. The location of the Park makes it inaccessible for minority youth who may want to use it despite that several recreation busses are parked at the JB Beck Recreation Center.

Dan Stacy

Mr. Stacy, an attorney for the Marlin Quay PUD amendment (Ordinance No. 2018-03), said his client had proposed a plan, which was approved by planning staff, challenged to the Zoning Board of Appeals (ZBA) – and upheld, and then upheld by the Circuit Court. However, in hearing of the Gulf Stream Café’s concerns, Mr. Stacy’s said his client, in a spirit of compromise, had a second plan designed as not to interfere with the parking area at all. This plan was also approved by planning staff, upheld by the ZBA, and challenged in court. He stated that Mr. Redman’s most recent offer of “compromise”, arrived one day before third and final reading of this ordinance, and it was sent directly to Council members and the County Attorney, but not himself. He said Mr. Redman’s proposal drastically changes the design of the building without ample time to fully understand what it would do to the building design or to allow for architects’ evaluation. Now, County Council is being threatened with litigation if they do not change the plan at the last minute. Mr. Stacy asked that third reading approval of Ordinance No. 2018-03 move forward, as previously approved and recommended by the Planning Commission.

Janette Graham

Ms. Graham stated that she was a lifelong resident and taxpayer of Georgetown. She voiced concerns regarding the 8 Oaks Facility stating that a few years ago she attended a meeting prior to completion of the Howard Community Center renovations. She recalled how at that time the 8 Oaks Park was offered up in a “grand gesture” with all of its amenities such as an outdoor theater, walking trails, etc. including shuttle busses to get children to the park. Although she has read newspaper accounts of softball activities and teams coming from all over the country to play there, aside from that the park is lit up like “Yankee Stadium”, with a chain across the entrance. She questioned what the taxpayers of Georgetown County are paying for, and asked County Council address these questions and respond to these concerns, if not now, in a future meeting.

Sheldon Butts

Mr. Butts stated that he is a taxpayer of the City and County of Georgetown, as well as an elected leader of the City of Georgetown. He said when the Howard building was reorganized to be a “community center”, a plan was developed and presented to the people of the City of Georgetown, more specifically the West End residents, to be utilized for more than what it is currently being utilized for. The facility has become a “mainstream event center”, with the auditorium being rented out. Some of the rooms are used to issue football equipment; however, the facility is not being utilized as discussed, or as previously planned. He said kids are hurting on a daily basis with nothing to do to meet their recreation needs. When this facility is available, it is not open on a schedule that is conducive to young or school aged kids. Mr. Butts stated

that a plan is only as good as the individuals who make it, and then implement it. He urged Council members, as leaders overseeing parks and recreation, to “take the plan out, read it, and implement it”. If the individuals currently in place cannot implement the plan, remove them immediately. He further implored the County Administrator to do “what was right by the people” in implementing this plan as presented.

Brother Willie Singleton

Mr. Singleton said he was here to address County Council regarding a future business plan the City of Georgetown would be presenting and asking that Georgetown County “sign off” on it. He said the City’s West End is currently a reflection of its former leadership. Before the West End was annexed into the City limits it had 50 businesses. Once annexed, former leadership zoned all of the property as “residential”. In doing this, they knew the area would eventually die, and today only three of the 50 businesses remain. He said that race played an important part then, and now, although people do not want to deal with this. He said West End residents have asked the City to allow them to “reinvest in ourselves”, and he asked County Council to also make sure their neighborhood was in the plan when it came before them.

MINUTES:

Regular Council Session – February 13, 2018

Councilmember Ron Charlton made a motion to approve the minutes of the February 13, 2018 meeting. Councilmember Austin Beard seconded the motion. Chairman Johnny Morant called for discussion on the motion, and there was none.

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

CONSENT AGENDA:

The following reports included on the Consent Agenda, were approved previously during the agenda approval process:

Procurement #17-108 REBID, RFQ for Consolidated Solid Waste Engineering and Monitoring Services - County Council awarded a Professional Services Agreement to Garrett & Moore, Inc. of Cary, NC, for Georgetown County’s Consolidated Solid Waste Engineering and Monitoring Services.

Procurement #18-012, Portable Toilet Rental, Term Contract – County Council approved staff’s recommendation to award Procurement #18-012 to Palmetto Portables, Inc. at rates provided in the submitted bid.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

Midway Fire Rescue Board

Councilmember Steve Goggans moved to re-appoint Ms. Glenda Shoulette and Mr. Jim Christian to another term of service on the Midway Fire-Rescue Board. Councilmember John Thomas seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

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

RESOLUTIONS / PROCLAMATIONS:

Proclamation No. 2018-03

Councilmember Lillie Jean Johnson moved for the adoption of Proclamation No. 2018-03 declaring March 2018 as "Bleeding Disorders Awareness Month" in Georgetown County, South Carolina. Councilmember Everett Carolina seconded the motion. Upon a call for discussion from Chairman Morant, there was none.

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

Resolution No. 2018-04

Councilmember John Thomas moved for the adoption of Resolution No. 2018-04, supporting state legislation, H. 3896 and S. 833, in providing Counties with enforcement measures to prevent private property owners from allowing property Conditions that constitute a public nuisance or health hazard, and upon its adoption that copies of the resolution should be forwarded to local delegation representatives. Councilmember Ron Charlton seconded the motion. There was no discussion on the motion.

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

ORDINANCES-Third Reading

Prior to discussion and/or voting on Ordinance No. 2018-03, Councilmember Steve Goggans disclosed a potential conflict of interest in his participation in this matter and requested to be recused.

Ordinance No. 2018-03

Councilmember John Thomas moved for third reading of Ordinance No. 2018-03 to amend the Marlin Quay Planned Development to allow for redevelopment of the Marlin Quay Marina Store/Restaurant as recommended by the Planning Commission with the added condition that total seating remains at a capacity of 110. Councilmember Austin Beard seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron Charlton	John Thomas

Absent: Steve Goggans

ORDINANCES-Second Reading:

Ordinance No. 2018-04

Councilmember Ron Charlton moved for second reading approval of Ordinance No. 2018-04, an amendment to the conceptual plan for the DeBordieu Colony Planned Development to make the PD setback requirements for Community 1 match the indenture deed requirements enforced

by the DeBordieu POA/ARB. Councilmember Steve Goggans offered a second on the motion. Chairman Morant called for discussion on the motion, and there was none.

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

ORDINANCES-First Reading:

No reports.

BIDS:

No reports.

REPORTS TO COUNCIL:

Community Relations Council - Community Achievement Award

This report was moved forward on the meeting agenda and presented previously during the meeting.

Members of the Georgetown Community Relations Council (CRC), Ms. Rhonda Green and Ms. Jean Brown presented a Community Achievement Award on behalf of the organization. The intent of the award was to recognize individuals who have shown concern for the well-being of their community, and worked to improve the quality of life and a sense of unity. Nominations were open to the public and the CRC selected the recipient, Mr. Randy Ford. Mr. Ford began the Boys Mentoring Group over 24 years ago to promote character, commitment, and career to young men by pairing them with volunteer mentors. These positive role models work to prevent criminal acts, high school dropouts, sexual promiscuity, and drug abuse. Mr. Ford was commended for 24 years of service, and Ms. Green noted that he had "set the bar very high" for next year's competition.

Site Plan Review - Marina Village, Phase 2

Councilmember Steve Goggans moved for the approval of a site plan, as proposed, for Phase 2 of the Marina Village, a 16 unit multifamily development located on the corner of Landing Road and Gathering Lane in Litchfield Plantation. Councilmember Ron Charlton seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

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

Following the vote, Chairman Morant questioned if approval of site plans such as this have always been a function of County Council. County Planning Director, Boyd Johnson, said the Planning Department has been bringing these to County Council for a few years. Chairman Morant expressed concern regarding whether this was a reasonable practice questioning whether it created an unnecessary delay of the overall process. He asked that staff review this process, and bring a report back to County Council at a future meeting.

DEFERRED:

Ordinance No. 2017-19

County Council deferred action on Ordinance No. 2017-19, an amendment to the Georgetown County Zoning Map to rezone approximately 948 acres located along Pennyroyal Road and the Sampit River, further identified as TMS#01-0437-002-00-00, from Forest and Agriculture (FA)

and Conservation Preservation (CP) to Heavy Industrial (HI), as this matter was previously referred to Council's Land Use Committee for additional review.

Ordinance No. 2017-23

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

EXECUTIVE SESSION:

Councilmember Ron Charlton made a motion to move into Executive Session to discuss an Economic Development matter, and two legal issues. Councilmember Austin Beard seconded the motion. Chairman Morant called for discussion, and there was none.

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

County Council moved into Executive Session at 6:22 PM.

OPEN SESSION:

Open Session resumed at 8:32 PM. County Council discussed two legal matters and an Economic Development matter during Executive Session. Chairman Johnny Morant stated that no decisions were made, nor were any votes taken by County Council during Executive Session.

He called for further business to come before County Council, and hearing none, adjourned the meeting at 8:33 PM.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 3/13/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-04 - An amendment to the conceptual plan for the Debordieu Colony Planned Development to make the PD setback requirements for Community 1 match the indenture deed requirements enforced by the Debordieu POA/ARB

A request was made by the Debordieu Colony Community Association to amend the Planned Development setbacks for Community I to better conform to the setbacks enforced by the Property Owners Association.

CURRENT STATUS:

The Debordieu Colony Planned Development was approved in the mid 1980's after 340 properties were initially developed. The PD was approved for a total of 2,320 single and multi-family units. The PD was initially divided into eight communities. Community 1 is located along the golf course and was approved for 349 single family units and 140 multi-family units.

POINTS TO CONSIDER:

1. Community 1 (shown on the attached map) is located along the northern boundary of the PD and borders the golf course. It contains six different Phases (Phase 1, 1A, 2, 3, 3A, 3B and 4). Setbacks were proposed for this Community and all other other sections of Debordieu in 1985. At that time, the proposed setbacks for single family development in the PD were 40' for the front, 10' side for one-story structures and 15' side for two-story structures. The regulations also included a statement "...more restrictive, view-oriented setbacks may be prescribed on specific subdivisions."
2. As the different Phases of Community 1 were developed and individual subdivision plats were approved, specific setbacks were laid out for each Phase. Different phases showed different regulations for how to handle the side yards for one and two story buildings. Additionally, different phases called out rear yards of either 50' or 20' with most invoking a 50' rear yard setback for lots abutting the golf course and a 20' rear yard setback for lots abutting the water. However, in Phase 1 specifically, the County documents indicate a 50' rear yard for all lots.
3. The Debordieu Colony Community Association reviews all requests for construction within the Planned Development. The Association enforces private deeds and covenants for the neighborhood and an Architectural Review Board must approve all applications. Setbacks for most of the lots in the Community 1 section are provided as part of indenture deeds. Over the past several years, County staff and Debordieu staff have noted discrepancies between the PD setbacks enforced by the County and the setbacks from the indenture deeds enforced by the Association. While applicants must meet both requirements (meaning the most restrictive), this is often confusing for contractors or property owners who are given two different sets of standards to meet. They may design based on one set of requirements and then not meet the other set.

Most often this has been seen in terms of the rear yard setback for lots on the water. Based on our records, the County enforces a 50' rear yard and the deeds only indicate a 20 foot setback.

4. Staff from both the County and the Association would like to clear up this discrepancy by proposing the following amendment to the setbacks for all lots in Community 1:

Front: 40'

Side: 10'

Rear: 20' for lots abutting water and 50' for lots abutting the golf course

It should be noted that due to the specific nature of some of the indenture deeds, it would be very difficult to match the Association's requirements exactly. Applications will still be reviewed by the Association for compliance with the deeds, but hopefully this will clear up any major differences and will make enforcement of the setbacks by the County easier since all Phases will maintain the same rear yard setback.

5. Since the previous setbacks enforced by the County were larger than the ones being proposed with this change (15' side yards being changed to 10' and 50' rear yards being changed to 20'), the proposal should not cause any new nonconformities for existing dwellings. The change may make it possible for additions to existing dwellings that are not currently feasible based on the PD requirements.

6. Staff recommended amending the setbacks for Community 1 of the Debordieu Colony PD to reflect the following: 40' front, 10' side and 20' rear for lots abutting water and 50' for lots abutting the golf course.

7. The Planning Commission held a public hearing on this issue at their January 18, 2018 meeting. No one came forward to speak. The Commission voted 6 to 0 to recommend approval for the proposed change.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Accept PC recommendation
2. Approve an amended request
3. Defer action
4. Remand to PC for further study
5. Deny request

STAFF RECOMMENDATIONS:

Accept PC recommendation

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Debordieu Setbacks Attachments	Backup Material
▣ Ordinance No. 2018-04 Debordieu Setbacks	Ordinance



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

12/4/17

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: DeBordieu Colony

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:

04-1001-004-19-00 / 04-1001-004-06-00

TMS Number: DeBordieu Colony Community Association
(Include all affected parcels)

Street Address: 181 Luan Blvd.

City / State / Zip Code: Georgetown, SC 29440

Lot / Block / Number: _____

Existing Use: PD

Proposed Use: _____

Commercial Acreage: _____ Residential Acreage: _____

Property Owner of Record:

Name: DeBordieu Colony Community Association

Address: 181 Luran Blvd.

