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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Master-In-Equity

Mikell R. Scarborough, Master-In-Equity for Charleston County

Appellate Case No. 2015-001146
Trial Court Case No. 2013-CP-10-1225

Kiawah Resort Associates, L.P., a Delaware Limited Partnership, and Kiawah Development Partners II LLC., Appellants/Respondents,

v.

Kiawah Island Community Association, Inc., a South Carolina Not-for-Profit Corporation, Respondent,

and

Kiawah Property Owners Group, Inc., and Inlet Cove Club Homeowners Association, Inc. Respondents/Appellants

RECORD ON APPEAL
(VOLUME 5 OF 6)

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KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.
BOARD OF DIRECTORS MEETING
THURSDAY, APRIL 7, 1994 1:00 P.M.
KRA SALES CENTER

APPROVED

8.B. LAURA PULLEYN. 1. CONFIRM REQUEST ATAX FUNDS FOR COVENANT COMPLIANCE INFO SHEET FOR RENTERS. (enclosure) **The Board was in agreement with applying for ATAX funds for this project. In addition, the Board instructed staff to photocopy the sheet for distribution to renters at the gate. It will also be given to rental agents for distribution to their renters. The document was approved in its present form.** (Tape 2, 3014-3684).

8.B.2. REQUEST KRA CLARIFY WHY CHARLIE LIPUMA'S MOTION AT ANNUAL MEETING WAS RULED OUT OF ORDER. This item was previously addressed.

8.B.3. KICA POLICY ON OPEN HOUSES. Since Mr. McKinney had already left, this item will be tabled until the next meeting. **Mr. Clarkson instructed Mrs. Pulleyn and Mr. McKinney to work on a policy for submittal at the next meeting.** (Tape 2 # 3863 - Tape 3 #120).

8.C. SEAN DRISCOLL. 1. COMMUNICATIONS PROGRAM. Mr. Driscoll noted that during his election he had spoken with many property owners all over the country who do not understand the roles of KICA, KPOG, VIT, KRA, etc. He would like to see a single communications program, and suggested a meeting within the next few weeks, with representatives of the various entities, to discuss potential programs, newsletters, etc. **Mr. Clarkson will try to schedule a meeting for next week. Mrs. Pulleyn will get Mr. Driscoll a copy of an article Mr. Greer wrote several years ago on the roles of the various entities.** Mr. Clarkson had also prepared a line diagram showing the entities and their various responsibilities which could accompany Mr. Greer's explanations. (Tape 3, 122-198)

8.D. TOWNSEND CLARKSON. 1. ELECTION OF OFFICERS. **Mr. Clarkson moved to accept a slate of officers as follows: Townsend Clarkson, President; Tug Greer, Vice President; Leonard Long, Secretary; Buddy Darby, Treasurer. Mrs. Pulleyn seconded. The motion passed unanimously, with Mr. Clarkson voting Mr. Darby's, Mr. McKinney's and Mr. Long's proxies.**

8.D.2. REASSIGNMENT OF COMMITTEE CO-LIAISONS. Mr. Clarkson asked for Property Owner Director recommendations for committee co-liaisons, and wanted to come back at the next meeting with formal assignments. The Property Owner Directors suggested: Sean Driscoll - Pool Operations and Covenant Compliance; Laura Pulleyn - Finance Advisory and Personnel Compensation; Tug Greer - Security & Safety and Operations. The Reserve Committee will be incorporated into the Finance Advisory Committee. The Landscape Committee is inactive. Mr. Greer asked to proceed with seeking members for the Security Committee. **Mr. Clarkson asked that all committees begin seeking additional and/or new volunteers. Mr. Driscoll asked that all liaisons attempt to get at least one non-resident on each committee.** (Tape 3, 198-307)

8.D.3. FOURTH ADDENDUM TO COVENANTS (CONTRIBUTION TO RESERVES). (enclosure) This document, which formalizes the passage of the Amendment concerning the Contribution to Reserves Fee, requires Board approval. **Mr. Greer moved for acceptance. Mr. Driscoll seconded. The motion was unanimously carried, with Mr. Clarkson voting Mr. Darby's, Mr. McKinney's and Mr. Long's proxies.** (Tape 3, 308-317)

see me ——

Kiawah Island

Leonard L. Long, Jr.
MANAGING DIRECTOR

September 9, 1994

Via Fax 720-2282

Mr. Todd Brown
Vice President
NationsBank
200 Meeting Street
Charleston, SC 29401

Dear Todd:

Attached is a list of the parcels to be conveyed and the dates of the proposed conveyances, all pursuant to the proposed Development Agreement, which will be executed by KRA on or about September 16, 1994 and, we hope, made effective by adoption and signature by Town Council on Monday, September 19, 1994.

These are common areas, scattered around the island, and I believe we have reserved appropriate easements where necessary over the properties to be conveyed, all of which will be conveyed by Quit Claim deeds.

From a legal standpoint, I see no problem with KRA conveying these properties at the times specified, given the reserved easements and other rights that will either be of record and/or reserved in the deeds to the above parcels at the time of conveyance.

I'll be happy to review this whenever convenient, but I would like an indication by Monday afternoon whether there is going to be any problem with this procedure.

With kindest regards and best wishes, I remain

Sincerely,

Leonard L. Long, Jr.

Leonard L. Long, Jr.
Attachment

cc: Charles S. Way, Jr.
C. P. Darby, III
Thomas G. Buist, Esq.
G. Trenholm Walker, Esq.

A. Under the proposed Development Agreement, KRA would be required to convey the following properties to KICA by the following dates:

DEVELOPMENT AGREEMENT	PARCEL	DATE
§ 15(a)(vi)	Glossy Ibis Mini Park; Marshview Tower Overlook; Willet Pond Mini Park; Marsh Island Park; Canvasback Pond Mini Park; Master Leisure Trail Systems; Internal Crabbing/View Stands	1/1/96
§ 13(B)(4)(c)	Extension of Leisure Trail along Flyway Drive to Glen Abbey	Upon completion
§ 13(B)(4)(c)	Pedestrian/bike bridge across lagoon next to Glen Abbey/Flyway intersection (only if adjacent beach parking)	Upon completion
§ 15(a)(i)	Rhett's Bluff Landing (subject to *KRA's reservation of use*)	3/1/95
§ 15(a)(ii)	Beach parking locations: a) Tract for 30 spaces near Ocean Course Clubhouse	1/1/00
	b) Tract for 20 spaces at Glen Abbey/Flyway	3/1/96
	OR	
	c) Tract for 50 spaces adjacent to location of second fire station (in lieu of Glen Abbey/Flyway)	6/1/95
§ 15(a)(ii)	Western ½ of David Street	3/1/95
§ 15(a)(ii)	Property seaward of KICA Property Owners Pool	3/1/95
§ 15(a)(iii)	Future Fishing and Crabbing Piers/Observation Tower (along Blue Heron Pond)	1/1/00
§ 15(a)(iv)	Future passive park (at least two acres) along Blue Heron Pond	1/1/00
NEW PROVISION (probably § 15(a)(viii))	Future park of at least two acres on Cougar Island	Currently being negotiated
§ 15(a)(vii)	One acre site for KICA maintenance purposes along Sora Rail Road	3/1/96
§ 16(a)	Marshland, lowlands, and certain undevelopable highlands in marsh	2008
§ 16(b)	10 mile beachfront strip of front beach dunes	1/1/96
§ 16(d)	80% of Little Bear Island (subject to Ocean Course holes replacement)	1/1/16
§ 16(h)	At least 50% of Captain Sam's Spit	1/1/08

B. Under § 16(b) of the proposed Development Agreement, KRA would allow the Town to "swap" (for no consideration except the trade) its Kiawah River Commons site for 3.5 acres along Beachwalker on or before June 30, 1996, or for 3.0 acres at a possible new Kiawah Island Reception Center on or before January 1, 1995.

Section 14(d) specifies that the KRA-appointed directors will support the conveyance of the existing entrance Parkway (from Bohicket Road to the first security gate). Since KICA currently holds title, the conveyance would be from KICA to KRA to the Town if favorably approved by vote of KICA membership. The deadline is April 1, 1995.

C. Under § 14(c) KRA is required to convey the second fire station site on Ocean Course Drive to St. Johns Fire Department no later than 6/30/96.

Kiawah Island REAL ESTATE

Patrick W. McKinney
PRESIDENT

September 14, 1994

Mr. Todd C. Brown
NationsBank
200 Meeting Street
Charleston, SC 29402

Via Fax

Re: Development Agreement - Effect On Sales

Dear Todd,

I have been asked to give you my professional opinion as to the effect on both future development and sales of three specific items that have been negotiated in the Development Agreement we are about to sign. These three items are:

1- Our intent to deed to the Community Association what I call the oceanfront dune fields. This is the area between the seaward property line of oceanfront lots and goes to the high water mark.

2- The Rhett's Bluff boat landing. An area that has existed since 1977 and is already encumbered by a covenant running in favor of the Community Association.

3- The marshes surrounding the island.

Since my involvement here, which started in late 1975, key factors that have been promoted as adding value to Kiawah have been its environmental sensitivity, accretion on its beach and the protection and enhancement of its open spaces. All three of the actions contemplated above are simply a natural extension of what we have already been promoting and selling for almost twenty years. The fact that we have just now gotten around to formalizing what has been the intent all along, is simply something that we have been able to use to our advantage in our negotiations with the Town.

In summary, I see no negative effects to Kiawah Island Real Estate or Kiawah Resort Associates of the actions contemplated with regard to these areas. In fact, I see many positive benefits.

Please let me know if I can provide further information.

Sincerely,

Patrick W. McKinney
President

PWM/mc

cc: Townsend P. Clackson
Leonard L. Long, Esquire

TEXT

EXHIBITS TO DEVELOPMENT AGREEMENT
BETWEEN
THE TOWN OF KIAWAH ISLAND, SC
AND
KIAWAH RESORT ASSOCIATES, L.P.

SEPTEMBER 26, 1994

DEVELOPMENT AGREEMENT

BETWEEN THE

TOWN OF KIAWAH ISLAND, SC

AND

KIAWAH RESORT ASSOCIATES, L.P.

SEPTEMBER 26, 1994

DEVELOPMENT AGREEMENT
BETWEEN
KIAWAH RESORT ASSOCIATES AND THE TOWN OF KIAWAH ISLAND

INTRODUCTION

The copy of the Development Agreement and Exhibits attached is a complete photocopy of the document that was filed in the RMC office for Charleston County on September 30, 1994. The RMC page numbers are stamped on each page. At the time the Development Agreement and Exhibits were signed and initialed (MDM and CSW) on September 16, 1994, it was contemplated that certain pages in the Exhibits would be corrected to reflect the agreement of the parties. These contemplated changes were enumerated in an errata sheet. After the execution on September 16, 1994, the corrected pages were substituted (these bear the initials DJR and GTW) and the errata sheet deleted. This copy is identical to the copy that was signed by the Town and KRA on September 16, 1994, except for those select pages in the Exhibits that were replaced with corrected pages to reflect the agreement of the parties. **If you received a copy of the Development Agreement and Exhibits that does not bear the RMC page references, you should put it aside and consult this copy which is the official document of record.**

The page numbers on the attached Index refer to the page numbers of the text of the Agreement, not the RMC page numbers.

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CHRONOLOGY OF PERFORMANCES

DEVELOPMENT AGREEMENT

DEADLINE	PERFORMANCES/OBLIGATIONS	REFERENCE
January 01, 1995	Conveyance of sub-parcel for Civic Center to Town (if KRA acquires and Town elects)	§ 15(b)(ii)
January 01, 1995	Abolish Town's Ad Hoc Wildlife Committee	§ 16(h)
March 01, 1995	Conveyance of Rhett's Bluff Landing to KICA	§ 15(a)(i)
March 01, 1995	Conveyance of western one-half of David Street to KICA (plus funding of up to 35 spaces)	§ 15(a)(ii) § 13(B)(4)(c)
March 01, 1995	Conveyance of additional pool parcel site to KICA	§ 15(a)(ii)
April 01, 1995	Vote by KICA on conveyance of existing Parkway	§ 14(d)
June 01, 1995	Conveyance of beach parking on Parcel 40 to KICA (50 spaces + future bathroom site)	§ 15(a)(ii)
January 01, 1996	Conveyance of existing park facilities (Exhibit 15.5) to KICA + completion of Leisure Trail on Flyway Drive	§ 15(a)(vii)
January 01, 1996	Conveyance of 10 mile beachfront strip to KICA as Common Property	§ 16(b)
January 01, 1996	Resurfacing of Governor's Drive by KICA	§ 18(a)(ii)
March 01, 1996	Conveyance of Sora Rail Tract to KICA	§ 15(a)(viii)
March 01, 1996	Start Initial Transition	§ 18(a)(ii)
March 01, 1996	Start decision-making by KICA pursuant to Standards Manual	§ 18(a)(iii)
June 30, 1996	Dedicate new fire station site to St. John's Fire Department	§ 14(c)
June 30, 1996	Expiration of Town's option to exchange for Beachwalker parcel	§ 15(b)(iii)
January 01, 2000	Conveyance of parking at Ocean Course to KICA (30 spaces)	§ 15(a)(ii)

January 01, 2000	Construction of fishing/crabbing pier at Blue Heron pond and conveyance of new park	§ 15(a)(iii)
January 01, 2000	Conveyance to KICA and development of Cougar Island Park	§ 15(a)(v)
December 31, 2000	Interim Transition	§ 18(a)(vi)
January 01, 2004	Final Transition	§ 18(a)(vi)
January 01, 2008	Conveyance of lowlands, marsh and certain highlands (Exhibit 16.1) to KICA	§ 16(a)
January 01, 2008	Conveyance of Captain Sam's Spit to KICA reserving eastern half for conveyance to CCP&RC	§ 16(g)
January 01, 2008	Signing of permanent waiver of appointment of majority of KICA Board	§ 18(a)(iii)
January 01, 2008	Termination date of agreement	§ 21
January 01, 2016	Conveyance of Bear Island to KICA	§ 16(d)

DEVELOPMENT AGREEMENT
BY AND BETWEEN KIAWAH RESORT ASSOCIATES, L.P. AND THE TOWN OF KIAWAH ISLAND

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DEVELOPMENT AGREEMENT
BY AND BETWEEN KIAWAH RESORT ASSOCIATES, L.P. AND THE TOWN OF KIAWAH ISLAND

THIS DEVELOPMENT AGREEMENT is entered into this 26th day of September, 1994, by and between KIAWAH RESORT ASSOCIATES, L.P., a limited partnership organized and existing under the laws of Delaware, and the TOWN OF KIAWAH ISLAND, a municipal corporation organized and existing under the laws of the State of South Carolina.

RECITALS

This Agreement is predicated upon the following facts:

1. The Code of Laws of South Carolina §§ 6-31-10 through 6-31-160, inclusive, authorize the Town to enter into binding development agreements with persons or entities intending to undertake any development on real property containing twenty-five acres or more of highland and having a legal or equitable interest in the real property to be developed;

2. Under Code § 6-31-30, the Town Council of the Town has established procedures and requirements for considering and entering development agreements;

3. Under Code § 6-31-50(A), the Town Council conducted a public hearing regarding its consideration of this Agreement on May 3, 1994, June 2, 1994, June 28, 1994, July 7, 1994, July 14, 1994, and September 26, 1994, after publishing and announcing notice of its intent to consider this Agreement, all in satisfaction of provisions Code § 6-31-50(B) and any other notice requirements;

4. Under Code § 6-31-60(A)(7), the Town Council of the Town found on September 26, 1994, that this Agreement is consistent with the Town's Comprehensive Plan and Land Development Regulations; and

5. Under Code § 6-31-30, the Town Council of the Town adopted Ordinance No. __-__ on __ _____ 19__, approving this Agreement with the Property Owner.

NOW THEREFORE, the parties agree:

1. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

   (a) "Adjacent" means next to or within 100 feet. Adjacent properties include those properties which abut a property, as well as properties with any portion being located within 100 feet of any boundary of the subject property.

(b) "Agreement" means this Development Agreement, including the recitals and exhibits attached hereto.

(c) "ARB" is the Kiawah Architectural Review Board that is currently operational under the auspices of the Property Owner and/or as it may later function under the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Kiawah Island (recorded in the Charleston County RMC office in Book M114 Page 406, and amended by instrument recorded in Book Z-124, Page 305).

(d) "Bridge" or "Causeway" means a raised roadway crossing naturally wet ground or water features.

(e) "Building Development Standards" means minimum standards for the area, width, building coverage, building setback and yard requirements for Lots or Development Parcels.

(f) "Common Properties" means KICA Common Properties, Purchased Common Properties, and Restricted Common Properties as described under the KICA Covenants.

(g) "Comprehensive Plan" means the master plan adopted pursuant to S.C. Code §§ 6-7-510, et seq., 5-23-490 et seq., 6-29-310 et seq., or 4-27-600 and the official map adopted pursuant to § 6-7-1210, et seq.

(h) "Density" means the number of Dwelling Units per acre. Parcel Density equals the number of Dwelling Units divided by the gross acreage above mean high water, excluding Fresh Water and Salt Water Wetlands.

(i) "Developed Lands" means and refers to all Real Property (as shown on the map attached as Exhibit 1.1), excluding all lands included in the Definition of "Undeveloped Lands".

(j) "Development" means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Real Property as are authorized by the Agreement.

"Development," as designated in a land or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or

activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(k) "Development Parcel" means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.

(l) "Development Permit" includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, certificate of occupancy or any other official action of Local Government having the effect of permitting the Development or use of property.

(m) "Dwelling Unit" means one or more rooms, designed, occupied or intended for occupancy as a separate living quarter, with cooking, sleeping and sanitary facilities provided within the dwelling unit.

(n) "Facilities" means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. The Property Owner is specifically exempted from any Town requirement for the provision of facilities relating to public education, public health systems and facilities, libraries, public housing, jails and other detention sites, courts, police and trash or garbage disposal sites.

(o) "Finished Grade" means the average elevation of a Lot after construction; provided, however, that Finished Grade shall not be more than 6 feet above Natural Ground elevation, and provided further that the Town may approve more than 6 feet.

(p) "Fresh Water and Salt Water Wetlands" means those properties with elevations below the mean high water line, and properties within a pond, lagoon or other Water Bodies.