City/ State/ Zip Code: Georgetown, SC 29440

Telephone/Fax: (843) 527-4436 / Fax: (843) 546-8704

E-Mail: Bbrown@debordieucolony.org

Signature of Owner / Date: _____

Contact Information:

Name: Meg Wilcox, ARB Administrator

Address: 181 Luran Blvd., Georgetown, SC 29440

Phone / E-Mail: (843) 527-5033 ; mwilcox@debordieucolony.org

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: DeBordieu Colony Community Association

Address: 181 Luran Blvd.

City / State / Zip Code: Georgetown, SC 29440

Telephone/Fax: (843) 527-5033 ; Fax: (843) 546-8704

E-Mail: mwilcox@debordieucolony.org

Signature of Agent/ Date: Meg Wilcox 12/4/17

Signature of Owner /Date: Beauchet Brown

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

Adjacent Property Owners Information required:

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

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

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

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

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

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

SECTION B: SETBACK AMENDMENT

Please supply the following information regarding your request:

- List any extraordinary and exceptional conditions pertaining to your particular piece of property. Amend the setbacks for portions of the golf course to make PD Requirements match the Indenture Deed Requirements enforced by the DeBardien POA. ARB.
- Do these conditions exists on other properties else where in the PD?

Community 1 ; the golf course

- Amending this portion of the text will not cause undue hardship on adjacent property owners. It will not. It will bring alignment to the permit process between the County PD & the DCCA-ARB.

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: To align County setbacks for golf course section of DeBardien Community ARB w/ Indenture Deeds and POA enforced setbacks.

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)

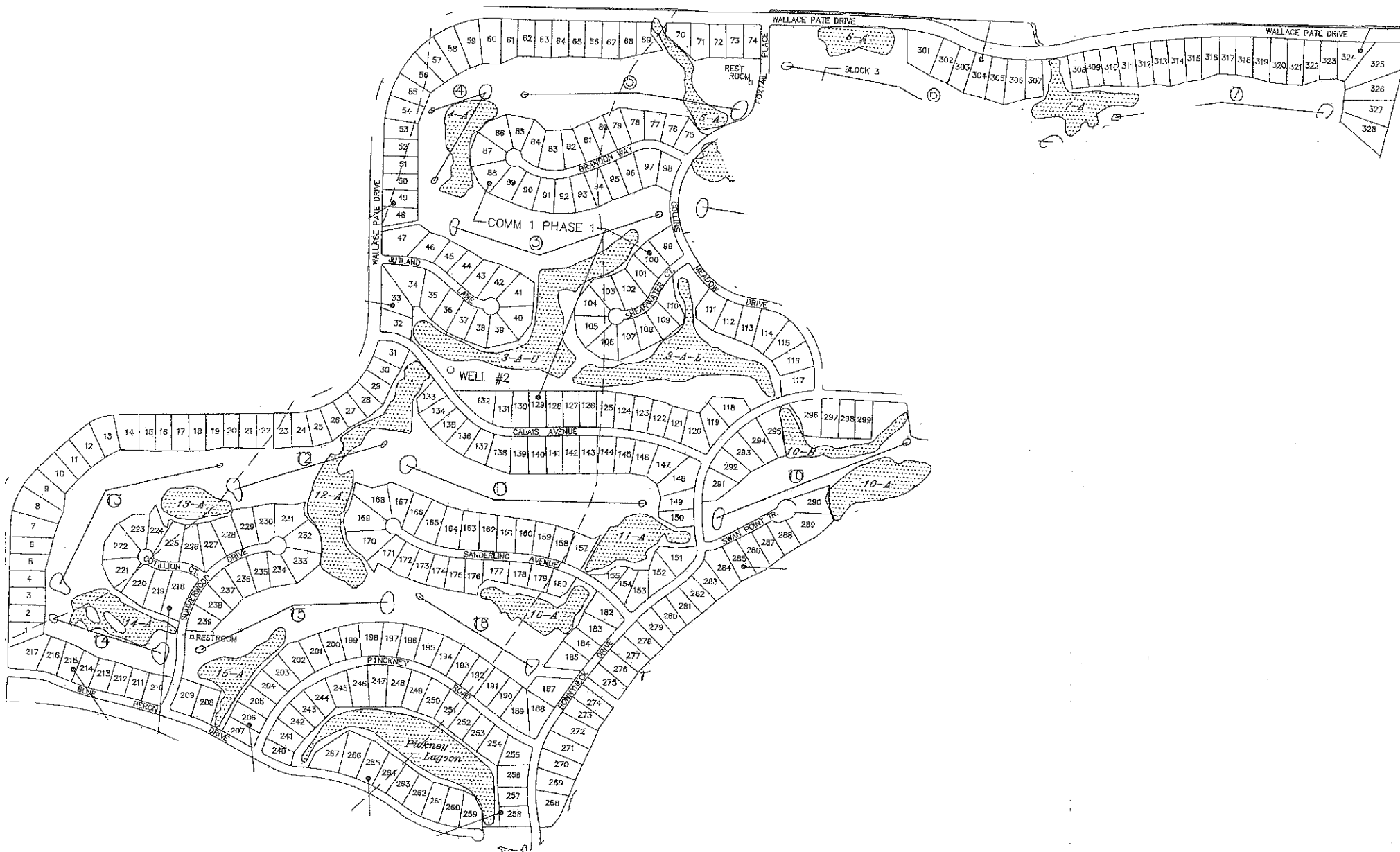
SECTION D: SITE PLAN AMENDMENT

Proposed amendment request: _____

Reason for amendment request: _____

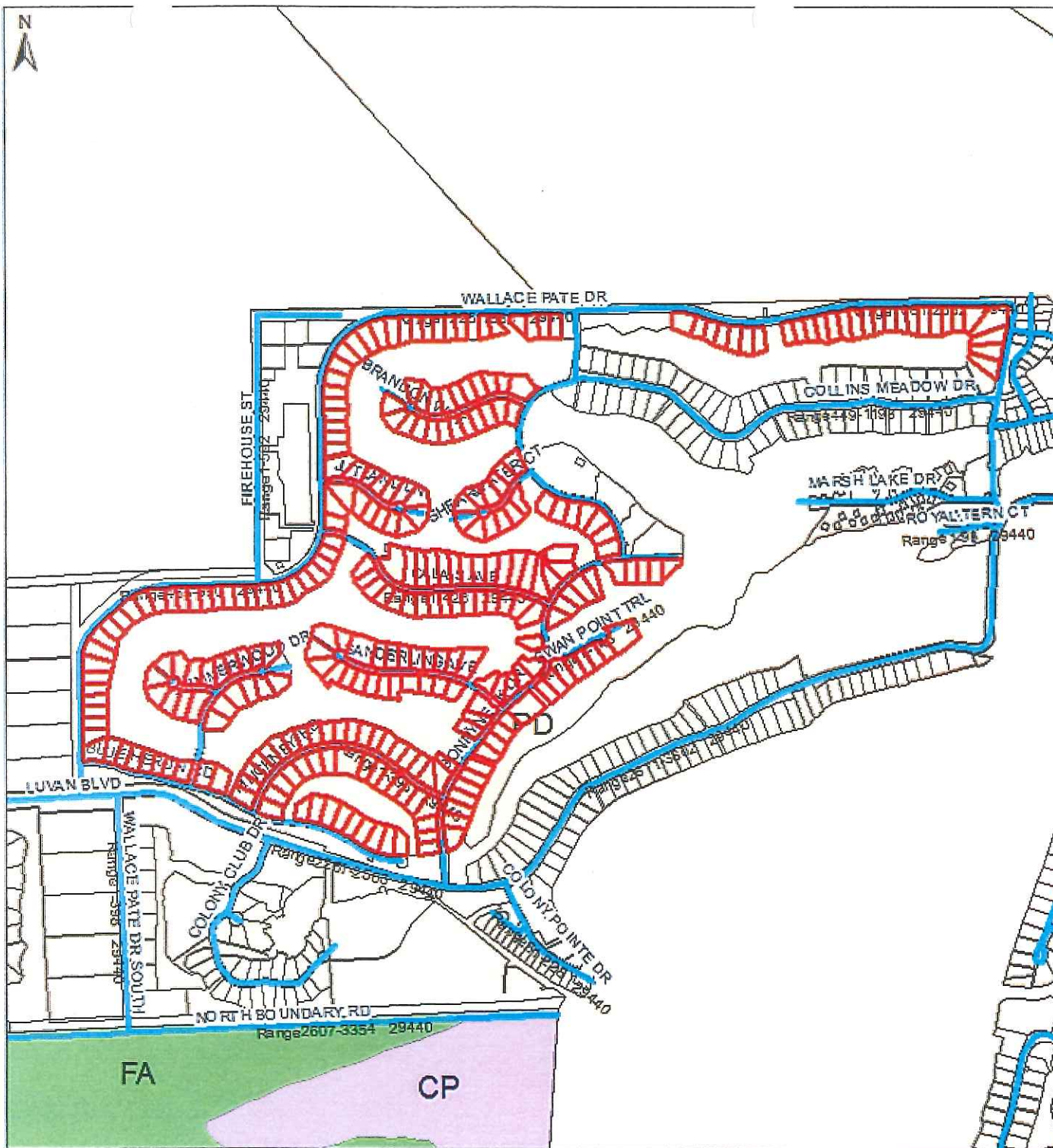
Submittal requirements:

- 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.*).



The map displays a residential area with a proposed precinct boundary highlighted in red. The boundary follows a complex path through the neighborhood, generally following the eastern and southern edges of the area shown. Key streets include Wallace Pate Dr at the top, Firehouse St on the left, and Lujan Blvd at the bottom. Other streets shown include Collins Meadow Dr, Marsh Lake Dr, Royal Tern Ct, Swan Point Trl, Bonpane Pkwy, Angerling Ave, Langerling Ave, and Colony Club Dr. The map also shows a network of smaller streets and a larger road, North Boundary Rd, at the bottom. A north arrow is located in the top left corner, and a scale bar is at the bottom right. The map is labeled with 'Range 2607-3354' and '29440'.

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.



DeBordieu Colony Community 1 Property Zoning AMPD 12-17-19600

Legend

Streets

all other values

Maintained By

County

Private

State

DeBordieu Colony PD - Community 1

Lot Lines

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

FA

RAC

RAC

SC

CR

GR

U

U

NC

NC

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NC

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.

DeBordieu Colony
Community 1
Property Aerial
AMPD 12-17-19600

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

DeBordieu Colony PD - Community 1

Lot Lines

♦ Landmarks

sde.SDE.Imagery2017Med

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 DeBordieu Colony Community Association to amend Community 1 of the DeBordieu Colony Planned Development to make the PD setback requirements match the indenture deed requirements enforced by the DeBordieu POA/ARB. The property is located east of Highway 17 Bypass approximately 5,700 feet north of Hobcaw Barony. TMS 04-1001-004-19-00 and 04-1001-004-06-00. Case Number AMPD 12-17-19600.

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

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

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2018-04

**AN ORDINANCE TO AMEND THE SETBACKS FOR COMMUNITY I OF THE
DEBORDIEU COLONY PLANNED DEVELOPMENT**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF
GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL
ASSEMBLED THAT COMMUNITY I OF THE DEBORDIEU COLONY
PLANNED DEVELOPMENT (AS SHOWN ON THE ATTACHED MAP) BE
AMENDED TO REFLECT THE FOLLOWING SETBACKS:**

- Front: 40 feet
- Side: 10 feet
- Rear: 20 feet for lots abutting water and 50 feet for lots abutting the golf course

**DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____,
2018.**

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-04, has been reviewed by me and is hereby approved as to
form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Item Number: 6.b
Meeting Date: 3/13/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

RFP #18-004, Emergency Back-Up Generator Preventative Maintenance & Repair

CURRENT STATUS:

The County's current vendor, Carolina Temperature Control, had advised us of an increase to their costs upon their annual renewal with the County. Therefore, the County has decided to re-solicit these services.

POINTS TO CONSIDER:

This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There were eleven (11) proposals received:

- 1) Carolina Temperature Control of Murrells Inlet, SC @ \$30,740.00 total annual cost;
- 2) Carolina Cool, Inc. of Surfside Beach, SC @ \$24,950.00 total annual cost;
- 3) Generator Services, Inc. of West Columbia, SC @ \$16,925.00 total annual cost;
- 4) Blanchard Machinery Company of Myrtle Beach, SC @ \$21,915.90 total annual cost;
- 5) A & M Auto & Marine, LLC of Georgetown, SC @ \$25,780.00 total annual cost;
- 6) Continental Engines of Georgetown, SC @ \$19,994.00 total annual cost;
- 7) W W Williams of Charleston, SC @ \$16,855.00 total annual cost;
- 8) Nixon Power Services, LLC of Charlotte, NC @ \$21,617.00 total annual cost;
- 9) Cooper Electrical Services, LLC of Myrtle Beach, SC @ \$30,429.00 total annual cost;
- 10) Cummins Sales & Service of Loris, SC @ \$38,904.77 total annual cost; and
- 11) Power Secure Services formerly Power Pro-Tech Services of Ball Ground, GA @ \$25,140.00 total annual cost.

FINANCIAL IMPACT:

Each department is responsible for budgeting the operational expenses for the generator equipment under their control. Repairs and Maintenance not included as part of the Annual Preventative Maintenance (PM) Service or the Annual Operational Inspection Service (OIS) will be by negotiated task order under the County's approved task order procedure.

OPTIONS:

- 1) Award of a Services Contract to W.W. Williams of Charleston, SC with a total annual cost of \$16,855.00 and any additional task orders as approved; OR
- 2) Decline to make an award.

STAFF RECOMMENDATIONS:

The evaluation committee approved by the County Administrator reviewed the eleven (11) proposals received and assigned weights to the evaluation criteria as published in the solicitation. The committee found that all bids met the required specifications. The lowest bidder was W.W.

Williams at \$16,855.00 total annual maintenance cost. The committee sought and obtained recommendations for this supplier from its current customer base and found W.W. Williams' record of service and support to be commendable and therefore acceptable. Additionally, W.W. Williams has the ability to respond promptly and efficiently from their local office. Based on the aforementioned, staff recommends the award of RFP #18-004, Emergency Back-Up Generator Preventative Maintenance & Repair go to W.W. Williams at the total annual maintenance cost of \$16,855.00.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▢ Public Bid Opening Tabulation	Cover Memo
▢ Bid Summary Worksheet	Cover Memo
▢ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo



①

Public Bid Opening Tabulation
RFP #18-004, Emergency Back-Up Generator Preventative
Maintenance & Repair

Wednesday, February 7, 2018 @ 3:00PM Eastern Time

<u>OFFEROR</u>	<u>Total Annual Maintenance Cost</u> (Pg 30, Item #2)	<u>Comments</u>
Carolina Cool, Inc	\$ 24,950 ⁰⁰	
W.W. Williams	\$ 16,855 ⁰⁰	
Blanchard Machinery Co	\$ 21,915 ²⁷	
Cummins Sales & Service	\$ 40,900 ²⁸	
A.M. Auto & Marine LLC	\$ 25,780 ⁰⁰	
Generator Services Inc.	\$ 16,925 ⁰⁰	
Power Secure Services	\$ 25,140 ⁰⁰	

OPENED BY: [Signature]

WITNESS: [Signature: John Puckett]



2

Public Bid Opening Tabulation
RFP #18-004, Emergency Back-Up Generator Preventative
Maintenance & Repair

Wednesday, February 7, 2018 @ 3:00PM Eastern Time

<u>OFFEROR</u>	<u>Total Annual Maintenance Cost</u> (Pg 30, Item #2)	<u>Comments</u>
Nixon Power Services, LLC	\$ 21,617 ⁰⁰	
Continental Engines	\$ 19,994 ⁰⁰	
Carolina Temperature Control-	\$ 30,740 ⁰⁰	
Cooper Electrical Services	\$ 30,429 ⁰⁰	

OPENED BY: [Signature]

WITNESS: Am G. Puckett

RFP #18-004, Emergency Back-Up Generator Preventative Maintenance & Repair - Bid Summary Worksheet

Company Name:	A & M Auto & Marine, LLC	Blanchard Machinery Company	Carolina Cool, Inc.	Carolina Temperature Control	Continental Engines	Cooper Electrical Services, LLC
Annual Cost by Location						
Detention Center	\$1,650.00	\$1,314.23	\$1,595.00	\$1,800.00	\$1,316.00	\$1,692.00
Midway Fire, Station 82	\$910.00	\$865.24	\$1,353.00	\$1,300.00	\$768.00	\$1,322.00
Midway Fire, Station 83	\$920.00	\$855.05	\$924.00	\$1,250.00	\$713.00	\$1,234.00
Public Works	\$850.00	\$802.29	\$924.00	\$1,275.00	\$740.00	\$1,242.00
Historic Courthouse	\$1,150.00	\$1,021.21	\$1,353.00	\$1,400.00	\$877.00	\$1,460.00
Judicial Center	\$1,250.00	\$1,328.99	\$1,353.00	\$1,475.00	\$959.00	\$1,507.00
Landfill: Admin & Scales	\$1,250.00	\$816.91	\$924.00	\$1,500.00	\$987.00	\$1,300.00
Landfill: Leachate Pumps	\$950.00	\$805.18	\$924.00	\$1,250.00	\$713.00	\$1,260.00
Com Tower/911 @ Tanager Dr.	\$1,000.00	\$769.50	\$924.00	\$1,275.00	\$740.00	\$1,174.00
Com Tower/911 @ Grate Ave	\$1,200.00	\$807.88	\$924.00	\$1,400.00	\$877.00	\$1,379.00
Evacuation Shelter/Andrews Elem.	\$2,075.00	\$1,671.98	\$1,595.00	\$2,075.00	\$1,617.00	\$2,192.00
Evacuation Shelter/Pleasant Hill Elem.	\$2,075.00	\$1,694.88	\$1,595.00	\$2,075.00	\$1,617.00	\$2,192.00
Rear Pump Station-Pleasant Hill Elem.	\$1,000.00	\$1,093.31	\$924.00	\$1,275.00	\$1,064.00	\$1,232.00
EOC / 911 Communications	\$1,450.00	\$1,169.39	\$1,353.00	\$1,625.00	\$1,124.00	\$1,576.00
Alternate Emergency Operations Center Location	\$1,000.00	\$820.71	\$1,353.00	\$1,275.00	\$740.00	\$1,548.00
NW Regional Rec Center at Choppee Community	\$1,100.00	\$1,215.81	\$970.00	\$1,475.00	\$740.00	\$1,700.00
GTC Fire, Station 4	\$850.00	\$934.10	\$924.00	\$1,175.00	\$630.00	\$1,107.00
GTC Fire, Station 5	\$850.00	\$775.70	\$924.00	\$1,120.00	\$570.00	\$1,107.00
GTC Fire, Station 11	\$850.00	\$775.70	\$924.00	\$1,120.00	\$570.00	\$1,107.00
GC Sheriff's Office	\$1,700.00	\$1,244.39	\$1,595.00	\$1,800.00	\$1,316.00	\$1,595.00
GC Airport (KGGE)	\$1,700.00	\$1,133.45	\$1,595.00	\$1,800.00	\$1,316.00	\$1,503.00
Annual Total:	\$25,780.00	\$21,915.90	\$24,950.00	\$30,740.00	\$19,994.00	\$30,429.00
Labor Rates w/ Transportation						
Regular Time (\$/Hr.)	\$100.00	\$125.00	\$68.00	\$95.00	\$105.00	\$95.00
Over Time (\$/Hr.)	\$150.00	\$170.00	\$102.00	\$142.50	\$157.50	\$95.00
Holiday Time (\$/Hr.)	\$200.00	\$190.00	\$102.00	\$190.00	\$210.00	\$95.00
Charge for Minimum Number of Labor Hrs. for Repairs?	Yes, 2 Hrs.	Yes, 4 Hrs.	No	Yes, 2 Hrs.	Yes, 2 Hrs.	No
Number of Hrs. to arrive for Emergency/Service Calls?	1-3 Hrs.	2 Hrs.	1 Hr.	2 Hrs.	2 Hrs.	1 Hr.
Material Rate - % Mark-up	20%	20%	35%	20%	20%	20%
Authorized to collect SC Sales Tax?	Yes	Yes	No	Yes	Yes	[Blank]
Origin Location for Emergency Response Tech:	Georgetown, SC	Myrtle Beach/Summerville, SC	Various	Murrells Inlet, SC	Georgetown, SC	Browns Ferry, Georgetown County, SC
Local Vendor Preference	Yes, Georgetown, SC	No, Myrtle Beach, SC	No, Surfside Beach, SC	No, Murrells Inlet, SC	Yes, Georgetown, SC	No, Myrtle Beach
Exceptions?	Yes, see Exceptions Page	None	None	Yes, see Exceptions Page	None	None
Comments		Corrected Total				Says "None" for Exceptions but not on our form, see bid document.

RFP #18-004, Emergency Back-Up Generator Preventative Maintenance & Repair - Bid Summary Worksheet


Company Name:	Cummins Sales & Service	Generator Services, Inc.	Nixon Power Services, LLC	Power Secure Services Formerly Power Pro-Tech Services	W.W.Williams
Annual Cost by Location					
Detention Center	\$2,204.88	\$1,025.00	\$1,550.00	\$1,670.00	\$1,020.00
Midway Fire, Station 82	\$1,615.29	\$750.00	\$845.00	\$1,045.00	\$710.00
Midway Fire, Station 83	\$1,799.04	\$675.00	\$845.00	\$975.00	\$686.00
Public Works	\$1,503.40	\$675.00	\$875.00	\$850.00	\$687.00
Historic Courthouse	\$1,727.79	\$800.00	\$963.00	\$1,045.00	\$746.00
Judicial Center	\$2,010.76	\$900.00	\$1,175.00	\$1,365.00	\$877.00
Landfill: Admin & Scales	\$1,899.79	\$675.00	\$1,013.00	\$935.00	\$688.00
Landfill: Leachate Pumps	\$1,692.54	\$675.00	\$888.00	\$935.00	\$671.00
Com Tower/911 @ Tanager Dr.	\$1,659.41	\$600.00	\$900.00	\$885.00	\$632.00
Com Tower/911 @ Grate Ave	\$1,697.79	\$775.00	\$963.00	\$975.00	\$752.00
Evacuation Shelter/Andrews Elem.	\$2,868.37	\$1,125.00	\$975.00	\$2,055.00	\$1,239.00
Evacuation Shelter/Pleasant Hill Elem.	\$2,468.28	\$1,125.00	\$975.00	\$2,055.00	\$1,239.00
Rear Pump Station-Pleasant Hill Elem.	\$1,408.15	\$660.00	\$925.00	\$885.00	\$699.00
EOC / 911 Communications	\$2,009.76	\$875.00	\$1,125.00	\$1,335.00	\$849.00
Alternate Emergency Operations Center Location	\$1,541.65	\$800.00	\$1,475.00	\$1,295.00	\$699.00
NW Regional Rec Center at Choppee Community	\$2,042.01	\$660.00	\$925.00	\$1,335.00	\$1,033.00
GTC Fire, Station 4	\$1,397.49	\$575.00	\$750.00	\$825.00	\$593.00
GTC Fire, Station 5	\$1,607.49	\$940.00	\$750.00	\$825.00	\$593.00
GTC Fire, Station 11	\$1,447.74	\$575.00	\$750.00	\$825.00	\$593.00
GC Sheriff's Office	\$2,240.13	\$900.00	\$1,475.00	\$1,635.00	\$909.00
GC Airport (KGGE)	\$2,063.01	\$1,140.00	\$1,475.00	\$1,390.00	\$940.00
Annual Total:	\$38,904.77	\$16,925.00	\$21,617.00	\$25,140.00	\$16,855.00
Labor Rates w/ Transportation					
Regular Time (\$/Hr.)	\$97.00	\$100.00	\$95.00	\$90.00	\$120.00
Over Time (\$/Hr.)	\$145.50	\$150.00	\$142.50	\$135.00	\$165.00
Holiday Time (\$/Hr.)	\$194.00	\$150.00	\$190.00	\$180.00	\$165.00
Charge for Minimum Number of Labor Hrs. for Repairs?	Yes, 2 Hrs.	Yes, 4 Hrs. (Only if it is weekends or after hours.)	No	Yes, 3 Hrs.	No
Number of Hrs. to arrive for Emergency/Service Calls?	4 Hrs.	2.5 Hrs.	4 Hrs.	1.5 Hrs.	2 Hrs.
Material Rate - % Mark-up	30%	20%	10%	20%	20%
Authorized to collect SC Sales Tax?	[Blank]	Yes	[Blank]	Yes	Yes
Origin Location for Emergency Response Tech:	Loris, SC	West Columbia, SC	Charleston, SC or Wilmington, NC	Charleston, SC	Moncks Corner, SC
Local Vendor Preference	No, Loris, SC	No, West Columbia, SC	No, Charlotte, NC	No, Ball Ground, GA	No, Charleston, SC
Exceptions?	Exceptions Page Not Provided	None	[Blank]	None	None
Comments	Corrected Total				



Georgetown County
Department of Public Services
Phone: (843) 545-3325

Memorandum

To: Kyle Prufer, Purchasing Officer

From: Ray C. Funnye, Director 

File No.: 316.24

Date: March 2, 2018

Re: Recommendation for RFP #18-004: Emergency Back-Up Generator Preventative Maintenance & Repair

On February 7, 2018, Georgetown County Department of Public Services received eleven (11) bids for RFP #18-004: Emergency Back-Up Generator Preventative Maintenance & Repair.

The evaluation committee determined all bids met the required specifications; however, the lowest bidder was W. W. Williams at \$16,855.00. The committee sought and obtained recommendations for this supplier from its current customer base, and found W.W. Williams' record of service and support to be commendable and therefore acceptable. Additionally, W.W. Williams has the ability to respond promptly and efficiently from their local office.

Based on the aforementioned, I hereby recommend that the award of RFP #18-004: Emergency Back-Up Generator Preventative Maintenance & Repair go to W.W. Williams at \$16,855.00.

Item Number: 8.a
Meeting Date: 3/13/2018
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Disabilities & Special Needs Board

CURRENT STATUS:

Pending reappointment.

POINTS TO CONSIDER:

Ms. Elizabeth Bazemore currently serves on the Georgetown County Board of Disabilities and Special Needs representing Council District 2. Her current term has ended, and Councilman Charlton desires to nominate Ms. Bazemore for reappointment to this Board.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Ratify reappointment of Elizabeth Bazemore to the Georgetown County Board of Disabilities and Special Needs.
2. Do not ratify this appointment.

STAFF RECOMMENDATIONS:

Ratify reappointment of Elizabeth Bazemore to the Georgetown County Board of Disabilities and Special Needs.

Item Number: 8.b
Meeting Date: 3/13/2018
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Sheriff's Citizen Advisory Board

CURRENT STATUS:

Pending appointment

POINTS TO CONSIDER:

There is currently a vacancy on the Sheriff's Advisory Board representing Council District 4. Council member Lillie Jean Johnson would like to appoint Mr. Frederick Williams to the fill this seat.