(q) "General Covenants" means and refers to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island (recorded in the Charleston County RMC Office in Book M114, Page 406, and amended by instrument recorded in Book Z124, Page 305.)

(r) "Ground Floor Level" means Natural Ground or the lowest floor elevation for structures as set forth in the Town of Kiawah's floodplain management ordinance, (as found in § 14-101 of the Municipal Code), as amended, whichever is higher; provided, however, that Ground Floor Level shall not exceed 14 feet above Natural Ground. This definition shall not be construed to

prevent an owner from constructing his first finished floor higher than Ground Floor Level, provided, however, Height is measured from Ground Floor Level.

(s) "Gross Leasable Area" (GLA) means total floor area for which the tenant pays rent and that is designed for the tenant's occupancy and exclusive use. GLA does not include public or common areas, such as utility rooms, stairwells and malls.

(t) "Guest Rooms" means a resort hotel room or suite designed for occupancy as a single unit by no more than four (4) persons in a single unit.

(u) "Height" means elevation from Ground Floor Level as measured in feet and stories. Building height does not include chimneys, antennae or ventilation pipes. Height in stories is the number of habitable floors (stories) exclusive of the area below the first finished floor. One-half story is a habitable floor which has heated square footage that is no greater than one-half the heated square footage of the largest story.

(v) "Hotel Rooms and Support Space" means any Guest Rooms, public lobby, food and beverage, meeting and banquet, administrative service and mechanical areas attributable to hotel operation. Hotel and Support Space permitted under ¶ 19 is limited to 325 Guest Rooms and 52,000 square feet of floor area for support area, including lobbies, administrative space, eating areas, meeting rooms and service areas. This definition does not prohibit the development of commercial space permitted in ¶ 13.B.2. from being developed on a hotel site, provided that any support space in excess of 52,000 square feet shall be counted towards the space permitted in ¶ 13.B.2.(b).

(w) "Kiawah Island" means the area within the Town of Kiawah Island, including its surrounding marshes and nearby islands and includes all lands and areas encompassed within the boundaries of the low lands, high lands, marsh lands, and waterways depicted on Exhibit 1.2.

(x) "KICA" means the Kiawah Island Community Association, Inc.

(y) "KICA Covenants" means and refers to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. recorded in the RMC Office for Charleston County in Book M 114, Page 407, and all amendments and supplements thereto, including those recorded at Book O-125 at page 163, Book K-139 at page 58, Book R-210 at page 748, Book W-243 at page 271, and Book W-243 at page 258.

(z) "Land Development Regulations" means ordinances and regulations enacted by the appropriate governing body for the regulation of any aspect of

Development and includes Local Government zoning, rezoning, subdivision, building construction, occupancy or sign regulations or any other regulations controlling the Development or use of property.

(aa) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, policies and rules, custom and usage (formal or informal) adopted by a Local Government affecting the Development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications, except as provided in § 6-31-140(A).

(ab) "Local Government" means any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Facilities.

(ac) "Lot" means Development Parcel identified in a Subdivision Plat recorded in the Charleston County, RMC office.

(ad) "Natural Ground" means the average elevation of a Lot or Development Parcel prior to Development activity.

(ae) "Parties" are the Property Owner and Town.

(af) "Parcel" means any of those tracts of the Real Property constituting the Undeveloped Lands that are numbered and identified in Exhibits 1.3 and 13.2.

(ag) "Pervious Cover" means land which permits the absorption of stormwater into the ground. This may include walkways and driveways which are pervious to stormwater.

(ah) "Private Club" means a privately-owned, by-invitation-only association of two or more members who may have the use of land and facilities owned or leased by the club and made available to members, their guests, and others as the club owner(s) may allow from time to time; membership may be for social, civic, recreational, and/or other lawful purposes with such membership conditioned upon the receipt of dues, fees, or other charges as are levied by the club owners.

(ai) "Project" is the Development that has occurred and will occur on Kiawah Island.

(aj) PDD1a shall refer only to the Zoning Ordinance originally adopted by Charleston County and adopted by the Town on April 6, 1989, as a part of the

Town's Planning and Zoning regulations in 1989, as amended prior to the date hereof.

(ak) "Property Owner" means Kiawah Resort Associates, L.P., a limited partnership organized and existing under the laws of Delaware, together with all subsidiaries thereof and other entities, which have a legal interest on the date of execution hereof in any of the Real Property as described in paragraph (4) and includes Kiawah Resort Associates, L.P.'s successors in interest or successors in title and/or assigns by virtue of assignment or other instrument pursuant to ¶ 33 hereof. Additionally, Property Owner shall mean Beachwalker Partners, L.P., Kiawah Island Real Estate, Inc., Kiawah Island Utility, Inc., The Beach Company, Earle E. Long Trust, and DIECI, Inc. and their successors and assigns in accord with ¶ 33 herein, solely for purposes of the property owned by them that is submitted under this Agreement. Property Owner warrants that there are no other legal or equitable owners of the Real Property.

(al) "Real Property" is the real property referred to in paragraph 4 and includes any improvements or structures customarily regarded as part of real property.

(am) "Sight Triangle" means a triangular-shaped portion of land established at street intersections in which nothing is permitted which limits or obstructs the sight distance of motorists entering or leaving the intersection. The sides of the triangle measure twenty-five (25) feet from the intersection of the projected pavement lines.

(an) "Single Family Detached Dwelling" means a building containing one Dwelling Unit that is not attached to any other Dwelling Unit and is surrounded by yards or open space.

(ao) "Single Family, Patio Homes and Multi-Family Covenants" means and refers to the Declaration of Covenants and Restrictions applicable to Single Family Housing at Kiawah Island recorded at Book T-108 at page 339 in the RMC office for Charleston County; the Declaration of Covenants and Restrictions applicable to Patio Homes at Kiawah Island recorded at Book T-108 at page 341 in the RMC office for Charleston County; and the Declaration of Covenants and Restrictions applicable to Multi-Family Housing at Kiawah Island recorded at Book T-108 at page 340 in the RMC office for Charleston County.

(ap) "Subdivision Plat" means a recorded graphic description of property prepared and approved in compliance with Article 12B, Subdivision Regulations of the Municipal Code, Town of Kiawah Island, South Carolina, as amended.

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(aq) "Town" is the Town of Kiawah Island, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina.

(ar) "Traffic Mitigation Measures" means improvements and/or transportation management strategies to restore or maintain acceptable levels of service for a roadway segment or segments, including, but not limited to: turn lane additions, acceleration/deceleration lanes, a new off-island reception center/security checkpoint, other road widening alternatives, vanpools, and other alternatives to decrease traffic volume or increase roadway capacity.

(as) "Traffic Mitigation Plan" means a plan to restore or maintain acceptable levels of service for a roadway segment or segments.

(at) "Type E" and "Type A" Members are as defined in the KICA Covenants. The "Type A Directors" are those directors on the board of KICA who are elected by the KICA Members.

(au) "Undeveloped Lands" in existence on the date of execution of this Agreement is the Real Property indicated on Exhibit 1.3. Undeveloped Lands shall, during the term of this Agreement, include only Real Property that either (i) has not received any plat approval or (ii) has received preliminary, conditional or final plat approval but fewer than 100% of the Lots or parcels depicted thereon have been sold to Type A members under the Covenants and fewer than 90% of the potential houses on such platted Lots or parcels (or less than 95% of the buildable commercial square footage on a plat of commercial property) have been constructed. Also included within the definition of Undeveloped Lands is the Real Property made subject to a recorded master deed after the date hereof but fewer than 90% of the condominium units shown thereon have been sold to Type A members under the KICA Covenants.

(av) "Vested Units" means the new single family Lots and new non-single family Dwelling Units which may be approved for all Undeveloped Lands. Such new Lots and Dwelling Units constituting Vested Units include those which receive preliminary subdivision plat approval for the first time after January 28, 1994 and any Dwelling Units approved after January 28, 1994, for Development in the Undeveloped Lands.

(aw) "Water Bodies" means property determined to be under water no less than eleven (11) months of the year and under such standing water for a continuous period of no less than nine (9) months of the year.

(ax) "Zoning Board of Adjustment" or "ZBA" means the duly-appointed Zoning Board of Adjustment for the Town of Kiawah Island.

2. **Parties**. Parties to this Agreement are the Property Owner and the Town.

3. **Relationship of the Parties**. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for the acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes "state action" for any purpose.

4. **Legal Description of the Real Property**. The Real Property which is the subject of this Agreement is described as follows:

   (i) All Real Property on Kiawah Island currently owned by the Property Owner.

   (ii) A legal description of the Real Property is set forth in the schedules and maps attached as Exhibit 4.1: Description of Real Property.

   The Real Property currently consists of approximately 2058 acres of highland and approximately 5,000 acres of marshlands and low lands.

   The Property Owner may notify the Town from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of subsequently acquired properties with the Town Clerk; provided, however, that no other property shall be added to the Agreement unless the same is duly amended by mutual agreement of the parties and after compliance with §§ 6-31-10 et seq.

   (iii) The Parties have endeavored to identify by description and location all existing holdings of Real Property of the Property Owner on Kiawah Island. Despite the Parties' best efforts, there may be other acreages or parcels of the Property Owner that have inadvertently not been identified. If and when such acreage or parcels are discovered, the Parties agree to consent to add same, by amendment, in good faith to this Agreement as part of the Undeveloped Lands. In such event, the densities, uses and other Building Development Standards as described in Section 13 and the tables therein for such newly added parcel shall be consistent with other similar Parcels in the Undeveloped Lands already subject to this Agreement; provided, however that the limitation of 1,974 Vested Units established in ¶ 13.B.1.(b), the limitation of 300,000 square feet of commercial floor area established in ¶ 13.B.2(b), and the limitation of 325 new Hotel/Inn Rooms and 52,000 square feet of Support Space established in ¶ 19 shall not change unless this Agreement is amended, by major modification, in accordance with the provisions of ¶ 22, infra.

5. Identity of the Property Owner. "Property Owner" means Kiawah Resort Associates, L.P., a limited partnership organized and existing under the laws of Delaware, together with all subsidiaries thereof and other entities, which have a legal interest on the date of execution hereof in any of the Real Property as described in paragraph (4) and includes Kiawah Resort Associates, L.P.'s successors in interest or successors in title and/or assigns by virtue of assignment or other instrument pursuant to ¶ 33 hereof. Additionally, Property Owner shall mean Beachwalker Partners, L.P., Kiawah Island Real Estate, Inc., Kiawah Island Utility, Inc., The Beach Company, Earle E. Long Trust, and DIECI, Inc. and their successors and assigns in accord with ¶ 33 herein, solely for purposes of the property owned by them that is submitted under this Agreement. Property Owner warrants that there are no other legal or equitable owners of the Real Property.

Kiawah Resort Associates, L.P. represents that it has a legal interest in the Real Property and that all other entities now holding legal or equitable interests in the Real Property are to be bound by this Agreement. By execution hereof Beachwalker Partners, L.P., Kiawah Island Real Estate, Inc., Kiawah Island Utility, Inc., DIECI, Inc., the Beach Company, and Earle E. Long Trust confirm their being bound by the terms hereof solely for purposes of the properties owned by them submitted under this Agreement and are responsible only for the obligations associated with properties owned by them.

6. Intent of the Parties. The Town and the Property Owner agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, its successors in title and/or assigns pursuant to paragraph 33 hereof.

7. Benefits and Burdens. The Town and the Property Owner enter this Agreement in order to serve benefits and burdens referenced in § 6-31-10 *et seq.*

8. Consistency with the Town's Comprehensive Plan and Land Development Regulations. This Agreement is consistent with the Town's Comprehensive Plan and Land Development Regulations, as adopted on September 26, 1994.

Whenever express or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Zoning Code, the standards set forth in the Zoning Code and the standards set forth in this Agreement shall, to the extent possible, be considered in pari materia to give effect to both the Zoning Code and this Agreement; provided, however, that in the event of a conflict, and subject to the provisions of § 6-31-80, the standards set forth in this Agreement shall govern. Nothing is intended herein to limit application of administrative or procedural or similar provisions of the Zoning Code nor limit the Town of Kiawah in amending provisions of the Zoning Code in accordance with law and any development agreement. In the event of a dispute between the parties to this Agreement as to

whether a provision in the Comprehensive Plan or Zoning Code is inconsistent with express or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to Town Council and must wait seven days after such submittal before invoking the remedies afforded them under this Agreement.

9. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of the Town Council, subject to compliance with applicable statutory procedures and consistent with § 10(a). This Agreement constitutes a legislative act of the Town Council of the Town. The Town Council adopted this Agreement only after following procedures required by S.C. Code § 6-31-10 et seq. This Agreement shall not be construed to create a debt of the Town as referenced in § 6-31-145.

10. Applicable Land Use Regulations.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or by § 6-31-10 et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement. The Town shall not apply subsequently adopted Laws and Land Development Regulations to the Real Property or the Project unless the Town has held a public hearing and has determined: (1) the proposed, subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing the Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed, subsequent Laws or Land Development Regulations are essential to the public health, safety, or welfare and the proposed, subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed, subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (4) the Town demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement which changes, if not addressed by the Town, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by the Property Owner.

(b) Vested Rights. Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property.

Paragraph 10(a) of this Agreement does not abrogate any rights either preserved by S.C. Code § 6-31-140 or that may have vested pursuant to common law and otherwise in the absence of a development agreement.

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(c) Dock Permitting. The provisions of the Key Location Ordinance (Town of Kiawah Island Ordinance 91-2 as amended by Ordinance 92-1) shall apply to the Real Property. All Town permits necessary for dock construction shall be issued expeditiously by the Town upon compliance with the Key Location Ordinance.

(d) Road Codes and Subdivision Regulations.

(i) The Road Code and Subdivision Regulations of the Town ("Municipal Code, Town of Kiawah Island, South Carolina" Art. 12B and 12C) shall apply to the Real Property except that in lieu of any potential obligation to "four lane," all of the bridges, overpasses, or roads comprising the Kiawah Island Parkway, the Property Owner shall plan and implement Traffic Mitigation Measures in accordance with Exhibit 10.1, if required by it.

(ii) In the event that Property Owner conveys a Dwelling Unit, Lot or Development Parcel to third parties on Parcels 18, 29, 32, and 35, all such conveyances of Dwelling Units, Lots or Development Parcels as are on KICA streets to any successor in interest (including lessees) to Property Owner, shall contain a covenant running with the land requiring the third parties, by both contract and covenant, to pay 150% of the annual assessment behind the Vanderhorst gate in lieu of 100% of such annual assessment.

11. **Building Codes and Laws Other Than Land Use Regulations.**. The Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, plumbing and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, plumbing and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the Town to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 10.(a).

12. **Local Development Permits and Other Permits Needed**. The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project:

Zoning permits, plat approvals (preliminary, conditional or final), roads and drainage construction plan approvals, building permits, and certificates of occupancy.

The failure of the Agreement to address a particular permit, condition, term, or restriction does not relieve the Property Owner of the necessity of complying with the law governing the permit requirements, conditions, terms, or restrictions.

13. Vested Rights Governing the Development of the Real Property.

A. DEVELOPED LANDS AND UNDEVELOPED LANDS. For purposes of this Agreement, the property on Kiawah Island has been divided into two categories: Developed Lands and Undeveloped Lands.

(i) The Undeveloped Lands are entitled solely to the vested rights for the Undeveloped Lands and the Developed Lands are entitled solely to the vested rights for the Developed Lands.

(ii) The Property Owner at any time may elect to convert Undeveloped Lands to Developed Lands by notifying the Town in writing of such election and providing the Town at such time with a legal description of the Real Property subject to the election.

B. VESTED RIGHTS GOVERNING THE DEVELOPMENT OF THE UNDEVELOPED LANDS.

1. RESIDENTIAL USES

(a) Permitted Uses

Except as further limited by the provisions of this Agreement, all uses listed on Exhibit 13.1, Table of Permitted Uses, attached hereto, under the heading "Residential" shall be vested as to those Parcels on Exhibit 13.2 with the designation "R". Parcels designated as R-1 on Exhibit 13.2 permit single family detached dwellings at a Density of three (3) or fewer Dwelling Units per acre. Parcels designated as R-2 permit any permitted type of attached and/or detached residential unit with up to four (4) dwellings per building. The maximum Density of R-2 development shall not exceed six (6) Dwelling Units per acre for any given development or result in a higher Parcel Density than specified on Exhibit 13.2. Parcels designated as R-3 may include any permitted type of residential development listed on Exhibit 13.1 as limited by Parcel Density, Height and other provisions of this Agreement.

(b) New Dwelling Units

(i) The total number of new single family residential Lots and non-single family residential Dwelling Units, herein collectively referred to as "Vested Units" to be vested by this Agreement and to be located solely on Undeveloped Lands owned by the Property Owner, shall not exceed 1,974 Vested Units, commencing with such residential Lots as are given preliminary plat approval for the first time after January 28, 1994, non-single family residential Dwelling Units approved after January 28, 1994, and such condominium Dwelling Units shown on a recorded master deed for the first time after January 28, 1994.

The purpose and effect of this provision is to provide an absolute limit upon Lots or Dwelling Units to a Development total of 1,974 new, additional single family residential Lots and non-single family residential Dwelling Units on the Real Property. This limit or "cap" shall be in addition to those Lots or units which have received preliminary, conditional, or final plat approval or which appear on a recorded condominium master deed prior to January, 28, 1994. [This limit on dwelling units does not include rooms in inns or hotels. See ¶ 19, infra.]

(ii) The maximum Density limits per acre for each Undeveloped Land Parcel as provided on Exhibit 13.2 are used to establish the maximum number of Dwelling Units per Parcel. The maximum number of Dwelling Units per Parcel shall be as provided in Exhibit 13.2, but in no event shall Vested Units exceed the 1,974 total established by the preceding paragraph.

(c) Building Development Standards

The ARB shall prescribe and determine Lot area, Lot width, Lot depth, Lot coverage, setback and yard requirements, and may adjust the following criteria:

(i) LOT AREA: Minimum Lot areas required for each dwelling unit are as follows:

a. 8,000 square feet in Lots shown with a density of 3 Dwelling Units per acre;

b. 6,000 square feet in Lots shown with a density between 3 Dwelling Units per acre and 6 Dwelling Unit residential condominium units per acre;

c. 4,000 square feet in Lots shown with a density between 6 Dwelling Units per acre and 12 Dwelling Units per acre;

d. Lot area required for each Dwelling Unit may be reduced to 2,000 square feet provided that open space is provided equivalent to the amount by which each Lot is reduced. Such equivalent open space shall be provided within 1,000 feet of each such Lot so reduced.