If appointed, Mr. Williams will serve a four year term ending on March 15, 2022.

FINANCIAL IMPACT:

N/A

OPTIONS:

1. Ratify appointment of Mr. Frederick Williams to the Sheriff's Advisory Board.
2. Do not ratify this appointment.

STAFF RECOMMENDATIONS:

Recommendation for the appointment of Mr. Frederick Williams to the Sheriff's Advisory Board representing Council District 4.

ATTACHMENTS:

Description	Type
 F Williams_Sheriff's Adv Board	Backup Material



QUESTIONNAIRE FOR
BOARD / COMMISSION
PLEASE PRINT



[For all yes/no questions please circle appropriate answer]

Name of Board / Commission to which you wish to be appointed / reappointed:

- | | | |
|--|---|--|
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Coastal Carolina University Advisory Board | <input type="checkbox"/> Midway Fire-Rescue Board |
| <input type="checkbox"/> Alcohol & Drug Abuse Commission | <input type="checkbox"/> Economic Development Alliance Board | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Assessment Appeals Board | <input type="checkbox"/> Fire District 1 Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> ATAX Commission | <input type="checkbox"/> Historical Commission | <input checked="" type="checkbox"/> Sheriff Advisory Board |
| <input type="checkbox"/> Building Codes Board of Appeals | <input type="checkbox"/> Library Board | <input type="checkbox"/> Tourism Management Commission |
| | | <input type="checkbox"/> Zoning Appeals Board |

Name: Fredrick Dalton Williams
[First] [Middle/Maiden] [Last]

Home Address: 1706 Duke St.

Home Phone: (843) Work Phone: Cell Phone: (843) 359-7573

Email Address: williams64fred(a)gmail.com

Permanent resident of Georgetown County? YES / NO Registered Voter in Georgetown County? YES / NO

Occupation: Painter / Retired Present Employer: Retired / Robert Brinson - Gen. Contractor
[If retired, most recent employer]

Employer Address: Hogley Estate / Pawleys Island, S.C.

Please indicate which best describes the level of education you last completed:

☐ Some High School ☐ High School Graduate/GED ☒ Some College ☐ College Graduate

Professional Degree [please specify] NONE

Do you serve on any other state, county, city, or community boards/commissions, or hold an elected office? YES / NO

[If yes, please list]: Westend Citizens Council (Pres.) Westend Redevelopment Board member

Do you have any interest in any business that has, is, or will do business with the County of Georgetown? Yes / NO

[If yes, please list]:

Do you have a potential conflict of interest or reason to routinely abstain from voting on this board /commission? Yes / NO

[If yes, please list]:

Summary of Qualifications or Experience that you feel would be beneficial to this board/commission:

This is my home, and I love it; I am always striving to see and help implement things to make this an even better community!! Passionate!!

I hereby agree to attend the stated and called meetings of this entity to which I may be appointed and further agree that should I miss three (3) consecutive meetings or, half the meetings within a six-month period, I will resign my appointment.

Fredrick D. Williams 3/7/18
Applicant Signature Date

NOTE: Applications for service on Georgetown County Boards and Commissions remain on file for 2 years. If you have not been appointed to serve on a board/commission within that timeframe you may re-submit your application. Please note that information provided in this application may be subject to SC Freedom of Information disclosure.

[Please return completed form to Theresa Floyd, Clerk to Council, 716 Prince Street, Georgetown, SC 29440]

Item Number: 9.a
Meeting Date: 3/13/2018
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Resolution No. 2018-05 - To Declare April 2018 as "Fair Housing Month" in Georgetown County

CURRENT STATUS:

Pending adoption

POINTS TO CONSIDER:

In April 1968 the United States passed a Fair Housing Law supporting the policy of fair housing without regard to race, color, creed, national origin, sex, familial status, or handicap. The State of South Carolina enacted Fair Housing Law in 1988 supporting the same policies, and encouraging fair housing for all citizens.

Georgetown County Council believes that all of its citizens should be afforded the opportunity to attain a safe and decent living environment. Furthermore, Georgetown County Council is committed to highlighting Fair Housing Law and supports programs that will educate and inform the public about the right to equal housing opportunities.

April is recognized nationally as Fair Housing Month. Georgetown County Council also designates and recognizes April 2018 as "Fair Housing Month" in Georgetown County.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adopt Resolution No. 2018-05 designating April 2018 as "Fair Housing Month" in Georgetown County.
2. Do not adopt Resolution No. 2018-05.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Resolution No. 2018-05 designating April 2018 as "Fair Housing Month" in Georgetown County.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution No 2018-05 Designation of April 2018 as Fair Housing Month	Resolution Letter

RESOLUTION No. 2018-05

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

FAIR HOUSING MONTH
April 2018

Whereas, Georgetown County Council desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and

Whereas, Georgetown County Council rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status, in the sale, rental, or provision of other housing services; and

Whereas, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989; and

Whereas, April is recognized nationally as Fair Housing Month; and

THEREFORE, BE IT RESOLVED, that Georgetown County Council does hereby designate April 2018 as Fair Housing Month, in Georgetown County, SC.

SO SHALL IT BE adopted this 13th day of March, 2018, by Georgetown County Council, and published in the newspaper on _____.

Johnny Morant, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk
Georgetown County Council

Item Number: 12.a
Meeting Date: 3/13/2018
Item Type: FIRST READING OF ORDINANCES

DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-05 - A proposed zoning text amendment to the Zoning Ordinance to allow accessory dwelling units in certain zoning districts.

CURRENT STATUS:

Currently, accessory dwelling units are allowed in the General Residential (GR), Rural General Residential (RG), Five Acre Residential (R-5AC) and Preservation

POINTS TO CONSIDER:

1. The County frequently receives plans that show space, particularly attic space, that could be converted into a small living space. It has been the policy of the County to encourage the use of space in a building.
2. Staff considered the issue of length of stay or short-term versus long-term rentals. The attached ordinance addresses long term stays which were deemed to be a concern.
3. Accessory dwelling units (ADU's) are also referred to as garage apartments, granny flats and mother-in-law suites in some localities. They are not duplexes which are a different type of unit.
4. Staff believes there are many benefits to accessory dwelling units such as providing affordable housing, promoting on-site care giving, providing smaller spaces for those who need them.
5. The General Residential (GR) District currently requires the addition of 2,000 square feet to a standard lot to accommodate a second family. Staff utilized this ordinance to allow for a second dwelling unit.
6. Staff does not believe this ordinance will spark a huge surge of accessory dwellings, but will be greatly beneficial to those families needing such a dwelling. This ordinance will allow for a family to want to downsize.
7. Staff did not recommend that the type of occupancy be addressed beyond limiting it to long term. It is not practical to limit occupancy to blood relatives as staff promotes promoting affordable housing which is a primary County goal.
8. Staff earlier presented an ordinance that related the size of the accessory dwellings to lot size. It has since been decided that this approach may have unintended consequences.
9. Staff recommended approval for the attached ordinance.
10. The Planning Commission held a public hearing on this issue at their February 15th meeting. A representative from the Hagley Estates POA spoke with concerns regarding restrictions. The PC discussed the possibility of requiring letters of notification to immediately adjacent property owners as part of the building permit application process.
11. The Commission voted 7 to 0 to recommend approval for the attached ordinance.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

	Description
□	Ordinance No. 2018-05 proposed zoning text amendment to the Zoning Ordinance to allow accessory dwelling units in certain zoning districts.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2018-05

AN ORDINANCE TO AMEND ARTICLE III, DEFINITIONS, AND ARTICLE VI REQUIREMENTS BY DISTRICT, SECTIONS 601, 602, 603, 604, 605, 607, 610, 611, 622, 623, 625, 627, 628, 629, AND 630 OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA TO ADDRESS ACCESSORY DWELLINGS

**WHEREAS, THE CREATION OF AFFORDABLE HOUSING IS A GOAL OF GEORGETOWN COUNTY; AND
WHEREAS, MANY FAMILIES WANT THEIR AGING MEMBERS TO ENJOY THE EMOTIONAL AND FINANCIAL BENEFITS OF LIVING NEAR THEIR FAMILIES AND CARE GIVERS; AND
WHEREAS, HOME OWNERSHIP IS INCREASINGLY DIFFICULT AND REVENUE GENERATED FROM AN ACCESSORY DWELLING WILL GREATLY BENEFIT A HOME OWNER; AND
WHEREAS, MANY PEOPLE DO NOT NEED OR DESIRE LARGE SQUARE FOOTAGE TO ENJOY LIFE; AND
WHEREAS, ACCESSORY DWELLINGS WOULD NOT CAUSE HARM TO NEIGHBORHOODS AND THIS ORDINANCE HAS NO EFFECT ON SUBDIVISIONS WITH CONFLICTING DEED RESTRICTIONS OR COVENANTS; AND
WHEREAS, THIS ORDINANCE DOES NOT ENCOURAGE SHORT-TERM RENTALS.**

NOW THEREFORE BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, THAT ARTICLE III, DEFINITIONS, SECTION 339, DWELLING UNIT, OF THE ZONING ORDINANCE BE AMENDED BY ADDING SUBSECTION 339.5, ACCESSORY DWELLING UNIT, WHICH SHALL READ AS FOLLOWS:

339.5 Dwelling Unit, Accessory. A detached secondary single family dwelling that meets the International Building Codes, not to include a mobile home, located on the same parcel as a principal structure. Accessory dwelling units are to provide habitation for long-term periods which shall be deemed to exceed more than ninety (90) consecutive days.

BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 601, FOREST AND AGRICULTURE (FA), SUBSECTION 601.108 BE AMENDED TO READ AS FOLLOWS:

- 601.108 Single family dwellings and one accessory dwelling per parcel when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 602, ONE ACRE RESIDENTIAL DISTRICT (R-1AC), SUBSECTION 602.101 BE AMENDED TO READ AS FOLLOWS:

- 602.101 Single family dwellings and one accessory dwelling per parcel when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 603, ONE HALF ACRE RESIDENTIAL DISTRICT (R-1/2AC), SUBSECTION 603.101 BE AMENDED TO READ AS FOLLOWS:

- 603.101 Single family dwellings and one accessory dwelling per parcel when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 604, 10,000 SQUARE FEET RESIDENTIAL DISTRICT (R-10), BE AMENDED BY ADDING SUBSECTION 604.203 WHICH SHALL READ AS FOLLOWS:

- 604.203 Accessory dwelling unit provided that:

- 604.2031 One accessory dwelling unit shall be allowed on a parcel with a principal use if the total parcel area is at least 12,000 square feet in area and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 605, 10,000 SQUARE FEET RESIDENTIAL DISTRICT (MR-10), SUBSECTION 605.202 BE ADDED TO READ AS FOLLOWS:

- 605.202 One accessory dwelling unit shall be allowed on a parcel with a principal use if the total parcel area is at least 12,000 square feet. Additionally, an accessory dwelling unit shall not be permitted as

an accessory to a mobile home and the habitable space of the accessory unit shall not exceed nine hundred (900) square feet;

BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 610, NEIGHBORHOOD COMMERCIAL DISTRICT (NC), SUBSECTION 610.206 BE AMENDED TO READ AS FOLLOWS:

610.206 Accessory dwelling units located on a parcel when the single family principal dwelling is not a mobile and the habitable space of the accessory unit does not exceed nine hundred (900) square feet. Detached accessory dwelling structures are not permitted when the principal use of a parcel is not residential.

BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 611, GENERAL COMMERCIAL (GC), SUBSECTION 611.221 BE ADDED TO READ AS FOLLOWS:

611.221 Accessory dwelling units located on a parcel when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet. Detached accessory dwelling structures are not permitted when the principal use of a parcel is not residential.

BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 622, VILLAGE 10,000 SQUARE FEET RESIDENTIAL DISTRICT (VR-10), SUBSECTION 622.206 BE ADDED TO READ AS FOLLOWS:

622.206 One accessory dwelling unit shall be allowed on a parcel with a principal use if the total parcel area is at least 12,000 square feet and the habitable space of the accessory unit does not exceed nine hundred (900) square feet. Additionally, an accessory dwelling unit shall not be permitted as an accessory to a mobile home.

BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 623, RURAL VILLAGE COMMERCIAL (RVC), SUBSECTION 623.205 BE ADDED TO READ AS FOLLOWS:

623.205 One accessory dwelling unit shall be allowed on a parcel with a single family principal dwelling when the single family principal dwelling is not a mobile home and the habitable space of the

accessory unit does not exceed nine hundred (900) square feet. Additionally, an accessory dwelling unit shall not be permitted as an accessory to a mobile home.

BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 625, FOREST AGRICULTURE/RESIDENTIAL DISTRICT (FA/R), SUBSECTION 625.106 BE AMENDED TO READ AS FOLLOWS:

625.106 Single family dwellings and one accessory dwelling per parcel when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet.

BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 627, THREE-QUARTER ACRE RESIDENTIAL DISTRICT (R-3/4AC), SECTION 627.101 BE AMENDED TO READ AS FOLLOWS:

627.101 Single family dwellings and one accessory dwelling per parcel when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 628, FOREST AND AGRICULTURE/COMMERCIAL DISTRICT (FA/C), SUBSECTION 628.108 BE AMENDED TO READ AS FOLLOWS:

628.108 Single family dwellings and one accessory dwelling per parcel when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 629, 8,000 SQUARE FEET RESIDENTIAL DISTRICT (R-8), SUBSECTION 629.203, BE ADDED TO READ AS FOLLOWS:

629.203 Accessory dwelling unit provided that:

629.2031 One accessory dwelling unit shall be allowed on a parcel with a principal use if the total parcel area is at least 10,000 square feet in

area when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 630, 6,000 SQUARE FEET DISTRICT (R-6), SUBSECTION 630.301 BE ADDED TO READ AS FOLLOWS:

630.3 Accessory dwelling unit provided that:

630.301 One accessory dwelling unit shall be allowed on a parcel with a principal single family dwelling that is not a mobile home if the total parcel area is at least 8,000 square feet in area and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-05, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

Item Number: 16.a
Meeting Date: 3/13/2018
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-19 - An amendment to the Georgetown County Zoning Map to rezone approximately 948 acres located along the Pennyroyal Road and Sampit River, further identified as tax parcel 01-0437-002-00-00, from Forest and Agriculture (FA) and Conservation Preservation (CP) to Heavy Industrial (HI) and Conservation Preservation (CP).

CURRENT STATUS:

Georgetown County has or is acquiring approximately 948 acres of vacant land near Pennyroyal Road to market and utilize for economic development, including possible heavy industrial applications.

POINTS TO CONSIDER:

1. The subject parcel is currently zoned FA and CP. CP consists of marshland along the Sampit River and perhaps a small area near Pennyroyal Road. The County proposes to leave CP as it exists today.
2. The current Future Land Use Map show this property as industrial so the rezoning application is consistent with the County's Comprehensive Plan.
3. The site is located approximately 2.5 miles south of US Highway 17, measured from the traffic signal at the intersection of US Highway 17 and Pennyroyal Road. It is adjacent to 3V Chemical and approximately 4,200 feet from the Santee Cooper Generating Station. Mauresina Road runs thru the center of the property. There is some R1/2Ac zoning and three FA zoned dwellings at the end of Mauresina Road. Mauresina Road is a County road.
4. According to a flyer published by the Georgetown County Economic Department, the site has access to rail, water, sewer, natural gas, power, fiber and barge traffic. These are ideal components for economic development. The site includes approximately 4,670 feet of frontage along the Sampit River.
5. The County's Long Range Transportation Plan includes the upgrading of Pennyroyal Road as the need arises. No particular project or use has been identified so traffic counts are not useful for the rezoning process.
6. Any future industrial use which may cause significant noise, dust, vibrations, etc., would have to be located at least 500 feet from any abutting property line.
7. Staff recommended approval of the request.
8. The Planning Commission held a public hearing on this issue at their July 20th meeting. Nine people spoke against the proposed rezoning citing issues such as the history of the site, increased traffic, decreased property values, negative impacts on the environment, water quality, noise and the effect on endangered species. A county representative pointed to the need for jobs that provide a living wage in our area, future evaluations for the site dealing with environmental issues, and the uniqueness of the property due to the adjacent rail, natural gas, water/sewer and barge/river access. After some discussion, the Commission voted 7 to 0 to recommend denial for the proposed rezoning.

FINANCIAL IMPACT:

Not applicable due to current information.

OPTIONS:

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

STAFF RECOMMENDATIONS:

Defer action pending further report from the Land Use Committee.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▢ Ordinance No. 2017-19 Penny Royal Road Rezoning	Ordinance
▢ Pennyroyal rd rezoning correspondence (July PC meeting)	Backup Material
▢ Application and attachments (pennyroyal road rezoning)	Backup Material
▢ Pennyroyal rd rezoning correspondance (Aug PC meeting)	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2017-19

AN ORDINANCE TO REZONE APPROXIMATELY 948 ACRES LOCATED ALONG PENNYROYAL ROAD AND THE SAMPIT RIVER, FURTHER IDENTIFIED AS TAX PARCEL 01-0437-002-00-00, FROM FOREST AND AGRICULTURE (FA) AND CONSERVATION PRESERVATION (CP) TO HEAVY INDUSTRIAL (HI) AND CONSERVATION PRESERVATION (CP)

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT APPROXIMATELY 948 ACRES OF LAND, FURTHER IDENTIFIED AS TAX PARCEL 01-0437-002-00-00, LOCATED ALONG PENNYROYAL ROAD AND THE SAMPIT RIVER, BE REZONED FROM FOREST AND AGRICULTURE (FA) AND CONSERVATION PRESERVATION (CP) TO HEAVY INDUSTRIAL (HI) AND CONSERVATION PRESERVATION (CP).

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2017.

_____(SEAL)
Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2017-19 has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Tiffany Coleman

From: Patricia and Joseph Frick <pjfrick@msn.com>
Sent: Tuesday, July 18, 2017 2:03 PM
To: Tiffany Coleman
Subject: REV 6-17-18587

Follow Up Flag: Follow up
Flag Status: Flagged

BELOW ARE MY COMMENTS CONCERNING THE PROPOSAL TO REZONE 948 ACRES OF FOREST AND AGRICULTURE AND CONSERVATION PRESERVATION TO HEAVY INDUSTRY.

TMS# 01-0437-002-00-00, CASE NUMBER REZ 6-17-18587.

MY HUSBAND AND MYSELF ARE HOMEOWNERS WHOSE PROPERTY ABUTS THIS LAND IN QUESTION.

LET ME BEGIN BY STATING THAT THIS IS A TRAVESTY OF JUSTICE FOR OUR COMMUNITY.

FIRSTLY, GEORGETOWN COUNTY IS ACTING AS AN AGENCY FOR RED MOUNTAIN TIMBER, LLC, A PRIVATE ENTITY, AGAINST THE WISHES OF THE RESIDENTIAL COMMUNITY. YOU ARE SWORN TO UPHOLD OUR INTEREST AND WE ARE THE FOLKS WHO PAY FOR THE GOVERNMENT OF GEORGETOWN COUNTY.

SECONDLY, YOU ARE ATTEMPTING TO REZONE 948 ACRES OF FOREST AND AGRICULTURE (FA) AND CONSERVATION PRESERVATION LAND ON THE SAMPIT RIVER TO HEAVY INDUSTRIAL!!! THAT IS FROM ONE OF THE MOST CONSERVATIONARY CATEGORIES TO THE MOST DANGEROUS AND HIGHLY POLLUTING.

THIS ACTION, IF IT ALLOWED TO PROCEED WILL DESTROY THE RESIDENTIAL COMMUNITY WHICH INCLUDES HOMES, CHURCHES, SCHOOLS, BURIAL GROUNDS, ETC. FURTHERMORE, IT WILL DEVASTATE THE SAMPIT RIVER, WHICH IS PART OF THE WATERSHED FOR THE WACCAMAW RIVER (THE ICW). THE SHRIMP INDUSTRY, BOATING AND TOURISM WILL BE NEGATIVELY IMPACTED. WILDLIFE, AIR QUALITY, SOIL, SOUND, TRAFFIC, ETC. CANNOT WITHSTAND HEAVY INDUSTRY.

THIRDLY, IT IS MY UNDERSTANDING THAT ALL RESPONSIBLE COMMUNITIES THROUGHOUT THE UNITED STATES WILL ONLY SEEK TO REZONE AREAS TO HEAVY INDUSTRIAL IF THEY ARE INLAND, AWAY FROM WATERWAYS AND CERTAINLY AWAY FROM RESIDENTIAL COMMUNITIES. THAT SEEMS TO NOT BE THE POLICY OF GEORGETOWN COUNTY.

FURTHERMORE, THIS ACTION IS BEING FORCED DOWN THE THROAT OF THE COMMUNITY WITH AS LITTLE PUBLICITY AS POSSIBLE!!! THE NOTICE OF THE JULY 20TH MEETING WAS THE FIRST ANY OF US HAD HEARD OF THIS AND WE JUST RECEIVED THAT LESS THAN 3 WEEKS AGO. WHY THE SECRECY?

WE NEED TO KNOW THAT OUR ELECTED OFFICIALS WILL NOT USE THE POWER THAT WE HAVE INVESTED IN THEM TO DESTROY OUR COMMUNITY IN ORDER TO FAVOR THE FINANCIAL INTERESTS OF PRIVATE COMPANIES! PLANNING COMMISSION INTENDS TO VOTE TO MOVE THE REZONING ISSUE FORWARD.

WE WANT THIS REZONING TO BE VOTED DOWN ON JULY 20, 2017.

PATRICIA VENDITTO FRICK

Tiffany Coleman

From: Deborah Mangan <dmangan@zai-inc.com>
Sent: Wednesday, July 19, 2017 6:21 AM
To: Tiffany Coleman
Subject: Rezoning along the Sampit

We are hoping you will not allow rezoning along the Sampit River. Georgetown is a beautiful, special area. Please keep it natural and pristine.

Thank you,
Jack and Deborah Mangan
Residents of Georgetown

Sent from my iPhone



**129 Screven St. Suite 222
Post Office Drawer 421270
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)

(X) 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: 01-0437-002-00-00

Street Address: 3200 - 3800 Block of Pennyroyal Rd.

City / State / Zip Code: Georgetown, SC 29440

Lot Dimensions/ Lot Area: 948 Acres

Plat Book / Page: 22 - 154

Current Zoning Classification: FA and CP

Proposed Zoning Classification: HI – Heavy Industry

Property Owner of Record:

Name: Red Mountain Timber Co LLC
C/O Resource Management Services Inc

Address: 9418 Highmarket St

City/ State/ Zip Code: Georgetown, SC 29440

Telephone/Fax Numbers: 205-980-7318

E-mail: CLAIR@RESOURCEMGT.COM

Signature of Owner / Date:  6/5/17

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: Georgetown County

Address: 716 Prince St.

City / State / Zip Code: Georgetown, SC 29440

Telephone/Fax: 843-545-3006

E-mail: btucker@gtcounty.org

Signature of Agent/ Date:  6/5/17

Signature of Property Owner:  6/5/17

Contact Information:

Name: Brian Tucker, Georgetown County

Address: 716 Prince St. Georgetown, SC 29440

Phone / E-mail: 843-545-3006

Please provide the following information.

1. Please submit 12 copies of the site plan or plat (size: 11 x 17 or 24 x 26, as needed)
2. Please explain the rezoning request for this property.

Georgetown County Economic Development is promoting the site as a potential industrial location to increase jobs and enhance the tax base. The site has road, rail, river and gas available which are attractive industries.

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:

_____ N/A _____

2. Indicate the reasons for the proposed changes:

_____ N/A _____

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 St. Suite 222, Georgetown, SC 29440."**

2. A list of all persons (and related Tax Map Numbers) to whom envelopes are addressed 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 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.

SAMPIT RIVER CORRIDOR SITE

Georgetown County, South Carolina



SITE OVERVIEW

- ✦ **948 Acre Site**
Minimal wetlands
- ✦ **Barge Accessible**
- ✦ **Rail**
- ✦ **Natural Gas**
- ✦ **Georgetown Port**
Less than 5 miles by barge
- ✦ **60 Miles North of the Port of Charleston**

INFRASTRUCTURE

All figures are approximate

BARGE ACCESS: 20' Depth

RAIL ACCESS: Possible

NATURAL GAS: Heavy Gas Available
Provided by SCE&G

WATER: 1.615 MGD
Provided by Georgetown County Water and Sewer District

SEWER: 2.5 MGD
Provided by Georgetown County Water and Sewer District

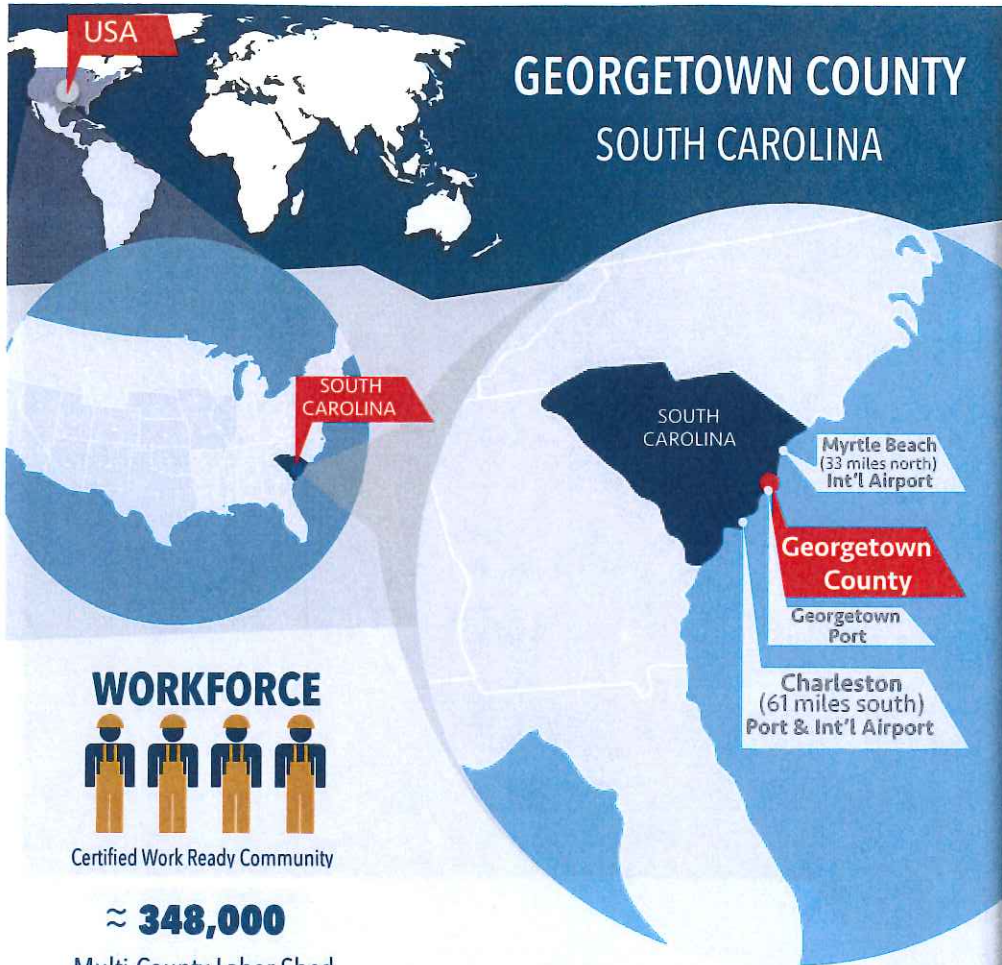
POWER: Generating Station one mile from site
Provided by Santee Elective Cooperative