(ii) LOT WIDTH: The Lot width may be reduced to a minimum of 15 feet at the street right of way, provided that the Lot width at the building line (as indicated on the plat) shall be no less than:

a. 60 feet for Lots over 8,000 square feet;

b. 50 feet for Lots between 4,000 square feet and 8,000 square feet;

c. 20 feet for Lots between 2,000 square feet and 4,000 square feet.

(iii) LOT COVERAGE: All buildings on any lot, including accessory buildings shall not cover more than:

a. 33% of the area of Lots with more than 6,000 square feet per Lot; and

b. 60% of the area of Lots with less than 6,000 square feet per Lot.

(iv) SETBACK AND YARD REQUIREMENTS: Negative or "Zero" Lot lines are permitted at the discretion of the ARB.

a. FRONT YARDS: Each Lot shall have a front yard as follows:

- 25 feet on Lots with more than 8,000 square feet.

- 10 feet on Lots between 4,000 square feet and 8,000 square feet.

- No front yard is required on Lots between 2,000 square feet and 4,000 square feet provided all such units shall front on a common open space or street with a minimum width of 30 feet.

b. INTERIOR (SIDE) YARDS: Each Lot shall have two side yards whose sum shall be no less than 14 feet such that one required side yard shall be no less than three (3) feet (provided that there shall be no openings of the house into a side yard which is less than five (5) feet) and that the other required side yard be no less than eleven (11) feet, provided, however, that all houses on adjoining Lots shall have a minimum of thirteen (13) feet between them. the minimum distance between buildings may be reduced to eight (8) feet (and the required yards likewise) provided that the corners of the buildings overlap not more than fourteen (14) feet; that there are no openings in one of such walls at such a location; that there shall be no more than four adjacent units with the side yards so reduced; and that no side yard shall be less than three (3) feet. However, in instances in which two adjacent Lot owners mutually covenant and agree to utilize a common Lot line as a zero Lot line, no setbacks shall conform to these regulations.

c. CORNER (SIDE) YARDS: Each corner Lot shall have a side yard of not less than twenty-five (25) feet except in cases in which the side Lot line of a Lot abuts common open space which has a minimum width adjacent to the Lot of twenty-three (23) feet, then the corner side yard of such Lot may be reduced to three (3) feet.

d. REAR YARDS: Each Lot shall have a rear yard of not less than twenty-five (25) feet except in cases in which the rear Lot line abuts open space (either as a buffer between tracts or within the tract) which has a minimum width adjacent to the Lot of thirty (30) feet if wooded or fifty (50) feet if non-wooded area, then the rear yard of such Lot may be reduced to fifteen (15) feet.

(d) Off-Street Parking

The number of off-street parking spaces for any use shall be as outlined in Exhibit 13.5. The design of parking areas shall meet the minimum dimensional standards of Exhibit 13.6.

(e) Building Height

Residential Height is limited to a number of habitable floors (i.e., stories) exclusive of the area below the Ground Floor Level. One-half story is a habitable floor which has square footage that is no greater than one-half the square footage of the largest story. Single family residential buildings shall not exceed the stories specified in Exh. 13.2 or 45 feet in height from Ground Floor Level, regardless of the Height limits specified in Exhibit 13.2. Other residential structures shall not exceed the number of habitable floors or the Height (measured in feet from Ground Floor Level) shown in Exhibit 13.2.

Furthermore, except as noted below, no portion of a residential building (excluding fireplaces, chimneys and vents) may be taller than 30 feet from Ground Floor Level within 15 feet of any property line, nor taller than 35 feet from Ground Floor Level within 20 feet of any property line. These setbacks do not apply to internal property lines in condominium or townhouse development. The Town may grant exceptions to these setbacks for interior property lines as identified through the platting process, provided that such exceptions do not adversely impact existing Development.

(f) Buffers, Fencing, and Signage

The ARB shall prescribe and determine and may adjust, subject to the provisions of Section 13.B.6., natural vegetative buffers between either Development Parcels of differing density residential lands or residential and non-residential lands and may adjust the following criteria: The buffer shall be a landscaped or naturally vegetated area not less than 30' wide, or a golf course, or other non-wooded area not less than 50' wide or a change in topography, or any other natural or architectural transition feature which may be within the boundaries of a parcel.

The ARB shall approve fencing that is limited to landscaped hedgerows of dense plant material and/or wooden, masonry or wrought iron material which is architecturally integrated with other Development on the Lot or Development Parcel. Fencing shall not exceed five (5) feet in height from grade for residential Development. The ARB shall not

approve solid wood fences in front yards. Fencing (excluding the use of plant materials) within five (5) feet of side and rear property lines is prohibited. Fences taller than three (3) feet from pavement of adjacent streets shall not be located within the Sight Triangle without Town approval.

Signage allowed within parcels that permit residential, commercial or utility/community support uses shall meet and comply with the Kiawah Island Graphics Standards, as updated by the ARB from time to time, (current edition, Exh. 13.7); however, at such time as the Lots or Development Parcels on a Subdivision Plat become part of the Developed Lands, Property Owner agrees that signage shall be in the discretion of the KICA. Temporary signs for special events may be approved by the ARB provided the signs do not have moving parts, blinking or flashing lights, glaring lights, neon or extensive use of bright, offensive colors, and further provided that any temporary sign shall be permitted for a maximum of fifteen (15) days. Signs shall be located to avoid obstructing traffic visibility. No sign, excepting traffic signs, which is taller than three (3) feet above the pavement of the adjacent streets shall be permitted within the Sight Triangle of any street intersection without Town approval.

(g) Tree Replacement Guidelines

The Tree Replacement Guidelines, as currently promulgated by the ARB in the June, 1992 edition of Designing With Nature, shall continue to be applied by the ARB throughout all Real Property; provided, however, they may be adjusted, modified, and updated from time to time by the ARB with the approval of the Town.

All new Development projects shall be designed so that building areas, streets and utilities are located to minimize the loss of oak trees and other trees with a diameter (caliper) of eight (8) inches or more, as measured 3' above grade. Such Development shall not result in the loss of any trees with a caliper of twenty-four (24) inches or more measured at three (3) feet above grade except where the ARB finds that tree density, topography, or other geographic constraints, either preclude saving or allow the removal of such trees. Where such trees are removed, the ARB may require replacement with oak trees of at least two (2) inches caliper and having combined caliper equal to the removed specimen.

On individual Lots or Development Parcels, architects must take great care in designing buildings with an eye towards preserving all oak trees,

especially those that are larger than twenty-four (24) inch caliper. If there is no reasonable design solution that would save these large trees, mitigation shall be required by planting trees in which the sum of the caliper is equal to or greater than the caliper of the trees which are being removed.

Town approval will be necessary for the removal of live oak trees with thirty inch (30") or greater caliper (measured 3' feet above grade) from any single family Lots. If a single family Lot owner can reasonably demonstrate to the Town that there is no practical alternative for placement of a house, then the tree may be removed with Town approval, provided there is ample mitigation that, in the aggregate, is equal to the caliper of tree cut. On single family Lots, the Property Owner must provide the Town a survey of live oak trees with 30" or greater caliper (measured 3' above grade) before obtaining a building permit.

The ARB's tree replacement guidelines as set forth in the June 1992 edition of Designing with Nature shall govern the removal of trees from street rights-of-way and Lots or Development Parcels other than single family Lots. Town approval shall not be necessary for the removal of these trees from other Lots or Development Parcels and street rights-of-way. However, if a live oak of 30" or greater caliper (measured 3' above grade) is removed, then Property Owner shall submit to the Town evidence of mitigation required by the provisions of this section, including either a survey or sworn certification as to the live oak trees of 30" of greater caliper (measured 3' above grade) in the impacted area.

(h) Aesthetics

Except as otherwise provided herein, including, but not limited to, paragraphs 10, 11, 12 and 13, the ARB shall have sole and exclusive jurisdiction with regard to the standards and guidelines set forth in Exhibit 13.8, "Designing with Nature," attached hereto and other matters within its jurisdiction under Article II, Sections 1 and 2, of the General Covenants (excluding the introductory paragraph to them). In the event of any inconsistency between either Exhibit 13.8 or the General Covenants and the provisions of this Agreement, this Agreement governs.

The Town agrees that it will not establish an architectural review body during the term of this Agreement which replaces or duplicates the jurisdiction of the ARB as reserved to it under this subsection.

2. COMMERCIAL USES

(a) Permitted Uses

All uses presently shown on Exhibit 13.1 under the heading "Commercial" shall be vested as a matter of right on all parcels in the Undeveloped Lands with the designation "C" on Exhibit 13.2.

(b) Size Limitations

Total island wide commercial square footage on all Real Property (including any leasable, non-residential building square footage, but excluding Hotel Rooms and Support Space) shall not exceed 300,000 square feet of floor area on both Developed and Undeveloped Lands.

The maximum commercial square footage allowable for each parcel shall not exceed the totals provided on Exhibit 13.2.

(c) Building Development Standards

Building setback standards shall be as established by the ARB and administered, varied and adjusted as necessary or appropriate for all Lots or Development Parcels in the Undeveloped Lands.

For non-residential uses, the minimum Lot area is 20,000 sq.ft., the minimum Lot depth is 120 ft., and the minimum Lot width is 150 ft.

The ARB shall establish limitations for total ground coverage of all impervious surfaces including building footprint, decks, walkways, parking and circulation areas, etc. In no event shall these limitations provide for more than seventy (70) percent impervious surfaces on any commercial Lot or Development Parcel without Town approval.

(d) Off-Street Parking

The number of off-street parking spaces for any use shall be as outlined in Exhibit 13.5. The design of parking areas shall meet the minimum dimensional standards of Exhibit 13.6.

(e) Building Height

Height shall not exceed the number of commercially habitable floors (i.e., stories) exclusive of the area below the finished first floor or the maximum elevation from Ground Floor Level established in Exhibit

13.2. One-half story is a habitable floor which has square footage that is no greater than one-half the square footage of the largest story.

No portion of a building may be taller than the Height above Ground Floor Level specified in Exhibit 13.9, "Commercial Bulk Standards."

(f) Buffers, Fencing and Signage

The ARB shall prescribe and determine and may adjust, subject to the provisions of Section 13.B.6., natural vegetative buffers between either Development Parcels of differing density residential lands or residential and non-residential lands and may adjust the following criteria: The buffer shall be a landscaped or naturally vegetated area not less than 30' wide, or a golf course, or other non-wooded area not less than 50' wide or a change in topography, or any other natural or architectural transition feature which may be within the boundaries of a parcel.

The ARB shall approve fencing that is limited to landscaped hedgerows of dense plant material and/or wooden, masonry or wrought iron material. Fencing shall not exceed 10 feet in height for commercial or utility development. Fencing (excluding the use of plant materials) within fifteen (15) feet of any property line is prohibited. Fences taller than three (3) feet from pavement of adjacent streets shall not be located within the Sight Triangle without Town approval.

Signage allowed within parcels that permit residential, commercial or utility/community support uses must meet and comply with the Kiawah Island Graphics Standards, as updated by the ARB from time to time, (current edition, Exh. 13.7); however, at such time as the Lots or Development Parcels on a Subdivision Plat become part of the Developed Lands, Property Owner agrees that signage shall be in the discretion of the KICA. Temporary signs for special events may be approved by the ARB provided the signs do not have moving parts, blinking or flashing lights, glaring lights, neon or extensive use of bright, offensive colors, and further provided that any temporary sign shall be permitted for a maximum of fifteen (15) days. Signs shall be located to avoid obstructing traffic visibility. No sign which is taller than three (3) feet above the pavement of the adjacent streets shall be permitted within the Sight Triangle of any street intersection without Town approval.

(g) Tree Replacement Guidelines

The Tree Replacement Guidelines, as currently promulgated by the ARB in the June, 1992 edition of Designing With Nature, shall continue to be applied by the ARB throughout all Real Property; provided, however, they may be adjusted, modified, and updated from time to time by the ARB with the approval of the Town.

All new Development projects shall be designed so that building areas, streets and utilities are located to minimize the loss of oak trees and other trees with a diameter (caliper) of eight (8) inches or more, as measured 3' above grade. Such Development shall not result in the loss of any trees with a caliper of twenty-four (24) inches or more measured at three (3) feet above grade except where the ARB finds that tree density, topography, or other geographic constraints, either preclude saving or allow the removal of such trees. Where such trees are removed, the ARB may require replacement with oak trees of at least two (2) inches caliper and having combined caliper equal to the removed specimen.

On individual Lots or Development Parcels, architects must take great care in designing buildings with an eye towards preserving all oak trees, especially those that are larger than twenty-four (24) inch caliper. If there is no reasonable design solution that would save these large trees, mitigation shall be required by planting trees in which the sum of the caliper is equal to or greater than the caliper of the trees which are being removed.

The ARB's tree replacement guidelines as set forth in the June 1992 edition of Designing with Nature shall govern the removal of trees from street rights-of-way and Lots or Development Parcels other than single family Lots. Town approval shall not be necessary for the removal of these trees from other Lots or Development Parcels and street rights-of-way. However, if a live oak of 30" or greater caliper (measured 3' above grade) is removed, then Property Owner shall submit to the Town evidence of mitigation required by the provisions of this section, including either a survey or sworn certification as to the live oak trees of 30" or greater caliper (measured 3' above grade) in the impacted area.

(h) Aesthetics

Except as otherwise provided herein, including, but not limited to, paragraphs 10, 11, 12 and 13, the ARB shall have sole and exclusive

jurisdiction with regard to the standards and guidelines set forth in Exhibit 13.8, "Designing with Nature," attached hereto and other matters within its jurisdiction under Article II, Sections 1 and 2, of the General Covenants (excluding the introductory paragraph to them). In the event of any inconsistency between either Exhibit 13.8 or the General Covenants and the provisions of this Agreement, this Agreement governs.

The Town agrees that it will not establish an architectural review body during the term of this Agreement which replaces or duplicates the jurisdiction of the ARB as reserved to it under this subsection.

3. UTILITY AND SUPPORT SERVICES

(a) Permitted Uses

All uses as shown as "Utility" on Exhibit 13.1, shall be vested as a matter of right on all Undeveloped Lands indicated as U on Exhibit 13.2.

(b) Building Development Standards

Building setback standards shall be as established by the ARB.

For non-residential uses, the minimum Lot area is 20,000 sq.ft., the minimum Lot depth is 120 ft., and the minimum Lot width is 150 ft.

The ARB shall establish limitations for total ground coverage of building footprint, decks, walkways, parking and circulation areas, etc.

(c) Off-Street Parking

Off-street parking standards shall be as provided by ¶ 13.B.1.(d).

(d) Building Height

Building Height limitations shall be as described in Exhibit 13.2. Building Height of non-habitable structures (antennas, towers, communication structures, utility structures, etc.) shall be as determined by the ARB unless it is proposed to exceed Heights of the same proposed structures existing on the date of execution of this Agreement, as specified in Exhibit 13.10 attached hereto. Town approval shall be required to exceed these specified Heights.

(e) Buffers, Fencing, and Signage

The ARB shall prescribe and determine and may adjust, subject to the provisions of Section 13.B.6., natural vegetative buffers between either parcels of differing density residential lands or residential and non-residential lands and may adjust the following criteria: The buffer shall be a landscaped or naturally vegetated area not less than 30' wide, or a golf course, or other non-wooded area not less than 50' wide or a change in topography, or any other natural or architectural transition feature which may be within the boundaries of a parcel.

The ARB shall approve fencing that is limited to landscaped hedgerows of dense plant material and/or wooden, masonry or wrought iron material. Fencing shall not exceed 10 feet in height for commercial or utility development. Fencing (excluding the use of plant materials) within fifteen (15) feet of any property line is prohibited. Fences taller than three (3) feet from pavement of adjacent streets shall not be located within the Sight Triangle of any street intersection without Town approval.

Signage allowed within parcels that permit residential, commercial or utility/community support uses shall meet and comply with the Kiawah Island Graphics Standards, as updated by the ARB from time to time, (current edition, Exh. 13.7); however, at such time as the Lots or Development Parcels on a Subdivision Plat become part of the Developed Lands, Property Owner agrees that signage shall be in the discretion of the KICA. Temporary signs for special events may be approved by the ARB provided the signs do not have moving parts, blinking or flashing lights, glaring lights, neon or extensive use of bright, offensive colors, and further provided that any temporary sign shall be permitted for a maximum of fifteen (15) days. Signs shall be located to avoid obstructing traffic visibility. No sign which is taller than three (3) feet above the pavement of the adjacent streets shall be permitted within the Sight Triangle of any street intersection without Town approval.

(f) Tree Replacement Guidelines

The Tree Replacement Guidelines, as currently promulgated by the ARB in the June, 1992 edition of Designing With Nature, shall continue to be applied by the ARB throughout all Real Property; provided, however, they may be adjusted, modified, and updated from time to time by the ARB with the approval of the Town.

All new Development projects shall be designed so that building areas, streets and utilities are located to minimize the loss of oak trees and other trees with a diameter (caliper) of eight (8) inches or more, as measured 3' above grade. Such Development shall not result in the loss of any trees with a caliper of twenty-four (24) inches or more measured at three (3) feet above grade except where the ARB finds that tree density, topography, or other geographic constraints, either preclude saving or allow removal of such trees. Where such trees are removed, the ARB may require replacement with oak trees of at least two (2) inches caliper and having combined caliper equal to the removed specimen.

On individual Lots or Development Parcels, architects must take great care in designing buildings with an eye towards preserving all oak trees, especially those that are larger than twenty-four (24) inch caliper. If there is no reasonable design solution that would save these large trees, mitigation shall be required by planting trees in which the sum of the caliper is equal to or greater than the caliper of the trees which are being removed.

The ARB's tree replacement guidelines as set forth in the June 1992 edition of Designing with Nature shall govern the removal of trees from street rights-of-way and Lots or Development Parcels other than single family Lots. Town approval shall not be necessary for the removal of these trees from other Lots or Development Parcels and street rights-of-way. However, if a live oak of 30" or greater caliper (measured 3' above grade) is removed, then Property Owner shall submit to the Town evidence of mitigation required by the provisions of this section, including either a survey or sworn certification as to the live oak trees of 30" or greater caliper (measured 3' above grade) in the impacted area.

(g) Aesthetics

Except as otherwise provided herein, including, but not limited to, paragraphs 10, 11, 12 and 13, the ARB shall have sole and exclusive jurisdiction with regard to the standards and guidelines set forth in Exhibit 13.8, "Designing with Nature," attached hereto and other matters within its jurisdiction under Article II, Sections 1 and 2, of the General Covenants (excluding the introductory paragraph to them). In the event of any inconsistency between either Exhibit 13.8 or the General Covenants and the provisions of this Agreement, this Agreement governs.

The Town agrees that it will not establish an architectural review body during the term of this Agreement which replaces or duplicates the jurisdiction of the ARB as reserved to it under this subsection.

4. OPEN SPACE

(a) Parcel open space is defined as land with Pervious Cover. The percentage of Parcel open space is determined by dividing the area of Pervious Cover by the gross area of a Parcel exclusive of Fresh Water and Salt Water Wetlands. Exhibit 13.2 provides the minimum required percentages of Parcel open space for each Parcel.

(b) The Property Owner shall dedicate conservation open space as provided in Paragraph 16 of this Agreement.

(c) The Property Owner shall provide and dedicate the following active or passive open space Facilities:

Active or Passive Recreation Sites

The following list includes active or passive park sites and open space which have been and/or shall be dedicated to KICA in accordance with Paragraphs 15 and 16 of this Agreement

Existing Parklands/Open Space
Glossy Ibis Mini Park
Marshview Tower Overlook
Willet Pond Mini Park
Marsh Island Park
Rhett's Bluff Boat Landing
Canvasback Pond Mini Park
Master Leisure Trail System
Internal Crabbing/View Stands

Future Parklands/Open Space
Bear Island (except as provided in Paragraph 16(d) of this Agreement)
Captain Sam's Spit (subject to reservations in ¶ 16(h))
Blue Heron Mini Park/View Tower
Cougar Island Park

Trails

The Property Owner shall determine the specific alignments of all trails, including access to the trail system from new Development areas; provided that the existing trail system shall be extended, at Property Owner's cost, along Flyway Drive to Glen Abbey.

In the event a road is constructed to Bear Island for regular automobile traffic to serve one or more Dwelling Units there, Property Owner agrees that the trail system shall be extended along this road to Bear Island (this survives the Agreement), provided the owner of the Ocean Course consents to such trail use.

Dedication of trail segments to KICA shall occur in conjunction with plat approval for adjacent subdivisions or rights-of-way.

(d) The Town agrees that the above future facilities and open spaces specified in this Agreement, in conjunction with existing facilities, open spaces, parks, marshes, natural and man made features and recreational amenities of Kiawah Island, shall satisfy all current and future obligations of the Property Owner relating to the same for monetary exactions and/or the provision or dedication of parks, parklands, community recreational facilities, open spaces and recreational areas on Kiawah Island.

5. MIXED USE DEVELOPMENT

(a) If more than one designation - "R-1," "R-2," "R-3," "C" and "U" - applies to a parcel in Exhibit 13.2, any permitted land use within a single land use type (e.g., Residential, Commercial or Utility) may be established on the parcel. A mixed use development with more than one type of use shall be permitted with Town approval of the requested mix, arrangement and Building Development Standards for such uses, which approval shall not be unreasonably withheld. The maximum residential, non-residential and hotel square footage for mixed use development on any parcel shall not exceed the FAR established in Exhibit 13.2. Mixed use FAR's shall be calculated by dividing the total floor area of all use types (e.g., Residential, Commercial, Hotel and Utility) by the gross site area above mean high water, excluding Fresh Water and Salt Water Wetlands. Residential units in mixed use developments will be counted towards the maximum number of Vested Units as provided in ¶ 13.B.1.(b)(i). Non-Residential floor area will be

counted towards the maximum square footage as provided in ¶ 13.B.2.(b). Hotel Rooms and Support Space will be counted towards the maximums as provided in ¶ 19.

6. COMPATIBILITY STANDARDS

(a) Compliance. Notwithstanding any other provision of this Agreement to the contrary (including, but not limited to, certain provisions of this paragraph 13) the ARB and the Property Owner shall comply with the Compatibility Standards set forth in ¶ 13.B.6.(c) and ¶ 13.B.6.(d).

(b) Adjustment. The compatibility standards set forth in ¶ 13.B.6.(c) shall be subject to adjustment only by the proper exercise of discretion or authority, as delegated to the Zoning Board of Adjustment or the Town Council by the South Carolina Code.

(c) Compatibility Standards

The intent of these compatibility standards is to provide the ARB with broad discretion to establish or modify Building Development Standards on Undeveloped Lands, while providing adequate protection to consumers by ensuring that the use and design of new Development will be compatible with that of Lots and Development Parcels sold to third parties.

The proposed land use for each Lot or Development Parcel will be defined on the Subdivision Plat for all new Lots. Land use changes that change the overall classification of use, as specified in Table 13.2, must be approved by the Town. Any change to Building Development Standards shown on a Subdivision Plat for Lots located Adjacent to any Lot or Development Parcel under contract to a Type A Member shall comply with ¶ 13.B.6. of this Agreement. However, these compatibility standards, including Town approval for a change to a Building Development Standard, shall not be necessary for single family Lots on Subdivision Plats that were approved in any form by the Town before January 28, 1994.

New Development of Undeveloped Lands which is Adjacent to Lots included in a Subdivision Plat or Development Parcels is subject to the following compatibility standards. New Development located Adjacent to previously platted Lots or Development Parcels shall:

(i) Have an equal or lower Density than Adjacent Lots or Development Parcels;

(ii) Be designated for the same or a less intensive use than Adjacent Lots or Development Parcels; and

(iii) Comply with the Building Development Standards and Height established for Adjacent Lots or Development Parcels.

If proposed Development does not meet conditions (i), (ii) and (iii), then the following bufferyards shall be required:

Required Bufferyards(1)

Existing Development	Proposed Development(1)				
	R-1	R-2	R-3	Commercial, Office or Resort	Other Uses
R-1	none(2)	A	B	C	(3)
R-2	A	none	A	B	(3)
R-3	B	A	none	A	(3)
Commercial, Office or Resort	C	B	A	none	(3)
Other Uses	(3)	(3)	(3)	(3)	(3)

Notes for Required Bufferyards Table

(1) Bufferyards and open spaces shall be provided on the site of the new Development, regardless of existing setbacks, bufferyards or open space otherwise provided on the existing developed site, except that existing golf courses or dedicated open space areas may be counted towards bufferyard requirements. Bufferyards do not include required building setbacks. Natural bufferyards are those for which the vegetation has been permitted to grow through natural succession to include trees which are at least twenty (20) feet tall with thickly vegetated understory growth. Densely planted bufferyards shall include a variety of trees and understory plantings which will mature to create an opaque bufferyard within five (5) years of planting. Open bufferyards include golf courses, Water Bodies, and other areas where vegetation does not completely visually screen Adjacent land uses. Design and plant material shall be determined by ARB; provided, however, that the Town shall reasonably determine whether or not the specific planting criteria of this paragraph for vegetative bufferyards have been met by Property Owner.

(2) If new Development located Adjacent to previously platted Lots does not comply with Building Development Standards and Height established for Adjacent Lots, a type "A" bufferyard must be provided.

(3) Type of bufferyard to be determined by the Town based on impact of use, but shall not exceed 60 feet in width for natural or densely planted bufferyard or 120 feet for open bufferyard.

Bufferyard Definitions

Design and plant materials shall be determined by the ARB.

Bufferyard Type	Minimum Requirement
A	30 ft. wide with natural or densely planted vegetation or 50 feet of open buffer yard.
B	40 ft. wide with natural or densely planted vegetation or 70 feet of open buffer yard.
C	60 ft. wide with natural or densely planted vegetation or 120 feet of open buffer yard.

(d) Consumer Reliance/Consumer Consent

(i) Subject to the provisions of ¶ 13.B.6.(c), at the time of conditional and final plat submittal, the Property Owner may on the plat indicate such Building Development Standards as the Property Owner shall determine to be appropriate. If no Building Development Standards are described on the conditional or final Subdivision Plat, then the Building Development Standards for the platted Lots shall be as determined by the ARB.

(ii) If a conditional or final Subdivision Plat indicates an applicable Building Development Standard, then a buyer or seller of a Lot (including the Property Owner) may elect to agree in writing that no reliance will be placed on such Building Development Standards as may apply (directly on the plat and/or by ARB adjustment) to any Adjacent Lot or Development Parcels and/or such buyer may waive enforcement of such Standards.

(iii) The owner of a Lot or Development Parcel who seeks to deviate from such Building Development Standards as appear on the conditional or final plat which includes his Lot or Development Parcel, may avoid seeking a variance from the Zoning Board of Adjustment only if the Type A owners of Adjacent Lots execute a consent (as described in subparagraph (ii)). A copy of the consent must be provided the ZBA and ARB.

(e) Replatting

(i) Town, subject to compliance with applicable Laws, may approve re-platting or re-configuration of Lots or Development Parcels contained in Subdivision Plats approved prior to January 28, 1994. Any increase in the number of Lots from such re-platting or re-configuration shall be counted toward the 1,974 cap in Section 13.A.(b)(i).

C. VESTED RIGHTS FOR THE DEVELOPED LANDS.

The Lots and Development Parcels constituting a portion of the Real Property on Exhibit 4.1 not designated as numbered Parcels are the Developed Lands as of the date hereof, and the Town agrees, subject to the provisions of paragraph 10(a), not to enact setback standards any more restrictive than those shown on Exhibit 13.11: Kiawah Island Property Setback Requirements, attached hereto. Modification of the setback standards for Developed Lands shall require approval of the ARB and the Town's Zoning Board of Adjustment.

1. RESIDENTIAL USES

(a) Permitted Uses

In order to foster the utmost compatibility and cohesion in existing residential neighborhoods, all land of the Property Owner in the Developed Lands that is designated "R" on Exhibit 13.12 "Existing Residential Lots and Condominium Units", shall only be used for residential purposes. For those Developed Lands of the Property Owner that are currently bound by covenants prescribing a particular type of residential use, the residential uses shall be limited to those permitted under those existing covenants. For those Developed Lands of the Property Owner that are not currently bound by covenants prescribing a particular residential use, the residential use must be single family.

Residential unit types within Developed Lands are limited to those as outlined in the Single Family, Patio Homes, and Multi-family Covenants.

(b) Density

Subject to ¶ 15(a)(ii), the total number of Dwelling Units in Developed Lands shall not exceed the total number of existing single family residential Lots and residential condominium Dwelling Units as shown

on Exhibit 13.12: Existing Residential Lots and Residential Condominium Units.

(c) Building Development Standards

The Building Development Standards for setback and yard requirements are as described in Exhibit 13.11. Variances to these standards will require Town of Kiawah Island Zoning Board of Adjustment approval and ARB approval.

Building coverage (i.e., building foot print) shall not exceed the following:

(i) 33% of the area of Lots or Development Parcels with more than 6,000 square feet per Lot; and

(ii) 40% of the area of Lots or Development Parcels with less than 6,000 square feet.

(d) Off-Street Parking

The number of off-street parking spaces for any use shall be as outlined in Exhibit 13.5. The design of parking areas shall meet the minimum dimensional standards of Exhibit 13.6.

(e) Building Height

Building Height is limited to 2.5 stories for single family structures or 3 stories for other residential structures. The Height of single family structures shall not exceed 35 feet from Ground Floor Level. The Height of other residential structures shall not exceed 40 feet from Ground Floor Level, except as approved by the Board of Zoning Adjustment. This maximum Height of 35' for single family structures shall not apply to the Lots described on Exh. 13.15 in the Osprey Beach Subdivision, which shall have a maximum permissible Height of 45' from Ground Floor Level, a maximum elevation that is compatible with existing, established structures in this subdivision along the beachfront.

Height is the number of habitable floors (i.e., stories) exclusive of the area below the finished first floor. One-half story is a habitable floor which has heated square footage that is no greater than one-half the heated square footage of the largest story.

(f) Buffers, Fencing, and Signage

Buffers, fencing and signage shall comply with ¶ 13.B.1.(f) of this Agreement.

(g) Tree Replacement Guidelines

The Tree Replacement Guidelines, as currently promulgated by the ARB in the June, 1992 edition of Designing With Nature, shall continue to be applied by the ARB throughout all Real Property; provided, however, they may be adjusted, modified, and updated from time to time by the ARB with the approval of the Town.

On individual Lots or Development Parcels, architects must take great care in designing buildings with an eye towards preserving all oak trees, especially those that are larger than twenty-four (24) inch caliper, as measured 3' above grade. If there is no reasonable design solution that would save these large trees, mitigation shall be required by planting trees in which the sum of the caliper is equal to or greater than the caliper of the trees which are being removed.

Town approval shall be necessary for the removal of live oak trees with twenty-four inch (24") or greater caliper (measured 3' above grade) in the Developed Lands. If an owner can reasonably demonstrate to the Town that there is no practical alternative to removing such tree, then the tree may be removed with Town approval provided there is ample mitigation that, in the aggregate, is equal to the caliper of tree cut. On single family Lots, the Property Owner must provide the Town a survey of live oak trees with 30" or greater caliper (measured 3' above grade) before obtaining a building permit.

(h) Aesthetics

Except as otherwise provided herein, including, but not limited to, paragraphs 10, 11, 12 and 13, the ARB shall have sole and exclusive jurisdiction with regard to the standards and guidelines set forth in Exhibit 13.8, "Designing with Nature," attached hereto and other matters within its jurisdiction under Article II, Sections 1 and 2, of the General Covenants (excluding the introductory paragraph to them). In the event of any inconsistency between either Exhibit 13.8 or the General Covenants and the provisions of this Agreement, this Agreement governs.

The Town agrees that it will not establish an architectural review body during the term of this Agreement which replaces or duplicates the jurisdiction of the ARB as reserved to it under this subsection.

2. COMMERCIAL USES

(a) Permitted Uses

All uses presently shown on Exhibit 13.1 under the heading "Commercial" shall be permitted as a matter of right on all parcels of the Property Owner in the Developed Lands designated "C" on Exhibit 13.13.

(b) Size Limitations

Total island wide commercial square footage on all Real Property (including any leasable, non-residential building square footage, but excluding Hotel Rooms and Support Space) shall not exceed 300,000 square feet of floor area on both Developed and Undeveloped Lands.

(c) Building Development Standards

Building setback standards are established by Exhibit 13.14 and shall be subject to variance only if approved by the ARB and the Zoning Board of Adjustment.

Building coverage standards shall be established by Exhibit 13.14. Limitations for total ground coverage of all impervious surfaces, including building footprint, decks, walkways, parking and circulation areas, etc., shall be subject to variance only if approved by the ARB and the Zoning Board of Adjustment.

(d) Off-Street Parking

The number of off-street parking spaces for any use shall be as outlined in Exhibit 13.5. The design of parking areas shall meet the minimum dimensional standards of Exhibit 13.6.

(e) Building Height

Height is the vertical distance from Ground Floor Level to the top of a non-residential or mixed use building. Building Height shall not exceed 35 feet from Ground Floor Level unless otherwise approved by the Town.

(f) Buffers, Fencing and Signage

Buffers, fencing and signage shall comply with ¶ 13.B.1.(f).

(g) Aesthetics

Except as otherwise provided herein, including, but not limited to, paragraphs 10, 11, 12 and 13, the ARB shall have sole and exclusive jurisdiction with regard to the standards and guidelines set forth in Exhibit 13.8, "Designing with Nature," attached hereto and other matters within its jurisdiction under Article II, Sections 1 and 2, of the General Covenants (excluding the introductory paragraph to them). In the event of any inconsistency between either Exhibit 13.8 or the General Covenants and the provisions of this Agreement, this Agreement governs.

The Town agrees that it will not establish an architectural review body during the term of this Agreement which replaces or duplicates the jurisdiction of the ARB as reserved to it under this subsection.

(h) Tree Replacement Guidelines

The Tree Replacement Guidelines, as currently promulgated by the ARB in the June, 1992 edition of Designing With Nature, shall continue to be applied by the ARB throughout all Real Property; provided, however, they may be adjusted, modified, and updated from time to time by the ARB with the approval of the Town.

On individual Lots or Development Parcels, architects must take great care in designing buildings with an eye towards preserving all oak trees, especially those that are larger than twenty-four (24) inch caliper, as measured 3' above grade. If there is no reasonable design solution that would save these large trees, mitigation shall be required by planting trees in which the sum of the caliper is equal to or greater than the caliper of the trees which are being removed.

Town approval shall be necessary for the removal of live oak trees with twenty-four inch (24") or greater caliper (measured 3' above grade) in the Developed Lands. If an owner can reasonably demonstrate to the Town that there is no practical alternative to removing such tree, then the tree may be removed with Town approval provided there is ample mitigation that, in the aggregate, is equal to the caliper of tree cut. On non-residential Lots, the Property Owner must provide the Town a

survey of live oak trees with 30" or greater caliper (measured 3' above grade) before obtaining a building permit.

14. Facilities and Services. Although the nature of this long term Project prevents the Property Owner from now providing exact completion dates, the Property Owner certifies that the following services and Facilities will be in place (or if not fully in place, the cost of their construction fully bonded or letter of credit posted pursuant to the Town Subdivision Regulations) at the times provided below and as to roads, sewer, and water infrastructure, at the times Lots or Dwelling Units in subdivided real property or condominium units on recorded master deeds are offered for purchase to the public. Subject to compliance with applicable Laws and with all provisions of this Agreement, the Town hereby authorizes the Property Owner, on its own or through its affiliated companies, to install the Facilities. Notwithstanding any provision herein to the contrary, the Property Owner hereby assures the Town that adequate Facilities (as defined in Section 1.(n)) shall be available concurrent with the impacts of Development. Nothing in this Agreement shall be construed to create an obligation for the Town to construct Facilities or on Property Owner to pave the currently unpaved sections of Eugenia Avenue.