FIBER/TELECOMM: Dual Providers

An Ocean of Opportunity
See GEORGETOWN.com

Georgetown County Economic Development
Brian Tucker - Director
btucker@gtcounty.org 843.655.2312

GEORGETOWN COUNTY SOUTH CAROLINA



WORKFORCE



Certified Work Ready Community

≈ **348,000**

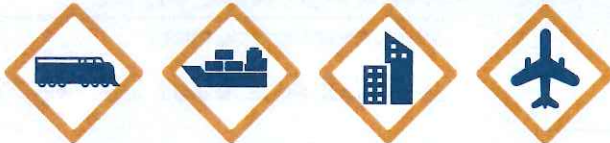
Multi-County Labor Shed

EDUCATION



Horry-Georgetown Technical College
Georgetown County School District

INFRASTRUCTURE



COMPARE

 Median Home Value
\$158,00 vs USA \$176,700

Cost of Living Index 
94.8 vs USA 100

 Average Annual Salary
\$37,482 vs USA \$52,791

**THE ONLY COUNTY IN SC WITH AVAILABLE
RAIL, GAS, BARGE, & PORT ACCESS**

**CERTIFIED INDUSTRIAL SITES &
FOUR INDUSTRIAL PARKS**

Two General Aviation Airports in Georgetown County

Data Sources: Jada20 and 2011

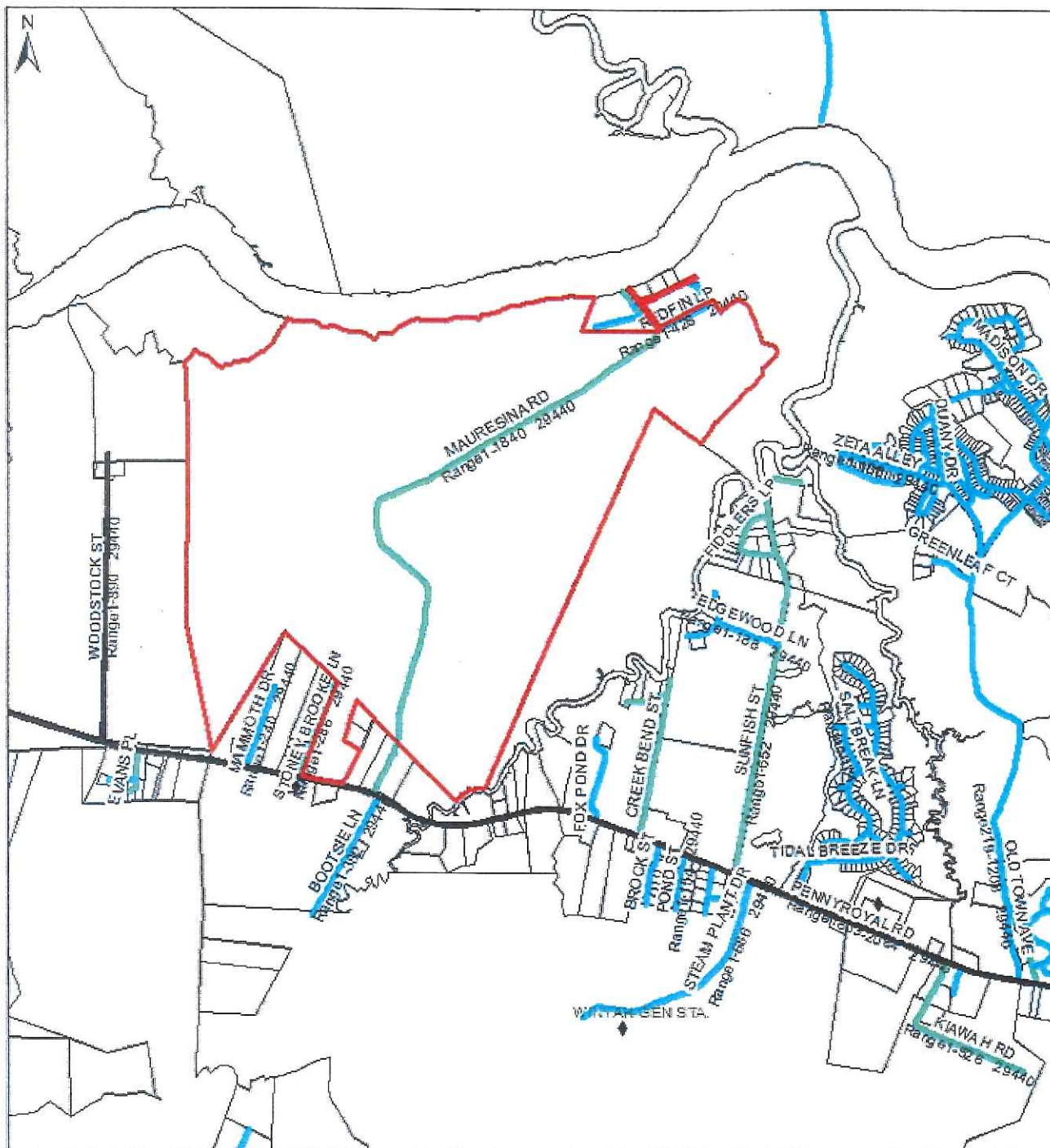
South Carolina named a top state for doing business by Area Development Magazine & Chief Executive Magazine

An Ocean of Opportunity
See**GEORGETOWN.com**

Georgetown County Economic Development

Brian Tucker - Director

btucker@gtcounty.org 843.655.2312



Red Mountain Timber Co., LLC
FA and CP to HI
Property Location
REZ 6-17-18587

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

Red Mountain Timber Co, LLC

Lot Lines

Landmarks

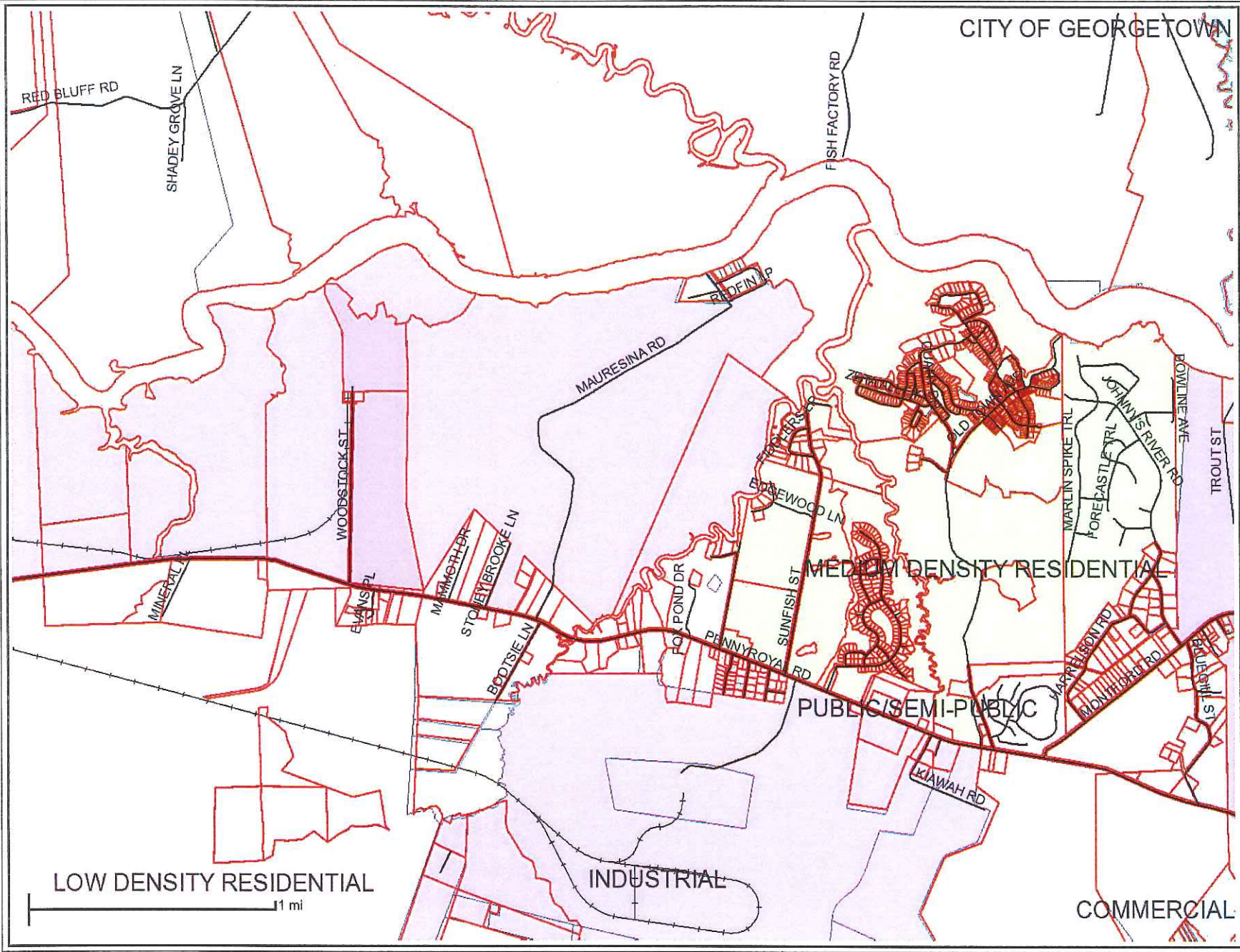
Municipalities

0 700 1,400 2,800 4,200 5,600 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.

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CITY OF GEORGETOWN



LOW DENSITY RESIDENTIAL

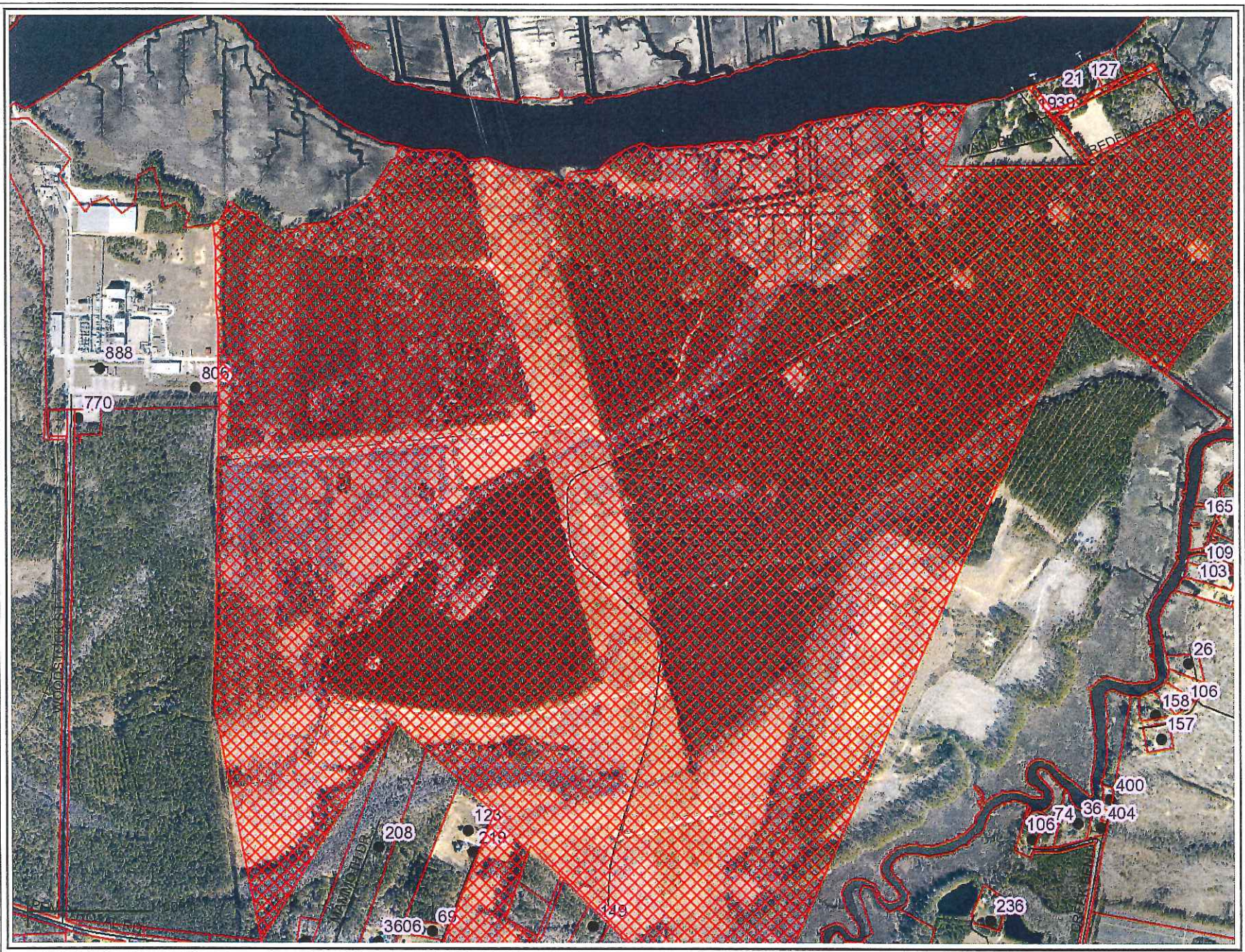
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INDUSTRIAL

MEDIUM DENSITY RESIDENTIAL

PUBLIC/SEMI-PUBLIC

COMMERCIAL





NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Georgetown County as agent for Red Mountain Timber, LLC, to rezone approximately 948 acres located north of Pennyroyal Road, near Mauresina Road, and along the Sampit River from Forest and Agriculture (FA) and Conservative Preservation (CP) to Heavy Industry (HI). TMS# 01-0437-002-00-00. Case Number REZ-6-17-18587.