(a) Rights-of-Way. The Property Owner shall at its expense develop and provide roads and other related infrastructure, and pursuant to and at such times required by the KICA Covenants, transfer same to the KICA if they are intended to be KICA Common Properties or Purchased Common Properties or Restricted Common Properties.

(b) Water and Sewer. The service and Facilities for water and sewer shall be provided by the Kiawah Island Utility, Inc. (currently owned by the Property Owner) or its successor.

(c) Second Fire Station. The Property Owner shall, at no cost, no later than June 30, 1996, dedicate to the St. John's Fire Department fee simple title for the land necessary for a second fire substation, to be located at one of the sites designated in Exhibit 14.1, such site being of a size and configuration approved by the Property Owner and St. John's Fire Department prior to the execution of this Agreement.

(d) Conveyance of Existing Parkway. The Property Owner agrees that its directors on the board of the KICA will support and vote for the conveyance of an option to acquire fee simple title (for a nominal consideration for both the option and fee simple title of not to exceed $1) to the Town (by execution of the contract attached hereto as Exhibit 14.2) of the existing Kiawah Island Parkway from Bohicket Road to the first gate as shown in Exhibit 14.3. This transfer may take the form of a conveyance from KICA to Property Owner who shall simultaneously make a conveyance to the Town.

This conveyance shall be voted on by the KICA members, as with any other conveyance of Common Property, by April 1, 1995. The Town and Property Owner agree to actively support such KICA referendum.

(e) Addition of Entrance Road and Location of New Security Gate. The Town and the Property Owner recognize that certain shopping, office, convenient travel and other benefits shall accrue to Kiawah property owners if (i) additional, aesthetically-pleasing safe and well designed ingress and egress between a point northwest of the Kiawah Island Bridge and Bohicket Road is provided and (ii) if an additional Kiawah security checkpoint is added on the Kiawah Parkway as it crosses the Andell tract shown on Exhibit 14.4. In furtherance of such goals, the Town agrees that it will consent to construction of an additional entrance road to Kiawah Island for ingress and egress from Bohicket Road, provided the final plan, including adjoining uses, is essentially compatible with the schematic drawing that is shown on Exhibit 14.4; provided, however, any such agreement is conditioned upon the existing Kiawah Island Parkway, from Bohicket Road to where it will merge with the new parkway, not being obstructed or impeded in any material fashion and being constructed as shown in Exhibit 14.4 attached hereto. Town shall allow curb cuts on the Kiawah Island Parkway, as expressly designated on Exhibit 14.4. The Kiawah Island Parkway will remain accessible to two-way traffic for its entire distance except as shown on Exhibit 14.4. The Kiawah Island Parkway will not be connected to the new entrance road in any manner other than the merging of the two as indicated on Exhibit 14.4.

The Betsy Kerrison Parkway Extension Road will be designed in accordance with the above agreement and constructed entirely by the Property Owner or others. All such planning and construction of the new extension and related improvements shall be paid for either by the Property Owner or others, but not by the Town. Provided, the new extension shall be put in active use once construction of the mixed use shopping area has commenced.

(f) Exactions. In return for the provision of the facilities and services set forth in this section, the Town agrees that it will not seek further property or monetary exactions or impact fees related only to the facilities and services described in this section, subject to S.C. Code §§ 6-31-80 and 6-31-100 (Cum.Supp. 1993); provided, however, the Town is not the facilities and services provider.

15. **Reservations, Conveyances, Leases, Easements, and Other Agreements.**

(a) For Benefit of KICA. The Property Owner shall make the following reservations, conveyances, leases, easements, and other agreements for the benefit of the KICA:

(i) Rhett's Bluff Landing:

The Rhett's Bluff Landing property consists of approximately 6 acres as shown on the plat attached hereto and made part hereof as Exhibit 15.1. The Landing consists of undeveloped acreage, developed parking areas, an entry road and gate, a pavilion, and two L-shaped piers (for, respectively, tying up of boats and fishing and crabbing purposes, the former dock having a smaller pavilion for viewing), a boat ramp, lighting and electrical service, bollards, signage and other improvements.

The Property Owner further agrees to convey no later than March 1, 1995, all of the above mentioned land and the then existing improvements thereon to the KICA as Common Property with the reservation being that the Property Owner and its guests, shall have the right in perpetuity, without charge, to use and reserve the Rhett's Bluff Landing as shown in Exhibit 15.1 for parties, special events, and other similar functions, and for fishing, boating, crabbing, etc. The Property Owner shall, however, be fully responsible for preparation and cleanup of the site and for payment for all KICA security, cleanup and other expenses (including all repairs) as may be generated as a result of such Property Owner usage. Property Owner party usage of Rhett's Bluff Landing shall be limited to 15 days per year; and, Property Owner shall give KICA reasonable written notice of its desire to reserve usage. Property Owner shall not be entitled, as a matter of right, to party use on more than two consecutive days.

Pending such conveyance, the annual License Agreement dated July 31, 1993, from the Property Owner to the KICA shall be annually renewed for $1.00/year provided KICA agrees to be responsible for maintenance repairs except those indicated in the previous paragraph as shall remain entirely the Property Owner's responsibility. The Property Owner shall execute and record the Termination of Declaration of Covenants and Restrictions for Rhett's Bluff Landing, Exhibit 15.1a, contemporaneously with its conveyance to KICA.

(ii) Beach Parking:

In addition to the nine spaces recently conveyed to the KICA on Ocean Marsh Road and the 110 spaces at the new Kiawah Island Beach Club facility, the Property Owner commits to convey (by quit claim deed), the following additional beach parking facilities inside and east of the Vanderhorst Gate: no later than January 1, 2000, the Property Owner will improve with coquina shell or better and any landscaping it deems

tasteful and appropriate, a 30 space parking area generally seaward of The Ocean Course clubhouse for restricted use during daylight hours of the summer months, except during tournaments or special events. The parking spaces created as aforesaid shall be on land over which the Property Owner has an easement or other rights and privileges. Such rights and privileges shall be conveyed to the KICA no later than January 1, 2000. Property Owner shall not interfere with the Ghost Run Emergency Vehicular Access Point.

No later than June 1, 1995, the Property Owner shall convey by quit claim deed to KICA inside and east of the Vanderhorst gate, one or more off-street locations having a combined total of at least 50 beach parking spaces and shall construct the spaces with coquina shell or better. These 50 spaces shall be on Parcel 40 and are likely to be adjacent to the second fire station site (See, Exhibits 14.1 and 15.2) in Osprey Beach. Property Owner shall also include in its conveyance of the property for these beach parking spaces sufficient space that would allow the placement of a future bathroom facility. Town shall support the location of beach parking at this site.

No later than March 1, 1995, the Property Owner will convey to KICA, by quit claim deed, the western ½ of David Street, as shown on Exh. 15.3. To the extent parking spaces in the former David Street are included in the plan for the renovation of the KICA members' pool tract, Property Owner shall also reimburse KICA for the construction of up to 35 parking spaces to be located therein, which are to be constructed in the same manner as those spaces on Ocean Marsh Drive.

No later than March 1, 1995, Property Owner shall also convey to KICA an enlarged pool parcel site down to the critical line on the ocean side of the current KICA members' pool parcel, as described in Exhibit 15.3 attached hereto.

In return for these conveyances to KICA, the Town would agree to view favorably the subdivision of the lot on the southeast corner of Eugenia Avenue and David Street and permit adding 40 ft. of David Street to such subdivided lot, so long as no houses are permitted on the western-most 40' of the new, western-most lot.

(iii) Fishing and Crabbing Piers/Observation Towers:

At least one Observation Tower and one fishing/crabbing pier shall be constructed at the Property Owner's sole cost on or before January 1, 2000 at sites selected by the Property Owner along Blue Heron pond.

Such structures are to be conveyed by quit claim deed to the KICA as Common Property at such time as the other Common Property serving the approved and platted Lots around Blue Heron pond, is conveyed by the Property Owner to the KICA.

(iv) New Blue Heron Park:

The Property Owner hereby commits to provide, plan, and develop a passive park adjacent to the fishing/crabbing pier or the Wildlife Observation Tower mentioned in ¶ 15(a)(iii) above; the new park shall consist of at least 2 acres of highlands located in the area shown on Exhibit 15.4 and in addition shall have provision for access (this does not require Property Owner to provide a bike trail) and 3-4 parking spaces improved with coquina shell or better prior to conveyance.

(v) New Cougar Island Park:

The Property Owner shall provide, plan, and develop an active park (e.g. fishing and crabbing dock, interpretative nature trails, picnic areas, and/or nature overlooks) on Cougar Island, Parcel 43, to consist of at least 2 acres located in the area shown on Exhibit 15.10. The Property Owner shall also provide five parking spaces of coquina shell or better for the use of this park. This park shall be developed and conveyed by quit claim deed for one ($1.00) Dollar, to the KICA no later than January 1, 2000.

(vi) Golf Courses/Tennis Courts Covenant:

The Property Owner reaffirms it placed in 1989 certain matters of record in the Charleston County RMC office which require -- among other things -- the current and future owners of Marsh Point, Turtle Point, Osprey Point, and The Ocean Course, as well as the two Resort Tennis Centers to use the lands currently devoted to golf and tennis purposes to only such golf course and tennis center purposes (and reasonable, related retail and commercial activities) for a period of approximately 95 years from the date hereof. The purpose and effect of such restrictive covenants was and is to prevent the conversion of these amenities that are available to Kiawah property owners to other uses, such as residential or other purely commercial purposes, for such period. So long as the essential purposes of such covenants are fulfilled, the Property Owner may consent to minor alterations or to correct boundaries, etc.

(vii) Existing Park Facilities:

The Property Owner hereby commits to convey by deed to the KICA the following park land and park facilities described in Exhibit 15.5 no later than January 1, 1996, unless such parklands and park facilities are already subject to a 99 year Lease to KICA:

Glossy Ibis Minipark
Marsh Island Park
Canvasback Pond Minipark
Master Leisure Trail System
Internal Crabbing/View Stands
Marsh View Tower Overlook
Willet Pond Minipark

(viii) Sora Rail Tract:

On or before March 1, 1996, the Property Owner will convey the Sora Rail Road maintenance tract shown in Exhibit 15.9 by quit claim deed to KICA for $1.00 for maintenance purposes.

(b) Exchange of The Town's Kiawah River Commons Property

(i) Conveyance of Town's Property. If the Town desires to convey its Lot at Kiawah River Commons to the Property Owner, free of all liens and encumbrances except those that may have existed at the time the Property Owner originally conveyed the Lot to the Town, then the Property Owner hereby agrees to provide the Town a 100% credit in the amount of the Town's Kiawah River Commons Lot purchase price (less any transfer tax due from the Property Owner) which credit shall be utilized as full compensation for purchase of any one of the 3.5 acre Beachwalker parcel or the 3.0 acre Andell Reception Center parcel, both identified on Exhibit 15.6 attached hereto. Property Owner, upon receiving notice from the Town of the Town's intent to exchange property, shall convey the same by quit claim deed free of all covenants and encumbrances except those set forth in subsection (iii) herein within sixty (60) days of receipt of said notice.

(ii) Kiawah Reception/Civic Center. The Town and the Property Owner are desirous of actively participating in the creation of and operation of a new Kiawah Reception Center and Town of Kiawah Island Civic Center to be located along the Kiawah Island Parkway approximately one-half (1/2) mile northwest of the Kiawah Island Bridge on a parcel containing approximately 8-10 acres on the west side of the Parkway and currently forming part of what is known as the "Andell Tract" as is depicted on Exhibit 15.7.

The Property Owner (with or without other partners) intends to seek to acquire and develop the Reception Center Tract and Kiawah Island Civic Center if it can be acquired at a fair market price from its current owners. Upon receipt of any required permits and upon such sale and development commencing, the Property Owner will make every reasonable and good faith effort to provide the Town an opportunity to exchange the current site for three (3) acres of high ground at the above-referenced site on an even exchange basis.

The location of the subparcel to be conveyed to the Town shall be as reasonably determined by the parties; however, the conveyance of such subparcel must be accomplished no later than January 1, 1995.

In the event that the above-referenced subparcel is not made available on or before the referenced date, the Town, at its sole discretion, shall have the option of exchanging its current Civic Center site, on an even exchange basis, as provided in ¶ 15(b)(i).

(iii) Other Conditions. If the Andell Reception Center Parcel is selected, the design must be approved by ARB, whose consent would not be unreasonably withheld and whose changes or objections would be justified. If the Town selects the Beachwalker site, any building the Town may erect there shall substantially conform to the design standards attached as Exhibit 15.8 "Beachwalker Town Hall Design Standards".

If the right to exchange is exercised, the Town will agree (as to either parcel) to a permanent restrictive covenant prohibiting real estate sales or rentals activities, a covenant giving the Property Owner the right-of-first refusal, and (if the Andell site is chosen) the grant of permission for parking to Property Owner, its guests, and other permitees provided this parking does not materially interfere with the parking necessary for the Town.

The Town shall exercise this right to exchange by June 30, 1996. The Town shall exercise its right to exchange as to a particular tract within 90 days if Property Owner presents Town with a legitimate purchase offer from a third party.

The failure or inability of Property Owner to purchase the proposed Andell Reception Center parcel shall not be a breach of this provision or the Agreement.

16. Environmentally-Sensitive Property Protection. The Property Owner shall make the following reservations, conveyances, leases, easements, and other agreements related to the protection of environmentally sensitive property as follows:

(a) Preservation of Marsh Lands Acreage:

There are approximately 4,000 to 5,000 acres of low lands and marsh lands contiguous to Kiawah Island, including those lands below mean high water and isolated lands above mean high water which are not specifically identified as Parcels in Exhibit 1.3 of this agreement, identified on Exhibit 16.1. On or before the expiration of the term of this Agreement, all such land identified in Exhibit 16.1, except as further set forth herein, shall be conveyed by the Property Owner by quit claim deed (for $1.00) to the KICA as additional Common Property subject to subpart (d) below.

The conveyance of all marshes and lowlands (as lie below mean high tide) shall be subject to a reservation in favor of Property Owner, its successors and assigns, across the property conveyed for access by walkways, docks, bridges, etc., to any highlands, hummocks or the like for active and passive recreational uses, and subject to all rights for dock usage under the Town's Key Location Ordinance, and subject to the right to grant a conservation easement to a qualified organization under 26 U.S.C. § 501(c)(3) in a form required by state or federal law before transfer to KICA. Property Owner shall also convey isolated lands above mean high water in the marsh that are not specifically identified as Parcels, by quit claim deed, to KICA by 2008, subject to all the same reservations, except for "undevelopable" highlands and isolated highlands as shown on Exh. 16.1 (KRA to provide description of undevelopable highland near or adjacent to developable highland). As for these "undevelopable" highlands and isolated highlands shown on Exh. 16.1 to be retained by Property Owner, Property Owner shall not be required to convey the same to KICA and may deed the same to purchasers; provided the deed imposes permanent restrictions that prevent all construction (provided that said restrictions shall not prohibit active or passive recreational uses, access, and recreational structures such as docks, bulkheads, walkways, and gazebos) on such "undevelopable" highlands.

(b) 10 Mile Strip of Beachfront Property:

It is understood and agreed that there is a strip of scenic dunes and high land owned primarily by the Property Owner (some of which is encumbered by the General Covenants, certain view and access easements and other agreements of record) which extends along the Kiawah Island beachfront for approximately 10 miles as generally depicted on Exhibit 16.2. This strip of high land varies in width, but often is 200' to 300' wide and is generally seaward of most

residential, resort, or commercial property lines. It generally comprises the area of land abutting most seaward platted residential Lot lines and the mean high water mark of the Atlantic Ocean.

The Property Owner hereby agrees that this strip of highland and dunes will, on or before January 1, 1996, be conveyed by quit claim deed to the KICA as Common Property, subject only to matters of record prior to the effective date of this Agreement and the right of the Property Owner and other nearby owners to enjoy ingress and egress, permitted boardwalks and gazebos, across same in appropriate locations to access the beach or for other lawful purposes. The conveyance shall be by deed at the Property Owner's election (for $1.00 consideration), and recorded in the Charleston County RMC office.

The protective ocean front building setback guidelines voluntarily imposed in the mid-1970's by the predecessors in title of the Property Owner as well as the Property Owner with respect to the ocean front dunes for the purposes of setting back residential building structures, shall be continued by the ARB respecting its regulation of usage and placement of such structures on ocean front Lots at Kiawah Island. The strict customs and usages of the ARB shall likewise be continued in regard to such house structure setbacks.

Property Owner hereby acknowledges that certain License/Access Agreement dated December 31, 1993, as set forth in Exh. 31.1 to be in full force and effect. Any covenants or deed reservations recorded prior or subsequent to the License Agreement by Property Owner and contrary thereto shall be deemed ineffective.

The emergency beach accesses identified in the License/Access Agreement shall not be obstructed in any manner inconsistent with the rights of the Town as set forth in the License/Access Agreement. The Town shall have the absolute right to access the beach at those emergency beach access points pursuant to the License/Access Agreement.

Property Owner further acknowledges that the Town shares concurrent jurisdiction with the South Carolina Coastal Council and federal agencies in accord with state and federal law, including the Town's jurisdiction and authority as set forth in Section 48-39-10, et. seq., of the South Carolina Code of Laws, 1976, as amended.

(c) Marshes:

The Property Owner will limit its use of the marshes in and surrounding Kiawah Island to only such uses as are allowed by Subpart 16.(a) herein, the

Town's Key Location Ordinance 91-1 as amended by Ordinance 92-1 (Exhibit 16.3, attached hereto), and other local, state or federal laws.

(d) Bear Island:

Bear Island (AKA Little Bear Island) is located at the far eastern end of Kiawah Island, and is partially contiguous to the 5th hole of The Ocean Course. [See Exhibit 16.4.] The Property Owner (i) agrees and commits to Bear Island being primarily devoted to passive recreational activities as herein provided and (ii) hereby agrees, subject only to the exceptions listed below, to convey same on or before January 1, 2016 to the KICA as additional Common Property under the Covenants.

Such conveyance (by quit claim deed) shall be subject to the right on the part of the Property Owner to use that portion of Bear Island identified on Exhibit 16.4 as needed to replace any of the holes of The Ocean Course as may in whole or part be damaged by any future storm, natural disaster, natural changes in either the channel or ocean front or dunes, or by any other causes. [For example, if the 5th or 6th holes were entirely destroyed by the creation of a new Stono inlet channel resulting from a hurricane, but portions of Bear Island remained that could be used to create a new, replacement golf hole, then, in such event, it is understood and agreed that such portions of Bear Island may, in the Property Owner's discretion, be so used, added to or made permanently available to the then owner of The Ocean Course property either before or after the year 2016. All consideration for such sale to the owner of The Ocean Course shall belong to the Property Owner, its successors and assigns.] Such portion of Bear Island as shown on Exhibit 16.4 that is subject to use for construction of destroyed holes of the Ocean Course shall not be available or used for an expansion of the Ocean Course, unless land is not available for reconstruction at the site of the Ocean Course.

In addition, of the approximately 207 highland acres estimated to comprise the northeast part of Bear Island, as shown on Exhibit 16.4, the Property Owner shall have the limited right to subdivide no more than 20% of such acres for construction of up to 18 small cottage sites and may convey the same as with other Kiawah lots, to 3rd parties; in addition the Property Owner, its successors and assigns, may erect limited active recreational facilities within the said 20% of such Bear Island acreage. (e.g., tennis facilities, par 3 golf hole, etc.) Private roads, maintained by the Property Owner or an association created by the Property Owner, its successors or assigns, shall be used to access these cottage sites.

A master plan for Bear Island shall be submitted by the Property Owner for Town approval prior to any activities being undertaken thereon. The Town shall not unreasonably withhold approval of any such master plan.

Except as provided above, Bear Island shall remain permanently in its natural state as habitat for animals and birds; provided, the Property Owner and/or Kiawah property owners and/or their invitees (under the auspices of and/or regulations and supervision of the KICA) may enter on to such natural areas of the Bear Island property for camping, nature viewing, wildlife expeditions, and other similar activities. Access for such purposes may have to be by boat.

(e) Ocean Course Perimeter Properties. There currently exists, surrounding The Ocean Course, approximately 96 acres of dunes, lagoons, wetlands, creeks, low lands, and other environmentally sensitive areas. The same shall, pursuant to the schematic plan attached as Exhibit 16.5, be made subject to a permanent restriction of the type to be approved by the Audubon Society of New York State or a similar 501(c)(3) entity designated by the Property Owner. The purpose of the restriction shall be to assure that environmentally sound practices are maintained at all times respecting use of such surrounding property; provided, however, that no such restriction shall supersede or replace the jurisdiction or authority of any governmental entity, including Town.

(f) Archeological Studies. Subject to the provisions of § 6-31-80, the Programmatic Agreement heretofore entered between the Property Owner and the State Department of Archives and certain other state and federal entities shall govern all matters dealing with archeology at Kiawah Island. A copy of such Agreement is attached as Exhibit 16.6: Programmatic Agreement.

(g) Captain Sam's Spit. The Property Owner commits to the permanent reservation of the tract of land known as Captain Sam's Spit, shown in Exhibit 16.2 as active and/or passive open space, nature study, or parks. Property Owner agrees to convey Captain Sam's Spit to KICA, by quit claim deed by January 1, 2008; provided, however, that Property Owner may convey the eastern half of the spit to Charleston County Park & Recreation Commission prior to January 1, 2008.

(h) Town's Wildlife Committee. The ad hoc Wildlife Committee that presently exists shall be abolished no later than January 1, 1995.

The Town may appoint a Wildlife Committee to be composed of ____ members, all of whom shall be appointed by Town Council.

The Wildlife Committee shall be funded primarily by the Town and shall be responsible for providing various wildlife services and maintenance, including

but not limited to turtle program, management of critical habitat areas, fisheries, etc.; provided however, that Town shall coordinate with all appropriate State and Federal agencies, Associations and the Kiawah Island Community Association and the Property Owner in carrying out its functions through the Wildlife Committee.

17. Historic Structure Preservation and Restoration. The Property Owner shall protect and preserve the historic Vanderhorst Mansion.

It is further agreed that Exhibit 17.1, Vanderhorst Development Plan, attached hereto, reflects a Development Plan for the overall Vanderhorst tract that is satisfactory to the Town respecting subdivision, architectural elements, infrastructure and other Development of this 6 acre tract.

It is further agreed that the plans heretofore approved by the State Archives Department, the Preservation Society of Charleston, the Historic Charleston Foundation and others as are included are likewise satisfactory to the Town and will be approved whenever presented by the Property Owner and/or others for all permitting, subdivision or other purposes.

All restoration expenses of the Vanderhorst Mansion as well as all road, water, sewer and any other infrastructure indicated on Exhibit 17.1 shall be the sole responsibility of the Property Owner or its successors in title, successors in interest or assigns.

18. Kiawah Island Community Association, Inc.

(a) Transition and Reserve Funds

(i) Property Owner Responsibility. Once the Initial Transition described in subsection (ii) occurs, Property Owner shall voluntarily forego exercising two of its votes under the circumstances described below. If, and only if, the "Type A" Directors do not all abide by the Dispute Resolution Procedures outlined herein on a particular issue, then Property Owner shall have the right to exercise all four of its votes on the particular issue in question and shall not be required to abide by such Dispute Resolution Procedures. This paragraph shall be construed so as to allow Property Owner to act, when necessary, so as to avoid a breach of this Agreement caused by the acts of third parties, not subject to control of the Property Owner.

(ii) Initial Transition. Starting March 1, 1996, there shall be Initial Transition by division of control of the board of KICA between the directors controlled by the Property Owner and the Type A Directors based on different KICA functions. This division of control shall be

implemented through a Weighted Vote System. Subject to the provisions of vi, infra, Property Owner shall continue to have the right to appoint four directors, the Type A owners three.

Under the Weighted Vote System, Property Owner shall continue to exercise all four of its votes solely on questions relating to landscaping, lakes and lagoon maintenance, and Facilities maintenance. Facilities maintenance shall not include expenditures from reserve funds; provided, however, that at the time of execution of this Agreement, $273,000 shall be escrowed from the reserve funds to resurface Governor's Drive if requested by the directors appointed by Property Owner. Resurfacing shall be completed by January 1, 1996, or said escrowed funds shall be taken out of escrow and returned to reserve funds.

With regard to the KICA board's decisions on the expenditure of the Major Repair and Replacement Fund (sometimes referred to as "reserve funds" or "reserves"), the directors appointed by the Property Owner shall have 3 votes and the Type A elected directors shall have 3 votes. During Final Transition, the expenditure of reserve funds shall be determined by voting where the vote of each Type A Director counts as 1/6 and the vote of the Property Owner appointed directors counts as 1.

On all issues (including, but not limited to, election of officers, beach parking and Rhett's Bluff Landing) other than landscaping, lakes and lagoon maintenance, Facilities maintenance, and expenditure of reserve funds, Property Owner shall only exercise two of its four votes, subject to the provisions of this Agreement pertaining to Dispute Resolution Procedures, reserve funds, and those decisions that require a dual majority under subsection v. A vote by three of the Type A Directors, with two other directors voting nay and the remaining two directors not voting or abstaining shall be deemed a majority vote. In the event that Roberts Rules of Order or any covenant requires four votes for any matter to be deemed to have a majority, then Property Owner agrees to record one vote with the majority under the Weighted Vote System. If this Agreement is terminated prior to the expiration of its term as established by § 21 of said Agreement, then Property Owner shall be entitled to appoint four directors and exercise its four director votes on all matters.

(iii) KICA Authority. Starting March 1, 1996, the board of the KICA shall make decisions related to the operation of KICA (e.g., security; continued access by KRA's guests, potential buyers, invitees, and licensees; easements (utilities, drainage, and access); landscaping;

Facilities maintenance; relationship with the Town; employee benefits; operation and staffing of the Property Owners' pool; replacement and acquisition of equipment; staffing; increases in annual assessments) pursuant to the Standards Manual, attached hereto as Exhibit 18.1, where applicable.

Said Standards Manual shall contain a provision stating that the board shall use its best efforts to add a minimum of $100,000 per year to the reserve funds, to be moved to said funds from the operating budget at the beginning of each fiscal year. Directors appointed by Property Owner shall not unreasonably withhold their approval of said annual addition to the reserve funds. The Standards Manual sets forth the existing standards as established by the historic operation, policies and practices of the KICA. The Standards Manual will be in effect for the duration of the Agreement, regardless of whether the Agreement is terminated before its expiration date. Access rights granted to Property Owner by the Standards Manual shall exist in perpetuity. The Standards Manual shall establish the pro rata allocation of funds within the KICA budget, based on past years' budgets, between functions over which Property Owner may exercise its four votes and those that the Type A Directors have majority control under the Weighted Vote System.

This Agreement shall not be understood as amending the KICA Covenants or changing rights thereunder. Except as expressly provided in this Agreement, the rights granted the Property Owner as the "Company" under the KICA Covenants are not intended to be lessened or abrogated, and any consensual relinquishment herein of rights provided to the Property Owner by the KICA Covenants shall not be deemed or construed to be permanent waivers of its rights under the KICA Covenants. The Property Owner voluntarily refrains from asserting certain rights under the KICA Covenants only so long as this Agreement is in effect and the Type A Directors abide by the dispute resolution procedures provided by this Agreement and the Standards Manual. On January 1, 2008, KRA will sign a permanent waiver of its right to appoint a majority of the KICA board, if board-control transition has not yet occurred under the KICA Covenants.

(iv) Dispute Resolution. A dispute resolution procedure shall be implemented through the Standards Manual that would allow members of the KICA board of directors to obtain the prompt resolution of disputes over whether a mandatory provision of the Standards Manual has been violated. The Dispute Resolution Procedure shall provide for

the implementation of the decision obtained within such period of time as specified in the Arbitration Order.

The dispute Resolution Procedure shall be by binding arbitration by a single arbitrator selected from the U.S. District Court's list of attorneys serving as mediators (if the parties cannot agree, then the name shall be blindly selected and that person shall act as the arbitrator unless both sides reject the name, in which event another name will be selected; provided, however, that the parties shall not reject more than 5 names). The decision of the arbitrator, by Arbitration Order, shall specifically state in writing the precise action to be taken (or not taken). The Arbitration Order shall be enforceable and may be confirmed as a judgment under S.C. Code § 15-48-120 (Cumm.Supp. 1992). The Parties agree to waive the requirement of the printed notice provision described in S.C. Code § 15-48-10(a) (Cumm.Supp. 1992).

(v) Dual Majorities Required. Dual majorities (i.e., a majority of the Type A Directors and a majority of the Property Owner appointed directors) shall be necessary:

(a) To hire and fire the administrator, provided Bob Cowan shall be designated as initial administrator at the time of execution of this Agreement.

(b) To hire and fire counsel, provided Trenholm Walker shall be designated as initial counsel at the time of the execution of this Agreement. If the legal representation of KICA involves a transaction or matter directly between Property Owner and KICA in which Property Owner and KICA have a conflict of interest or potential litigation between Property Owner and KICA, KICA shall, at KICA's cost, be represented in such transaction or matter by counsel selected per Exhibit 4 to the Standards Manual.

(c) To propose changes to the KICA Covenants.

(d) To relocate the KICA offices and/or maintenance/storage areas.

(e) To change the Standards Manual.

(f) To hire and fire the head of security, provided Bill Westberg shall be designated the head of security at the time of execution of this Agreement.

(vi) Interim Transition/Final Transition. Interim Transition shall occur on December 31, 2000, when Property Owner shall give up control over one of its current four director positions. Property Owner shall after Interim Transition appoint three directors on the KICA board until Final Transition shall occur on January 1, 2004, when Property Owner shall give up control over three of its current four director positions. Property Owner shall appoint one director on the KICA board thereafter. During Interim and after Final Transition, the Weighted Vote System shall not be used.

Upon Interim Transition, the Property Owner shall grant permission to the Type A Members to elect a fourth director who shall be deemed to be serving in one of the four directorships reserved to Property Owner under the KICA Covenants. Likewise, upon Final Transition, the Property Owner shall grant permission to the Type A Members to elect a fourth, fifth, and sixth director who shall be deemed to be serving in three of the four directorships reserved to Property Owner under the KICA Covenants. If and only if the Type A Directors do not abide by the Dispute Resolution Procedures herein on a particular issue after Interim or Final Transition, then Property Owner shall have the right to revoke its authorization of the one or three Type A Directors, respectively, deemed to be serving in the directorships reserved to Property Owner under the KICA Covenants and to appoint one or three directors, respectively, in their places, on the particular issue in question, and shall not be required to abide by such dispute resolution procedures.

(vii) Limits to KICA Board Member Authority. KICA board members shall not interfere with the day-to-day operation of the KICA staff. No individual board member shall have the separate authority to hire or fire, or otherwise separately supervise or direct the affairs of the KICA.

(viii) Extension of Covenants. Any agreement to submit any property west of the Main Gate located next to the General Store, except for Parcels 1, 2, 3, 4, 5, 6, 9, 10, 11, 12 and 13, (which may contain a residential structure of any type) to the KICA Covenants after the effective date of this Agreement shall require six out of seven director votes on a non-weighted basis.

(ix) Access. KICA shall grant access across private roads on the Common Properties to members of Private Clubs on Kiawah Island and their guests.

(x) KICA Officer Selection. The officers of the KICA shall be elected by the Weighted Vote System after Initial Transition and by majority vote after Interim Transition.

(xi) Property Owner Votes. Property Owner, during the term of this Agreement, agrees to abstain from casting any or all of its votes as a Type A Member and any proxies it may hold from other Type A Members for the election of Type A Directors.

(xii) Directors Approval Not Required. The provisions of this Agreement shall not require approval of the current Type A Directors as a condition precedent to the effectiveness of this Agreement.

(xiii) Severability. Notwithstanding any provision of this Agreement to the contrary including, but not limited to, ¶ 25, infra, the provisions of this ¶ 18(a) shall not be severable.

(b) The Security Gate. The Town and the Property Owner recognize and respect the fundamental importance and value of the Security Gate, private rights-of-way and private amenities to the Town, the Property Owner and the owners of property on Kiawah Island and to the enhancement and preservation of every property owner's land values. If a judicial challenge is brought seeking to make one or more of the roads on the island open to the general public and the challenging party prevails based, in whole or in substantial part, on the expenditure of public funds by the Town and/or an ordinance passed by the Town and/or other conduct or ownership of facilities of the Town, the Town agrees that it will immediately cease such expenditures, repeal such ordinance, and refrain from owning such facilities (as are inside the current first security gate) or continuing such conduct. This paragraph shall be subject to the provisions of § 6-31-80 and shall not be construed to prevent the performance or enforcement of the specific provisions of this Agreement.

19. **Hotel/Inn Zoning**. It is understood and agreed between the Town and the Property Owner that unlike other resort and residential communities, the Real Property is intended to be and shall remain free of a proliferation of hotels or inns. The Property Owner is agreeable to limiting the parcels available for such purposes to Parcels 12, 13, and 20 on Exhibit 19.1. All hotels or inns on the Real Property shall not exceed a total of 325 Hotel Guest Rooms and Support Space, provided that any support space floor area (as described in Section 1.(v)) in excess of 52,000 square feet shall be counted toward the 300,000 square feet gross cap on commercial square footage.

20. **Development Schedule for The Project.**

(a) Commencement date. The Project commenced in the mid-1970's, and has been ongoing since then.

(b) Interim completion date. The Property Owner projects that in the following years after the execution and adoption of this Agreement, the following percentages of the Undeveloped Lands within the Real Property will be developed:

YEAR	% COMPLETE
5	15
10	32
15	45
20	65
25	85
30	100

(c) Completion date. The Property Owner projects that by the year 2030 the Project should be complete (i.e., all recreational amenities erected, commercial structures built, and essentially all structures erected on building Lots and all necessary infrastructure in place). Nothing in this paragraph shall be interpreted to extend the term of this Agreement.

21. **Term of the Agreement.** This Agreement shall expire on January 1, 2008 (the "Termination Date"). Nothing in this Agreement shall be interpreted to preclude the Parties from extending the Termination Date by mutual agreement or from entering into subsequent development agreements.

22. **Amending or Canceling The Agreement.** Subject to the provisions of § 6-31-80, this Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties in writing or by their successors in interest and, in the case of the Property Owner, its successors in title who, by virtue of assignment or other instrument become the "Company" under the KICA Covenants.

If the Property Owner is a partner or shareholder in the entity that purchases the Ocean Course, whose legal description is attached as Exhibit 22.1, then the Town agrees to consent to add the Ocean Course to the Real Property by amendment to this Agreement (which consent shall not unreasonably be withheld). The Ocean Course shall be treated and designated as Parcel 45, as further set forth herein. Upon such acquisition, the partnership or other entity acquiring the Ocean Course shall immediately notify the Town Clerk in writing of the acquisition and the submittal of the Ocean Course for amendment of this Agreement; the acquiring partnership or other

entity shall, within 30 days notice from the Clerk, sign an addendum making it a signatory to this Agreement.

If the Property Owner is a partner or shareholder in an entity that purchases all or a portion of the acreage, whose legal description is attached as Exhibit 22.2 (now part of what is popularly called the Andell tract) for purposes of establishing a Kiawah Reception Center, then the Town, upon annexation complying with the provisions of § 6-31-110, agrees to consent to add the Reception Center acreage to the Real Property by amendment to this Agreement (which consent shall not be unreasonably withheld). The Reception Center tract shall be treated and designated as Parcel 50, as further set forth herein. Upon such acquisition, the partnership or other entity acquiring the Reception Center tract shall immediately notify the Town Clerk in writing of the acquisition and the submittal of the Reception Center tract for amendment of this Agreement; the acquiring partnership or other entity shall sign an addendum making it a signatory to this Agreement upon 30 days notice from the Clerk.

Any amendment to this Agreement shall comply with the provisions of § 6-31-10 et seq. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. The Town and the Property Owner agree to cooperate in accomplishing the annexation of the Reception Center tract into the Town. Upon annexation, the Reception Center tract shall be subject to this Agreement and designated as Parcel 50. A major modification of this Agreement shall occur only after public notice and a public hearing by the Town.

23. **Modifying Or Suspending The Agreement**. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the such state or federal laws or regulations.