The Planning Commission will be reviewing this request on **Thursday, July 20, 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: jjacobs236@aol.com
Sent: Tuesday, August 15, 2017 11:34 AM
To: Tiffany Coleman
Subject: Case #REZ-6-17-18587 TMS# 010437-002-00-00

Follow Up Flag: Follow up
Flag Status: Flagged

Georgetown County Planning Commission
P.O. Drawer 421270
Georgetown South Carolina 29442

My name is Roy Jacobs. I own property and live on the Sampit River. I am unable to attend the meeting on August 17 2017 and wish to have my views heard. I vehemently object to rezoning any property on the Sampit River To Heavy Industry (HI). Years ago the River was contaminated by Industry and it took years to restore clean water for fish and wildlife. I do not wish to see this happen again. I purchased this property to enjoy clean water and fish and wildlife and will do everything I can to keep it that way. Thank you for your consideration.
Roy Jacobs

Tiffany Coleman

From: Holly Richardson
Sent: Tuesday, August 15, 2017 1:08 PM
To: Tiffany Coleman
Cc: Brian Tucker
Subject: FW: Save the Sampit

Follow Up Flag: Follow up
Flag Status: Flagged

From: Elizabeth Krauss [mailto:ekrauss@gcbdsn.com]
Sent: Tuesday, August 15, 2017 12:57 PM
To: Holly Richardson <hrrichardson@gtcounty.org>
Subject: FW: Save the Sampit

Elizabeth Krauss

Growth Enterprises, Georgetown DSN
843-904-6303

CONFIDENTIALITY NOTICE: This electronic mail may contain information that is privileged, confidential, and/or otherwise protected from disclosure to anyone other than the intended recipient(s). Any dissemination or use of this electronic mail or the contents by persons other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately by reply mail so that we may correct our records. Please delete the original message. Thank you.

From: Melba Taylor [mailto:melba@grimesandassoc.com]
Sent: Tuesday, August 15, 2017 11:26 AM
To: ekrauss@gcbdsn.com
Subject: Save the Sampit

I oppose rezoning to heavy industry. Melba Taylor

Tiffany Coleman

From: Holly Richardson
Sent: Tuesday, August 15, 2017 4:37 PM
To: Tiffany Coleman
Subject: FW: SUBJECT: SAVE THE SAMPIT

Follow Up Flag: Follow up
Flag Status: Flagged

From: Liz [mailto:ekrauss@gcbdsn.com]
Sent: Tuesday, August 15, 2017 4:08 PM
To: Holly Richardson <hrichardson@gtcounty.org>
Subject: Fwd: SUBJECT: SAVE THE SAMPIT

Begin forwarded message:

From: Jim and Peggy Jamieson <jamie36ic@yahoo.com>
Date: August 15, 2017 at 2:46:39 PM EDT
To: ekrauss@gcbdsn.com
Subject: SUBJECT: SAVE THE SAMPIT

As residents and registered voters of Georgetown County and Harmony Township, my wife and I are strongly opposed to the proposed rezoning of 948 acres on Pennyroyal Road from Farming/Agriculture & Conservation/Preservation to Heavy Industrial.

We are opposed for the following reasons:

- 1) Numerous waterways, especially the Sampit River, will quite possibly be negatively affected by such a move and subjected to exposure to pollutants and contaminants.
- 2) There will be a significant impact to the quality of life for hundreds of us who live along the Pennyroyal corridor. We will be exposed to air, noise and possibly water pollution. Traffic is already a problem on Pennyroyal due to the heavy truck traffic which we face on a daily basis.
- 3) There appear to be numerous other potential sites for heavy industrial plants which would not impact as many people and not have the potential for catastrophic environmental consequences.
- 4) The 948 acre site is home for several endangered species, including bald eagles, swallowtailed kites and pileated woodpeckers. There also is a private cemetery on the property.
- 5) We question the use of taxpayer to purchase this property.
- 6) We believe Georgetown County officials have not done a proper due diligence study on the proposed property. There have been no environmental, traffic, navigation, water quality studies as of this date.
- 7) There have been problems with pollution spills in the past at 3V and International Paper. The Sampit River is a small river and does not have sufficient water flow to dilute any potential pollution.

It is our hope that you will vote against this rezoning request. We plan to attend the next Planning Commission meeting and all future County Council meetings dealing with this issue.

Sincerely,

Jim & Peggy Jamieson

Tiffany Coleman

From: Holly Richardson
Sent: Wednesday, August 16, 2017 1:22 PM
To: Tiffany Coleman
Subject: FW:

Follow Up Flag: Follow up
Flag Status: Flagged

From: Elizabeth Krauss [mailto:ekrauss@gcbdsn.com]
Sent: Wednesday, August 16, 2017 1:14 PM
To: Holly Richardson <hrrichardson@gtcounty.org>
Subject: FW:

Elizabeth Krauss

Growth Enterprises, Georgetown DSN
843-904-6303

CONFIDENTIALITY NOTICE: This electronic mail may contain information that is privileged, confidential, and/or otherwise protected from disclosure to anyone other than the intended recipient(s). Any dissemination or use of this electronic mail or the contents by persons other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately by reply mail so that we may correct our records. Please delete the original message. Thank you.

From: Chris Harrelson [mailto:chris.harrelson18@gmail.com]
Sent: Wednesday, August 16, 2017 1:02 PM
To: ekrauss@gcbdsn.com
Subject:

I am opposed to the proposed industrial park along the sampit River and pennyroyal Creek. Thanks Chris Harrelson

Tiffany Coleman

From: April O'Leary <admin@winyahivers.org>
Sent: Wednesday, August 16, 2017 4:45 PM
To: Tiffany Coleman
Subject: Sampit Proposal
Attachments: Sampit Rezone Proposal- GT.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Tiffany Coleman,

I hope this email finds you well.

I wanted to take this opportunity to submit comments on the current proposal to rezone property on the Sampit River.

Thank you in advance.

--

April O'Leary

Program Officer

Waccamaw RIVERKEEPER®

A Program of Winyah Rivers Foundation

Center for Marine and Wetland Studies

290 Allied Drive

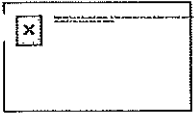
Conway, SC 29528-6054

(843) 349-4007

admin@winyahivers.org

www.winyahivers.org

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Tiffany Coleman

From: Sandra Ladson <seladson@gmail.com>
Sent: Wednesday, August 16, 2017 7:37 PM
To: ekrauss@gcbdsn.com; zachariusgrate@yahoo.com; lshoulette@sc.rr.com; Johnny@johnnyweaver.com; jfhill@sc.rr.com; roberteman@aol.com; Tiffany Coleman
Cc: Eileen Johnson
Subject: Pennyroyal rezoning
Attachments: Pennyroyal petition.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good evening to all. As the pastor at St. Michael AME Church, a former resident of Pennyroyal Road and a concerned citizen, I have been deeply concerned about the impact on the proposed re-zoning request on Pennyroyal Road. I do not believe the plan has been well vetted or planned and as a person who works with people in a personal way, I think that the stress and concern this plan is bringing to the community is not worth the few hundred jobs it may bring, the safety issues centered around air/water quality and increased traffic. I would love to see opportunities open up for my congregants and community as much as the next person, but there needs to be a comprehensive plan that encompasses not only the physical viability of the project but also a thorough review of all the resources needed for such a project. This is not limited to amenities, but also whether we have the human resources available, the necessary training they will need and the infrastructure to support it. I said it before and I will say it again, without this sort of consideration before investing hundreds of thousands if not millions of dollars into this property, we are simply putting the cart before the horse. I plan to expand more on this on tomorrow evening. Until then, I am submitting to you all signed petitions from people in this area who are asking you all to **not** recommend this property for re-zoning.

Sent from [Mail](#) for Windows 10

We the citizens in and around the Pennyroyal Road area along with concerned citizens of Georgetown County wish to make the following recommendation to the Planning Commission in regards to re-zoning 948 acres of land located north of Pennyroyal Road from Conservative Preservation/Forest & Agriculture to Heavy Industry: **Do not recommend the rezoning of this property.**

Mrs. Dianna Rhue
 Philip H. Rhue
 Phillip Rhue Jr.
 Kenneth Rhue
 Jim and II
 Eileen S. Johnson
 Carol V. Howard
 Jerry Goudy, Jr. ~~OK Goudy~~
 Shelly Johnson Jr.
 Mary Johnson
 Betty Cole
 Suzanne Cole
~~McIntosh~~
 Timothy Blake
 Ann Campbell
 Kenneth E. Wood Sr.
 Helen Angleton
 Patricia Cooper
 OLIVER COOPER
 Cathleen Marget
~~James W. Marget~~
 Derek Marget Jr.
 Paula McIntosh
 Limerlynn B. Parsons
 DALE A. PARSONS (QAD)
~~R. Parsons~~
 Robert C. Parsons
 Lynn Parsons Jr.
 Mark W. Brown
 Clark R. Babb
 Tom Kerrington
 Cecil M. McWhee
 Susan M. Kerrington
~~Martha Kerrington~~
 Geraldine D. Livingston
 Bobbie Collins
 Andrew Collins Jr.

this property.

Phyllis Green
Corbett - Green
Hannetta Magg-Bridges
Verna M. Cribbs
Mr. Keith Cribbs
Rory M. Bratcher
Walter Bubs
Verni Bratcher
Dorothy Goude
Jane O'Houde
W. Jason Goude
Rebecca Goude
E. B. Lusk
Levon Matthews
Irene S. Dewlin
Barth Cribbs
Paul Cribbs
Patty Johnson
Jeffery Lusk
Mavis Lambert
Gladys Lambert
Kellie M. Coleman
Kara Cannon
Ernest L. Foster
Christal Foster
L. Shelby Johnson Jr.
John M. Jones
James M. Jones
J. Voss
D. C. Cribbs
Red Sandra Exler

We the citizens in and around the Pennyroyal Road area along with concerned citizens of Georgetown County wish to make the following recommendation to the Planning Commission in regards to re-zoning 948 acres of land located north of Pennyroyal Road from Conservative Preservation/Forest & Agriculture to Heavy Industry: Do not recommend the rezoning of this property.

William O. Bynum Jr.

Theresa Turner

JB Double

William M. Childs Jr.

Robert Anderson

Daisy Evans

John E. Brown

William Thomas

Evin Pate

W. J. Ross

Dale Parsons
Pennyroyal Road
Georgetown, SC

To the Zoning Commission

Your job is to look out for the best interest of the taxpayers and citizens of the county. It is an extremely important job. Your decision should be made knowing that your recommendation will have an impact. It will affect Georgetown County for the next 100 plus years. It is not about the here and now.

Questions you need know the answers for:

What is the source of money for funding?

Why is Georgetown into land speculation at taxpayer expense?

How many property owners will be affected?

What potential long term affects, pollution to the air, water and noise. Affects to wildlife.
Potential long term affects on fishing industry?

Georgetown county is presenting the property with misleading information.

They have Not done any of the following:

Environmental Studies

Water Quality

Air Quality

Traffic Studies

Noise studies

wetland remediation

archaeological studies

checked on current DHEC violations in the area

potential storm water drainage issues

Wildlife studies

They have not contacted Hobcaw Barony USC a wonderful source for information concerning affects to waterway to provide input.

Have not considered the Historical significance of the area

Navigation feasibility

High voltage power line clearance

natural drainage system on the property

eminent domain

The Sampit is not sustainable for Industrial use. International Paper and Santee Cooper use water sources from the Pee Dee River and Santee River. The Sampit is a is the shortest river in SC and a closed system, which mean it does not have sufficient water flow to dilute any polution.

The Impact fees implemented by the county has been a large deterrent to industry wanting to build here.

Let us promote what makes Georgetown a wonderful place to live by recruiting businesses similar to Safe Rack and Envirosep and Screen Tight.

Do not make the mistake our leaders made years ago with locating the steel mill in the middle of town. Rezoning opens the opportunity for this to happen.

I remind you, you do not work for the county, you work for us. Once rezoned any personal assurances made by County officials, mean absolutely nothing. The wording of the ordiance will be there forever and subject to the people in charge.

I ask you to reject the rezoning request.