24. **Periodic Review**. The Zoning Administrator of the Town, or, if the Town has no Zoning Administrator, an appropriate officer of the Town, shall review the Project and this Agreement at least every twelve months, at which time the Property Owner shall demonstrate good faith compliance with the terms of this Agreement.

If, as a result of its periodic review, the Town finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the Town shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a reasonable time in which to cure the material breach.

If the Property Owner fails to cure any material breach within the time given, then the Town unilaterally may terminate or modify this Agreement; provided, that the Town has first given the Property Owner the opportunity: (1) to rebut the Town's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the Town with respect to the findings and determinations.

25. **Severability**. Subject to the provisions of § 6-31-150 and of ¶ 18(a), supra, if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

26. **Merger**. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for the respective rights, benefits and burdens undertaken by the Parties, the Property Owner shall be, and is hereby, relieved of obligations imposed by PDD1a, including but not limited to obligations relating to providing an elementary school site, except those which may be specifically carried forward herein.

The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action.

27. **Conflicts of law**. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

28. **Remedies**. Each Party recognizes that the other Party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any nonbreaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, that Property Owner shall not forfeit its right to just compensation for any violation by Town of Property Owner's Fifth Amendment rights. The Town will look solely to the Property Owner as to any rights it may have against the Property Owner under this Agreement, and hereby waives any right to assert claims against limited partners of the Property Owner, and further agrees that no limited partner or agent of the Property Owner has any personal liability under this Agreement. Likewise, Property Owner agrees to look solely to the Town's assets as to any rights it may have against the Town under this Agreement, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the Town, its Town Councilmembers, agencies, boards, or commissions.

29. **Recording**. Within fourteen days after execution of this Agreement, the Property Owner shall record the agreement with the Charleston County Register of Mesne Conveyance. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

30. **Third Parties**. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or Successors and Assigns to this Agreement.

31. **Conveyances**. All conveyances or transfers of any portion of the Real Property to the Town or KICA, except for the "exchange" described in Section 16.(b) of this Agreement, are to be by quit claim deed and for nominal consideration not to exceed one dollar ($1.00). Except as provided in § 16(d) herein, all conveyances shall be tendered by the Property Owner so as to close during the duration of this Agreement; and, such conveyances shall preserve the Town's rights of beach access existing on the date of execution of the License Agreement dated December 31, 1993, attached hereto as Exhibit 31.1. All improvements prior to conveyance shall be at the Property Owner's expense. The Property Owner hereby freely consents to such conveyances and waives any challenges it may otherwise have to the validity of said conveyances (as exactions or otherwise). Property Owner further agrees to waive any challenges to Town ordinances (regardless of when enacted) passed so as to limit Property Owner's use of Real Property to be conveyed to the Town or KICA (or some 501(c)(3) organization) in order to protect and preserve the purposes of the conveyances. Such waiver shall include, but not be limited to all state laws and local zoning and subdivision regulations prohibiting all development of any portion of the Real Property so conveyed, it being agreed to by the Property Owner that said restrictions do not restrict the totality of the Real Property and that the same are reasonable restrictions in time, place and manner.

The conveyances required herein shall be in accord with Exhibits 14.2, 15.1a, 15.11, and 16.7 hereto.

Notwithstanding the foregoing, the Property Owner shall be entitled to grant easements, access, and recreational uses for the properties to be conveyed, consistent with and not prohibited by Sections 14, 15, 16, and 33(b)(iii) herein.

32. **Town Determinations Relating to the Project**.

Approval of Agreement. The Town Council has approved the Project under the process set forth in ¶ 6-31-50 of the Act and the Development Agreement procedures set forth in Paragraph _____ of the Ordinance on the terms and conditions set forth in this Development Agreement.

33. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Real Property shall be responsible for performance of Property Owner's obligations hereunder as to the portion of the Real Property so transferred. In addition, unless the Town gives its written consent (which consent shall be deemed given if the Town does not respond after thirty (30) days written notice and which consent shall not be unreasonably withheld) to transfer or assignment, Property Owner shall remain jointly and severally liable to Town under this Agreement. The Town's determination whether to give its written consent shall be based on the ability of the purchaser/transferee to perform the obligations of this Agreement associated with the tract transferred. Such written consent will not be unreasonably withheld if such ability is demonstrated.

This paragraph shall not be construed to prevent Property Owner from obtaining indemnification of liability to the Town from third parties. Further, Property Owner shall not be required to notify the Town or obtain the Town's consent with regard to the sale of Lots in single family residential subdivisions or Lots in commercial areas which have been platted and approved in accordance with the terms of this Agreement. Property Owner shall be released from obligations as to sale of individual Lots in single family subdivisions and individual pad sites in commercial areas.

This Agreement shall also be binding on the Town and all future Town Councils for the duration of this Agreement, even if the Town Council members and/or mayor change.

(b) Transfer of Project. Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following exceptions:

(i) Notice of Property Transfer. If the Property Owner intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes the "Company" under and within the meaning of the KICA Covenants, Property Owner shall notify the Town by thirty days prior written notice and provide it a copy of the assignment of such status as the "Company."

(ii) Transfer of Facility and Service Obligations. If the Property Owner transfers any portion of the Real Property on which the Property Owner is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and

which are site-specific to the portion of the Real Property conveyed, then the Property Owner shall be required to obtain a written agreement from the purchaser expressly assuming all such separate responsibilities and obligations with regard to the parcel conveyed and the Property Owner shall provide a copy of such agreement to the Town.

(iii) Transfer of Property Committed to Transfer to Third Parties. Property Owner shall not be entitled to transfer to third parties Real Property which Property Owner is required to transfer to KICA, Town or other third parties by reason of the terms of this Agreement. Notwithstanding the foregoing, the Property Owner shall be entitled to grant easements, access, and recreational uses for the properties to be conveyed, consistent with and not prohibited by Sections 14, 15, 16, and 33(b)(iii) herein.

(iv) Assignment of Development Rights. Any and all conveyances of any portion of the Real Property subject to the "cap" set forth in § 13.B.1.(b)(ii) herein shall, by contract and covenant running with the land, assign a precise number of Vested Units, commercial square footage, and Hotel Rooms and Support Space (in reduction of the 1,974 Vested Units, 300,000 non-residential square footage, 325 Hotel Guest Rooms, and 52,000 sq.ft. Support Space referred to in ¶ 1(v), 13.B.1.(b), 13.B.2.(b), 13.C.2.(b), and 19 hereof).

(v) Mortgage Lenders. Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this ¶ 33(b) shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Real Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Real Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to the Property Owner in accordance with ¶ 6 hereof.

(c) Release of Property Owner. In the event of consent by Town to the sale or other conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of the Real Property so transferred, and the transferee shall be substituted as the Property

Owner under the Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate. Upon request in writing from an assignee or the Property Owner to the Town sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the Town will provide a certificate in recordable form that solely with respect to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The Town will respond to such a request within ninety (90) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The certificate issued by the Town will be binding on the Town in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action to enforce compliance with this Agreement may be brought against the Property Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property except as otherwise described in the Certificate.

If the Town does not respond to such request within ninety (90) days of the time of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by the Property Owner, including a copy of the request and the notice of receipt and it shall be binding on the Town as of its date. Such notice shall have the same effect as a Certificate issued by the Town under this ¶ 33.(d).

34. **General Terms and Conditions**.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit 4.1 hereto and shown on Exhibits 1.1 and 1.3 attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the

adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) Mutual Releases. At the time of, and subject to, (a) the expiration of any applicable appeal period with respect to the approval of this Agreement without any appeal having been filed or (b) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, Property Owner, on behalf of itself and Property Owner's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the Town and the Town's council members, officials, employees, agents, attorneys and consultants, and the Town, on behalf of itself and the Town's council members, officials, employees, agents, attorneys and consultants, hereby releases Property Owner and Property Owner's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the Real Property or the application, processing or approval of the Project; provided, however, that each party shall not be released from its continuing obligation to comply with law, including Town's Land Development Regulations, as amended.

(d) State and Federal Law. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

(e) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Town Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the Town by making any promise or representation not contained herein. Any amendments are subject to § 22 herein.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(g) Attorneys Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, the prevailing Party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

(h) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the Town:

Mayor of Kiawah Island
Town Hall
7A Beachwalker Office Park
Johns Island, SC 29455

With copies to:

Planning Director
2 Courthouse Square
Charleston, SC 29401

Dennis J. Rhoad, Esq.
127 1/2 King Street
Charleston, SC 29402

To the Property Owner:

Charles S. Way, Jr.
Chairman of the Board
Kiawah Resort Associates, L.P.
200 Meeting Street, Suite 401
P.O. Box 242
Charleston, South Carolina 29402

Leonard L. Long, Jr.
Managing Director
Kiawah Resort Associates, L.P.
92 Broad Street
P.O. Box 419
Charleston, SC 29402

With Copies to:

G. Trenholm Walker, Esq.
Wise & Cole, P.A.
151 Meeting Street, Suite 200
P.O. Drawer O
Charleston, S.C. 29402

(i) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

(j) Survival of Property Owner's Obligations. Notwithstanding any provision of this Agreement, or of law to the contrary and as a partial consideration for the parties entering into this Agreement, the Parties agree that Property Owner is obligated to provide to the Town and/or KICA the following enumerated extraordinary and significant benefits even if the Property Owner cancels, rescinds, repudiates, refuses, revokes, or in any manner terminates or attempts to terminate this Agreement:

(i) Dedication of the conservation open space and Captain Sam's Spit as set forth in ¶ 16(b) and (h) of this Agreement;

(ii) Construction of Facilities covered by a recorded plat;

(iii) Conveyance of Rhett's Bluff Landing;

(iv) Conveyance of marshes and lowlands;

(v) Conveyance of Bear Island to the KICA, exclusive of those portions that may have previously been developed pursuant to this Agreement. However, such conveyance after the expiration or termination of this Agreement shall still be subject to reservation of the quit claim deed that makes portions of Bear Island available for replacement holes on the Ocean Course if existing holes are destroyed by natural disasters,

etc., mentioned in ¶ 16(d), and the Property Owner's right to receive the proceeds from any such conveyance to the owner of The Ocean Course and further subject to the reservation of title by Property Owner to no more than 20% of the approximately 208 highland acres on the northeast part of Bear Island that may be subdivided and developed per ¶ 16(d) herein.

Additionally, in the event this Agreement is terminated as a result of an uncured material breach by the Property Owner, as finally determined at the conclusion of all available legal appeals, the following additional performances shall survive:

(i) All conveyances to KICA as set forth in Exhibit 16.7; and

(ii) The provisions of § 18 herein, titled Kiawah Island Community Association, Inc.

IN WITNESS WHEREOF this Agreement has been executed by the Parties on the day and year first above written.

TOWN OF KIAWAH ISLAND (Town)

By: _____ (Seal)
Mary D. Melvin, Mayor

Attest: _____
Annice P. Delamere, Clerk of Council

(Property Owner)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named TOWN OF KIAWAH ISLAND, by Mary D. Melvin, its Mayor, and Annice P. Delamere, its Clerk of Council, sign and seal the within written DEVELOPMENT AGREEMENT, and as the act and deed of TOWN OF KIAWAH ISLAND deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
26th day of September, 1994.

Notary Public for South Carolina

My Commission Expires: 2/16/98

63

KIAWAH RESORT ASSOCIATES, L.P.
(Property Owner) (seal)
BY: D&W Investments, Inc.
Its General Partner

By: _____
Charles S. Way, Jr.
Its: President

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named KIAWAH RESORT ASSOCIATES, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President, and by Betty R. Crow, its Secretary, sign and seal the within written DEVELOPMENT AGREEMENT, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this

26th day of September, 1994.

Notary Public for South Carolina

My Commission Expires: 2/15/98

64

BK J 248PG071

BEACHWALKER PARTNERS, L.P. (seal)
BY: D&W Investments, Inc.
Its General Partner

By: _____
Charles S. Way, Jr.
Its: President

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named BEACHWALKER PARTNERS, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President, and by Betty R. Crow, its Secretary, sign and seal the within written DEVELOPMENT AGREEMENT, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this

26th day of September, 1994.

Notary Public for South Carolina

My Commission Expires: 2/10/98

65

KIAWAH ISLAND UTILITY, INC. (seal)

By: _____
Charles S. Way, Jr.
Its: Chairman of the Board

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named KIAWAH ISLAND UTILITY, INC., by Charles S. Way, Jr., its Chairman of the Board, and by Betty R. Crow, its Secretary, sign and seal the within written DEVELOPMENT AGREEMENT, and as the act and deed of KIAWAH ISLAND UTILITY, INC. deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this

26th day of September, 1994.

Notary Public for South Carolina

My Commission Expires: 2/16/98

WITNESSES:

EARLE E. LONG TRUST

By: _____
Leonard L. Long, Jr.
Trustee

67

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named EARLE E. LONG TRUST, by Leonard L. Long, Jr., its Trustee, sign and seal the within written DEVELOPMENT AGREEMENT, and as the act and deed of EARLE E. LONG TRUST deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this

16th day of September, 1994.

Notary Public for South Carolina

My Commission Expires: 11/28/00

THE BEACH COMPANY (seal)

By: _____
Charles S. Way, Jr.
Its: President

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named THE BEACH COMPANY, by Charles S. Way, Jr., its President, and by Betty R. Crow, its Secretary, sign and seal the within written DEVELOPMENT AGREEMENT, and as the act and deed of THE BEACH COMPANY deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
26th day of September, 1994.

Notary Public for South Carolina

My Commission Expires: 2/10/03

WITNESSES:

DIECI, INC.

By: _____
Charles P. Darby, III
Vice President

By: _____
Lisa C. Bryant
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named DIECI, INC., by Charles P. Darby, III, its Vice President, and by Lisa C. Bryant, its Secretary, sign and seal the within written DEVELOPMENT AGREEMENT, and as the act and deed of DIECI, INC. deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Martha J. Smith

SWORN to before me this

26th day of September, 1994.

Katherine M Brown
Notary Public for South Carolina

My Commission Expires: 12/22/01

71

BK H 295PG 105

STATE OF SOUTH CAROLINA	)	ASSIGNMENT AND
	)	ASSUMPTION AGREEMENT
COUNTY OF CHARLESTON	)	(DEVELOPMENT AGREEMENT)

WHEREAS, Kiawah Real Estate Company, Kiawah Island Inn Company, Night Heron Park Company and The Ocean Course Golf Club Ltd. (hereinafter the "Purchasers"), have entered a Purchase Agreement dated September 25, 1997 with Kiawah Resort Associates, L.P. ("KRA") for the purchase and sale of real properties on Kiawah Island (among others) that include Mingo Point, the Strawmarket, the Heron Park Grille, an approximately 3.1 acre front-beach tract at East Beach, Willet Island, and a small tract west of the Ocean Course maintenance building (collectively the "Conveyed Parcels"); and

WHEREAS, the Conveyed Parcels as well as other real property to be sold and purchased on Kiawah Island are covered and subject to a Development Agreement by and between KRA and the Town of Kiawah Island recorded at BK J 248 PG 001 in the RMC Office for Charleston County (the "Development Agreement"), as amended; and

WHEREAS, Section 33 of the Development Agreement authorizes the transfer and assignment of rights and interests under the Development Agreement with respect to tracts or parcels subject to the Development Agreement that are sold by KRA to third parties;

NOW THEREFORE, in return for the consideration set forth in the Purchase Agreement and the further mutual promises and valuable consideration set forth herein, KRA and the Purchaser agree this 26th day of November, 1997 as follows:

1. All terms and conditions of the Purchase Agreement remain in effect and are not altered by this agreement.

2. In accord with Section 33 of the Development Agreement, KRA hereby assigns to Purchaser KRA's rights and interests under the Development Agreement solely as to the real property on Kiawah Island conveyed by KRA to the Purchaser under the Purchase Agreement. In accord with Section 33(b)(iv), KRA hereby assigns and allocates to the following tracts the following vested units, commercial square footage, and hotel rooms and support space (as those terms and classifications are used in the Development Agreement);

Residential Dwelling Units:

Willet Island (part of Parcel 43)[1]	20
3.1 Acre East Beach (Parcel 20)	37
Mingo Point (Parcel 1)	46
Tract adjacent to Ocean Course maintenance (part of Parcel 43)	3

[1] The Parcel number refers to the numbers and classifications set forth in the Development Agreement, particularly Exhibit 13.2 thereto.

Commercial Square Footage:

Mingo Point (Parcel 1) Strawmarket (Parcel 14) Heron Park Grille (Parcel 19)	Total of 66,000 sq. ft. for all these parcels combined, including present use

Hotel Rooms and Support Space:

3.1 acre East Beach (Parcel 20)	32 Rooms 5,200 sq. ft. Support Space

3. KRA makes this allocation and assignment of dwelling units, commercial square footage and hotel rooms and support space, solely for the purpose of computing the allowable development caps under the Development Agreement for these Parcels. This allocation and assignment are not a warranty or representation that, in fact, this quantity of development can be accomplished on the parcels involved, and Purchaser acknowledges that KRA disclaims any such representation. Purchaser further acknowledges and agrees that, as to the properties conveyed to it, Purchaser has full responsibility for compliance with all the applicable terms of the Development Agreement, all municipal, state and federal laws, all covenants, and any other requirements necessary to accomplish the development and uses Purchaser may attempt, and that KRA has no responsibility whatsoever for this compliance. KRA, however, does warrant that the amount of dwelling units, commercial square footage, and hotel rooms and support space for the particular parcels in the above table is available and has not been exhausted under the caps of the Development Agreement.

4. The Purchaser agrees that it assumes the responsibility to the Town of Kiawah as to the Conveyed Parcels for the installation of roads, water and sewer utilities, and any other facilities to be situated on the parcels conveyed that are required under the Development Agreement for their development.