Item Number: 16.b
Meeting Date: 3/13/2018
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

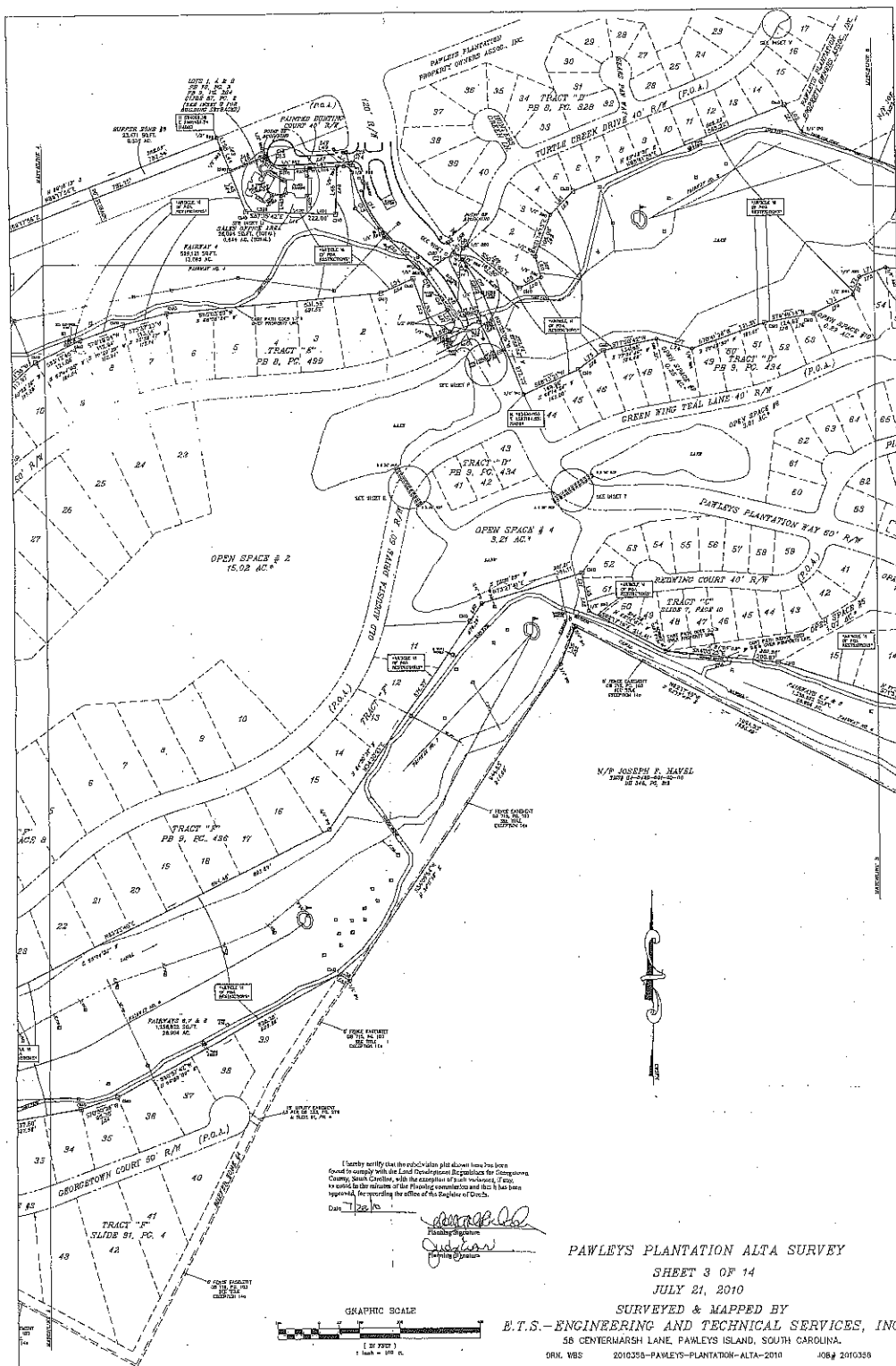
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.
Brenda Logan

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

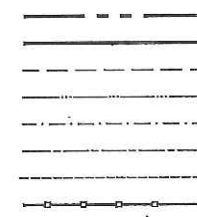
Notes

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
Job #
Date

Pawleys Plantation POA
01742-17010
2-22-17

Graphic Scale

100' SCALE IN FEET 0 100'

the
BRIGMAN
COMPANY

wetland consulting - forest management - land surveying

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

Pawleys Plantation
Property Location
AMPD 6-17-18572

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Pawleys Plantation

Lot Lines

Railroads

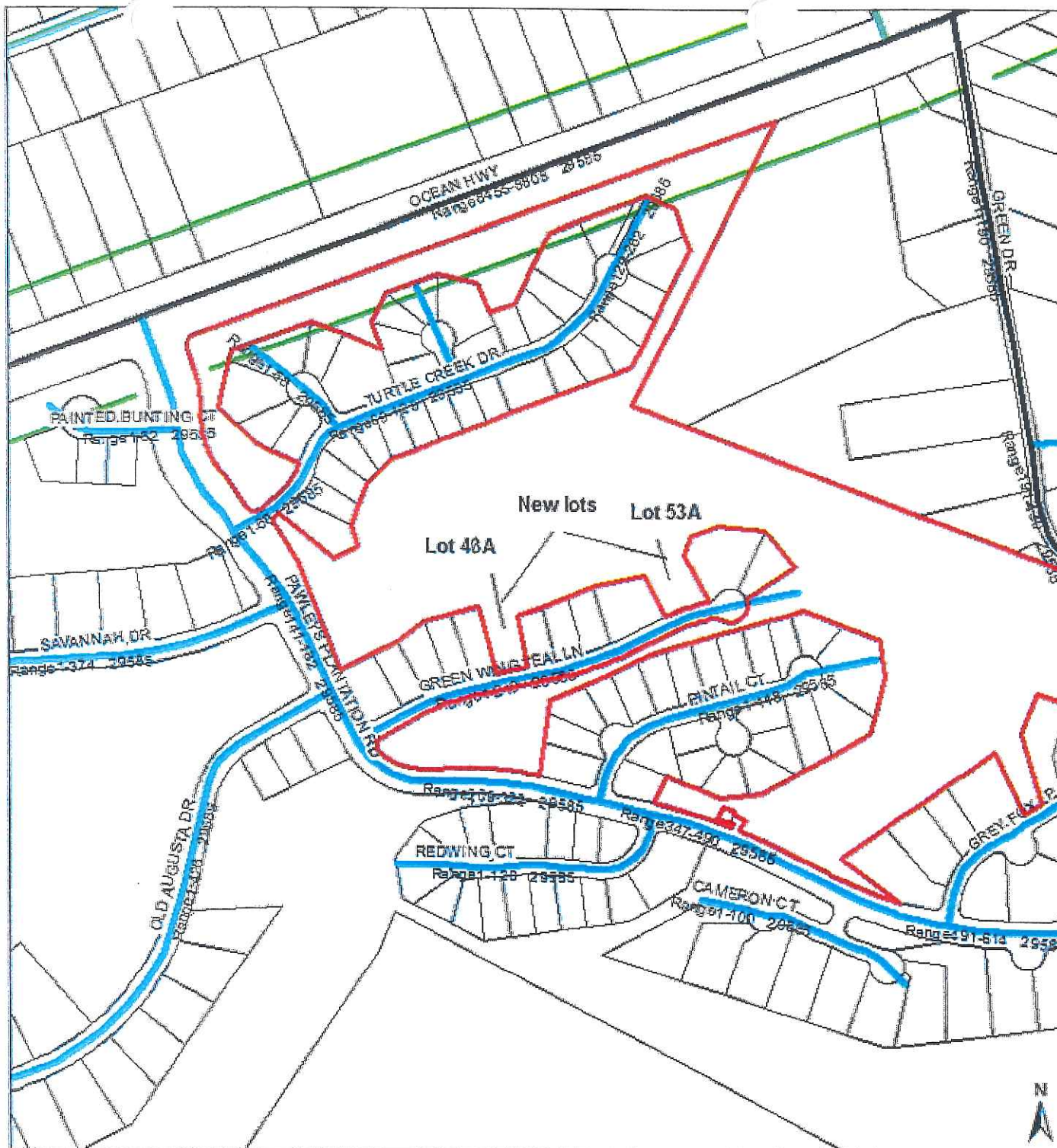
Landmarks

90' setback

Municipalities

0 112.5 225 450 675 900 Feet

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



Pawleys Plantation Property 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.

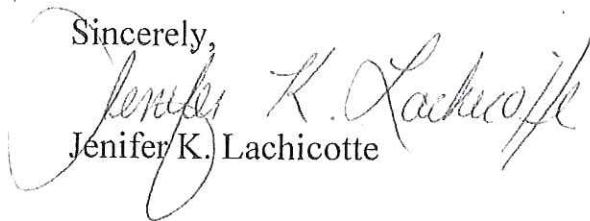
These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with \$20,000 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 fluid and elegant, with the first name being the most prominent.

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

Holly Richardson
December 12, 2017
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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

Holly Richardson
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D. Patio Home Restrictions preclude a home site.

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

2. The proposed modification will exacerbate existing drainage issues.

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

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

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

4. The proposed modification will unnecessarily increase density.

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

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

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
Page 4

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

With best regards, I remain

Very truly yours,
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd
Wesley Bryant, Esq.

COPY

Approved
5/2010

✓ XX
✓ XXII

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

COVENANTS AND RESTRICTIONS

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

Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

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

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

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

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

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

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

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

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

ARTICLE XIX

Amendment of Second Amended Declaration Without Approval of Owners

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

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

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

COVENANTS AND RESTRICTIONS

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ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8 – Delegation of Use.

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

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

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

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

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

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

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

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

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

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

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

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

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

ARTICLE XIV

No Partition

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

ARTICLE XV

Financing Provision

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

ARTICLE XVI

Rules and Regulations

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

ARTICLE XVII

Binding Arbitration

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

ARTICLE XVIII

General Provisions

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

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

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

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

ARTICLE XIX

Amendment of Third Amended Declaration Without Approval of Owners

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

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 12.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000). The number of people aged 65 and over is projected to increase to 15.5 million by 2020, and the number of people aged 75 and over to 8.5 million (Office for National Statistics 2000). The increase in the number of people aged 65 and over is expected to be due to a combination of factors, including a decline in the birth rate, a decline in the death rate, and a decline in the rate of emigration.

The increase in the number of people aged 65 and over is expected to have a significant impact on the UK's economy and society. The increase in the number of people aged 65 and over is expected to lead to a decline in the number of people in the workforce, which will lead to a decline in the number of people who are able to pay taxes. This will lead to a decline in the amount of money that is available to fund public services, including the National Health Service (NHS). The increase in the number of people aged 65 and over is also expected to lead to a decline in the number of people who are able to support themselves, which will lead to an increase in the number of people who are dependent on the state for financial support.

The increase in the number of people aged 65 and over is also expected to have a significant impact on the UK's housing market. The increase in the number of people aged 65 and over is expected to lead to a decline in the number of people who are able to afford to buy a house, which will lead to a decline in the number of houses that are sold. This will lead to a decline in the number of houses that are available for rent, which will lead to an increase in the number of people who are unable to find a house to rent. The increase in the number of people aged 65 and over is also expected to lead to a decline in the number of people who are able to afford to live in a house, which will lead to a decline in the number of houses that are available for sale.

The increase in the number of people aged 65 and over is also expected to have a significant impact on the UK's health care system. The increase in the number of people aged 65 and over is expected to lead to a decline in the number of people who are able to pay for health care, which will lead to a decline in the amount of money that is available to fund the NHS. The increase in the number of people aged 65 and over is also expected to lead to a decline in the number of people who are able to afford to live in a house, which will lead to a decline in the number of houses that are available for sale. The increase in the number of people aged 65 and over is also expected to lead to a decline in the number of people who are able to afford to live in a house, which will lead to a decline in the number of houses that are available for sale.

The increase in the number of people aged 65 and over is also expected to have a significant impact on the UK's social services. The increase in the number of people aged 65 and over is expected to lead to a decline in the number of people who are able to pay for social services, which will lead to a decline in the amount of money that is available to fund social services. The increase in the number of people aged 65 and over is also expected to lead to a decline in the number of people who are able to afford to live in a house, which will lead to a decline in the number of houses that are available for sale. The increase in the number of people aged 65 and over is also expected to lead to a decline in the number of people who are able to afford to live in a house, which will lead to a decline in the number of houses that are available for sale.

The increase in the number of people aged 65 and over is also expected to have a significant impact on the UK's education system. The increase in the number of people aged 65 and over is expected to lead to a decline in the number of people who are able to pay for education, which will lead to a decline in the amount of money that is available to fund education. The increase in the number of people aged 65 and over is also expected to lead to a decline in the number of people who are able to afford to live in a house, which will lead to a decline in the number of houses that are available for sale. The increase in the number of people aged 65 and over is also expected to lead to a decline in the number of people who are able to afford to live in a house, which will lead to a decline in the number of houses that are available for sale.

The increase in the number of people aged 65 and over is also expected to have a significant impact on the UK's economy. The increase in the number of people aged 65 and over is expected to lead to a decline in the number of people who are able to pay taxes, which will lead to a decline in the amount of money that is available to fund the government. The increase in the number of people aged 65 and over is also expected to lead to a decline in the number of people who are able to afford to live in a house, which will lead to a decline in the number of houses that are available for sale. The increase in the number of people aged 65 and over is also expected to lead to a decline in the number of people who are able to afford to live in a house, which will lead to a decline in the number of houses that are available for sale.

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)

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ATTORNEY AT LAW

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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.

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GEORGETOWN SC
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.

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 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).

(Perthiawing)
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.