WITNESSES:

KIAWAH RESORT ASSOCIATES, L.P., a
Delaware Limited Partnership (SEAL)

By: D&W Investments, Inc.,
a S.C. Corporation (Corp. Seal)
211 King Street, Suite 300
Charleston, S.C. 29401
Its: General Partner

By: _____
Charles P. Darby, III
Its: President
As to the Seller

KIAWAH ISLAND INN COMPANY, a South Carolina Corporation

Sherry A. Stubbs
Cheryle K. Toy

By: _____
Beverley W. Armstrong
Its: President
As to the Purchasers

THE OCEAN COURSE GOLF CLUB LTD., a Virginia Corporation

Sherry A. Stubbs
Cheryle K. Toy

By: _____
Beverley W. Armstrong
Its: President
As to the Purchasers

NIGHT HERON PARK COMPANY, a South Carolina Corporation

Sherry A. Stubbs
Cheryle K. Toy

By: _____
Beverley W. Armstrong
Its: President
As to the Purchasers

KIAWAH REAL ESTATE COMPANY, a South Carolina Corporation

Sherry A. Stubbs
Cheryle K Toy

By: _____
Beverley W. Armstrong
Its: President
As to the Purchasers

BK H 295PG 108

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, being duly sworn deposes and says that (s)he saw the within named KIAWAH RESORT ASSOCIATES, L.P., by D&W INVESTMENTS, INC., a South Carolina corporation, its General Partner, by Charles P. Darby, III, its President, sign, seal and as the act and deed of the limited partnership, deliver the within written ASSIGNMENT AND ASSUMPTION AGREEMENT (DEVELOPMENT AGREEMENT) and that (s)he with the other witness subscribed above witnessed the execution thereof.

Matthew J. Nolan

SWORN to before me this

14th day of November, 1997

Elizabeth G. Simmons
Notary Public for South Carolina

My Commission Expires: 3/12/2001

STATE OF ~~SOUTH CAROLINA~~ Virginia)
) PROBATE
~~COUNTY~~ City OF ~~CHARLESTON~~ Richmond)

PERSONALLY appeared before me the undersigned witness who, being duly sworn deposes and says that (s)he saw the within named KIAWAH ISLAND INN COMPANY, a South Carolina corporation, THE OCEAN COURSE GOLF CLUB LTD., a Virginia corporation, NIGHT HERON PARK COMPANY, a South Carolina corporation, and KIAWAH REAL ESTATE COMPANY, a South Carolina corporation, by Beverley W. Armstrong, its President, sign, seal and as the act and deed of the corporations, deliver the within written ASSIGNMENT AND ASSUMPTION AGREEMENT (DEVELOPMENT AGREEMENT) and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sherry A. Stubbs

SWORN to before me this

11th day of December, 1997

Cheryl K. Toy
Notary Public for ~~South Carolina~~ Virginia

My Commission Expires: 5/31/99

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Warren & Sinkler
Post Office Box 1254
Charleston, SC 29402

BK H 295 PG 109

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

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BK L 27180790

FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT
KIAWAH RESORT ASSOCIATES, L.P. AND
THE TOWN OF KIAWAH ISLAND

WHEREAS, the Town of Kiawah Island (the "Town") and Kiawah Resort Associates, L.P. ("Property Owner"), respectively referred to as Property Owner and Town, entered a Development Agreement effective September 26, 1994 (the "Agreement") (recorded in the RMC Office for Charleston County at Book J248, Page 001); and

WHEREAS, the Town and the Property Owner desire to amend the Agreement in accord with § 22 of the Agreement;

NOW, THEREFORE, in return for the mutual promises and other valuable consideration herein, the Town and Property Owner agree to amend the Agreement as follows:

1. The setbacks shown on Exhibit A hereto shall be considered as added to Exhibit 13.11. In the event of a conflict between a setback set forth in Exhibit A hereto and original Exhibit 13.11, the setback set forth in Exhibit A hereto shall control.

2. Exhibit 13.10 shall be changed so that the height of the antenna listed as 85' in original 13.10 shall be changed to, and considered, 160'.

3. Exhibit B hereto, illustrating the Sora Rail Road Maintenance Tract to be conveyed to the Kiawah Island Community Association, Inc. shall be substituted as Exhibit 15.9 to the Agreement.

4. Paragraph 10(d)(i) shall bo amended so as to add the following sentence at the end of the paragraph: "Property Owner shall not be subject to any changes in the Town's Road Code or Subdivision Regulations made after the effective date of the

BK L 271P6791

Development Agreement. This exclusion is subject to the provisions set forth in Paragraph 10(a) herein."

All other terms, conditions, and provisions of the Agreement shall remain in full force and effect. The amendments set forth herein shall be effective as of September 26, 1994.

IN WITNESS WHEREOF, this Amendment to the Agreement has been executed by the Parties on the dates shown below.

TOWN OF KIAWAH ISLAND (Town)

Amy Brunson

Ralph A. Magnotti
By: Ralph A. Magnotti, Mayor

Rita Moran
Attest: Rita Moran,
Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named TOWN OF KIAWAH ISLAND, by Ralph A. Magnotti, its Mayor, and Rita Moran, its clerk of Council, sign and seal the within written AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of TOWN OF KIAWAH ISLAND deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Amy Brunson

SWORN to before me this 19th day of December, 1995.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 2/10/98

BK L 271PG792

KIAWAH RESORT ASSOCIATES, L.P.
(Property Owner) (seal)
BY: D&W Investments, Inc.
Its General Partner

Martha J. Smith

By: Charles S. Way, Jr.,
Its: President

A. Trenholm Walker

By: Betty R. Crow,
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named KIAWAH RESORT ASSOCIATES, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles W. Way, Jr., its President, and by Betty R. Crow, its Secretary, sign and seal the within written AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of TOWN OF KIAWAH ISLAND deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Martha J. Smith

SWORN to before me this 18th day of December, 1995.

A. Trenholm Walker
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4/23/03

EXHIBIT A

BK L 271PG793

KIAWAH ISLAND
PROPERTY SETBACKS

AUGUSTA NATIONAL

Lot	Front	Side	Rear
159	25 (Augusta Nat.)	15 (Lot 235) 15 (lots 158, 160)	20 (lagoon) 30 (golf)
160	25 (Augusta Nat.)	15 (lot 159) 15 (lot 158)	20 (lot 159)

BK L 271 PG 794

BITTERN COURT

Lot	Front	Side	Rear
79	25 (Bittern)	15 (lot 78) 15 (lot 81)	30 (lagoon)
81	25 (Bittern)	15 (lot 79) 15 (lot 82)	30 (lagoon)
82	25 (Bittern)	15 (lot 81) 15 (lot 83)	30 (lagoon)
83	25 (Bittern)	15 (lot 82) 15 (lot 84)	30 (lagoon)
84	25 (Bittern)	15 (lot 83) 15 (lot 85)	30 (lagoon)

RM

GREENSWARD ROAD

Lot	Front	Side	Rear
15	25 (Greensward)	20 (golf) 15 (lot 16)	30 (golf)
16	25 (Greensward)	15 (lot 16) 15 (lot 17)	30 (golf)
17	25 (Greensward)	15 (lot 16) 15 (lot 18)	30 (golf)
18	25 (Greensward)	15 (lot 17) 15 (lot 19)	30 (golf)
19	25 (Greensward)	15 (lot 18) 15 (lot 20)	30 (golf)
20	25 (Greensward)	15 (lot 19) 15 (lot 21)	20 (lot 21)
21	25 (Greensward)	15 (lot 20) 15 (lot 22)	30 (golf/lagoon)
22	25 (Greensward)	15 (lot 21) 15 (lot 23)	30 (lagoon)
23	25 (Greensward)	15 (lot 22) 20 (open space)	15 (lot 22) 30 (lagoon)

BK.L 271 PG 796

OCEAN GREEN DRIVE

Lot	Front	Side	Rear
23	15 (Ocean Green)	15 (lots 24, 25, 26) 15 (lot 22)	30 (golf)

BK L 271 PG 797

SALT MEADOW COVE

Lot	Front	Side	Rear
286	25 (Salt Meadow)	25 (Sea Marsh) 15 (lot 285Woodcock Ct)	15 (lot 287) (open space)

BK L 271 PG 798

SUMMER TANAGER

Lot	Front	Side	Rear
275	25 (Summer Tanager)	15 (lot 276)	25 (K. I. Pkwy.)
276	25 (Summer Tanager)	25 (See Marsh) 15 (lot 275)	25 (K. I. Pkwy.)

BK L 271PG799

SURFSCOTER

Lot	Front	Side	Rear
3	25 (Surfscoter)	15 (lot 2) 15 (lots 2 and 4 Eugenia)	40 (abandoned str)
105-111	25 (Surfscoter)	3 (r. side w/wall) 7 (l. side)	10 (lagoon)
112-118	25 (Surfscoter)	3 (r. side w/wall) 7 (l. side)	10 (open space)
119	25 (Surfscoter)	3 (r. side w/wall) 7 (lot 118)	10 (open space)

BCC
Rm

SURFSONG ROAD

Lot	Front	Side	Rear
300	25 (Surfsong)	15 (lot 301)	30 (golf)
301	25 (Surfsong)	15 (lot 302) 15 (lot 300)	30 (golf)
302	25 (Surfsong)	15 (lot 303) 15 (lot 301	30 (golf)
303	25 (Surfsong)	15 (lot 304) 15 (lot 302)	30 (golf)
304	25 (Surfsong)	15 (lot 305) 15 (lot 302)	30 (golf)
305	25 (Surfsong)	15 (lot 306) 15 (lot 304)	30 (golf)
306	25 (Surfsong) 25 (Ocean Green)	30 (golf) 15 (lot 305)	30 (golf)
342	25 (Surfsong)	20 (lot 343) 15 (beach access)	15 (lot 343)
343	15 (lot 342))	15 (lot 344) 25 (lot 342)	(see plat)
344	15 (lot 345)	25 (lot 345) 15 (lot 343)	(see plat)
345	25 (Surfsong)	15 (lot 24) 20 (lot 344)	15 (lot 344)

BK L 2718PG801

WOODCOCK COURT

Lot	Front	Side	Rear
281	25 (WoodcockCt)	15 (lot 282) 25 (Salt Meadow)	30 (open space)
282	25 (WoodcockCt)	15 (lot 281) 15 (lot 283)	30 (open space)
283	25 (Woodcock Ct)	15 (lot 282) 15 (lot 284)	30 (open space)
284	25 (Woodcock Ct)	15 (lot 283) 20 (open space) 15 (lot 285)	30 (open space)
285	25 (Woodcock Ct)	25 (SaltMeadow) 15 (lot 284)	30 (open space) 15 (lot 286 Salt Meadow)

RM

Lot	Front	Side	Rear
157	25 (Augusta Nat.)	15	20 (lot 158) 30 (lagoon)
158	20 (lot 157)	15 (lots 160,159)	30 (golf)

AVOCET LN (On Approved Plat)

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

BELTED KINGFISHER RD

Lot	Front	Side	Rear
182	25 (Belted King.)	25 (Yellowthroat) 15 (lot 183)	30 (golf)
183-187	25 (Belted King.)	15	30 (golf)
188	25 (Belted King.)	15 (lot 187) 25 (Sanderling Ct) 15 (lot 189)	30 (golf)
189-199			

7

RM

BURROUGHS HALL

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

FISH HAWK LN

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

FLETCHER HALL

Lot	Front	Side	Rear
56	25	15(lot 57) 30(Gov. drive)	20(open space)
57	25	15	20(open space)

Lot	Front	Side	Rear
58	25	15(lot 57,59) 20(open space)	30
59	25	15	30
60	25	15	30
61-64	25	15	30
65	25	15	20
66	25	15(lot 65) 30(Utility easement)	30
67-72	25	15	30

FLYWAY DRIVE

Lot	Front	Side	Rear
18-21	25 (Flyway)	15	30 (lagoon)
100-190	see plat		

FORESTAY COURT

Lot	Front	Side	Rear
66	25 (Forestay)	25 (Flyway) 15 (lot 67)	20 (lot 65)
67-68	25 (Forestay)	15 (lots)	20 (lots)

OCEAN GREEN PHASE I.

Lot	Front	Side	Rear
1-11	25(Ocean Green)	5	30
24-25	25(Ocean Green)	5	20
26	25(Ocean Green)	5	30

OLD DOCK RD

Lot	Front	Side	Rear
487	25 (Old Dock)	25 (Old Dock) 15 (lot 488)	25 (Sea Marsh)
488	25 (Old Dock) 20 (lot 489)	15	25 (Sea Marsh)
489	25 (Old Dock) 20 (lots 488,260)	15	30 (marsh)
490	25 (Old Dock) 20 (lot 489)	15	30 (marsh)
491-497	25 (Old Dock)	15	30 (marsh)
498	25 (Old Dock) 20 (lot 499)	15	30 (marsh)
499	20 (lot 500)	15 (lot 498) 30 (marsh)	30 (marsh)
500	20 (lot 499)	15 (lot 501) 30 (marsh)	20 (lot 512)

PERSIMMON COURT

Lot	Front	Side	Rear
62	Governor's Drive		
63	25	15(lot 62)	15(lot 64)
64	25	30(SCCCL) 15(lot 58) 15(lot 59) 15(iot 63)	15(lot 61)
65	25	15(lot 66) 30(SCCCL)	30(SCCCL)
66	25	15	30
67	25	15	30
68	25	15	30
69	25	15	30
70	25	15	15
71	Governor's Drive		

PIPING PLOVER

Lot	Front	Side	Rear
586	25 (Piping Plover)	20 (lot 587) 25 (Bufflehead)	30 (golf
587-592	25 (Piping Plover)	20	30 (golf)
593	25 (Piping Plover)	20 (lot 592,233) 20 (lot 594)	30 (golf)
594	25 (Piping Plover)	20 (lot 595,234) 20 (lot 593)	30 (golf)

SALTGRASS COURT

Lot	Front	Side	Rear
244	25	15	15(Open Space)
245	25	15(lot 246)(lot 244) 15(Open Space)	30(SCCCL)
246	25	15	30(SCCCL)
247	25	15	30(SCCCL)
248	25	15(lot 251)(lot 247) 15(open space)	30(SCCCL)

SALT MEADOW COVE

Lot	Front	Side	Rear
277	25 (Salt Meadow)	15 (lot 278) 25 (Sea Marsh)	25 (K.I. Pkwy)
278-280	25 (Salt Meadow)	15	25 (K.I. Pkwy)

Patio Lots

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

93	20 (lot 92)	15 (lot 94) 15 (beach access)	20 (lot 96)
94	25 (Jackstay)	25 (Jackstay) 15 (lot 93)	20 (lot 95)
95	25 (Jackstay)	25 (Jackstay) 15 (lot 96)	20 (lot 94)
96	20 (lot 97)	15 (lot 95) 15 (beach access) 15 (lots 98,99)	20 (lot 93)
97	20 (lot 96)	15 (beach access) 15 (lot 99)	25 (Flyway)
98	25 (Jackstay)	25 (Jackstay)	20 (lot 97)
99	25 (Jackstay)	25 (Flyway) 15 (lot 98)	20 (lot 97)

KILL-DEE COURT

Lot	Front	Side	Rear
225	Fish Hawk Lane		
226	25	20	20
227	25	20(lot 228)(lot 226) 20(lot 257)	30
228	25	20	30

28	25 (Marsh Edge Ln)	15 (lot 17) 20 (open space) 30 (marsh)	20 (open space)
29	25 (Marsh Edge Ln)	30 (marsh) 15 (lot 30)	30 (marsh)
30-35	25 (Marsh Edge Ln)	15	30 (marsh)
36	25 (Marsh Edge Ln)	15 (lot 35) 30 (marsh)	30 (marsh)
37	25 (Marsh Edge Ln)	30 (marsh)	30 (marsh)
38	25 (Marsh Edge Ln)	30 (marsh) 15 (lot 39) 20 (open space)	30 (marsh)
39	25 (Marsh Edge Ln)	15	20 (open space)
40	25 (Marsh Edge Ln)	15	30 (lagoon)

MARSH ELDER CT

Lot	Front	Side	Rear
98	25	25(Gov. Drive) 15(lot 99)	15(lot 97)
99	25 (Marsh Elder)	15	15
100	25 (Marsh Elder)	15	15
101	25 (Marsh Elder)	15 (lot 100) 30 (SCCCL) 15 (lot 102)	20

102	25 (Marsh Elder)	15	20(SCCCL)
103-106	25 (Marsh Elder)	15	30 (SCCCL)
107	25 (Marsh Elder)	15	30(SCCCL) 15(lot 110 Gov.)
108	25(Marsh Elder)	25(Gov. Drive) 15(lot 107)	15(lot 109)

MARSH HAWK LN - patio lots

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

MARSH ISLAND DR

Lot	Front	Side	Rear
161	25 (Marsh Isl. Dr.)	25 (Sweetgum Ln) 15 (lot 162)	20 (lot 160)
168	25 (Marsh Isl. Dr.)	30 (marsh) 15 (lot 169)	30 (marsh)
169-172	25 (Marsh Isl. Dr.)	15 (lots)	30 (marsh)

126	25 (Turnberry)	15	30 (lagoon)
127	25 (Turnberry)	15	30 (lagoon) 30 (golf)
128-133	25 (Turnberry)	15 (lots)	30 (golf)
134	25 (Turnberry)	15 (lot 133) 25 (Pleasant Valley)	30 (golf)

TURTLE BEACH LANE

Lot	Front	Side	Rear
1-18	10	7.5	30

Note: 10' Rear deck encroachment

VIRGINIA RAIL ROAD

Lot	Front	Side	Rear
720	25 (Glossy Ibis) 25 (Virginia Rail)	15 (lot 721) 30 (marsh)	20 from easement
721	25 (Virginia Rail)	15	30 (marsh)
722-723	25 (Virginia Rail)	15	30 (marsh)
724	25 (Virginia Rail)	15(lot 723)	30(marsh)

725	25(Virginia Rail)	20	30
726	20(lot 727)	20(lot 725) 30(golf course)	30(SCCCL)
727-731	25(Virginia Rail)	15	30
732-734	25(Virginia Rail)	20	30
735	25(Virginia Rail)	20	30
736 A,B,C	25 (A&B) 25(C)	15 20	30 (pond) 30
737	25 (Virginia Rail)	20 (lot 738)	30 (pond)
738	25 (Virginia Rail)	20	30 (golf)
739	25 (Virginia Rail)	20	20 (par. to L15)
740	25 (Virginia Rail) 25 (Glossy Ibis)	20	20 from lot line

WAX MYRTLE CT - Patio lots (wall on right side)

Lot	Front	Side	Rear
78	25 (Wax Myrtle)	25 (Wax Myrtle) 3 (privacy wall)	20 (lot 77)
79-82	25 (Wax Myrtle)	12 3 (privacy wall)	20 (lots)
83	25 (Wax Myrtle)	12 3 (privacy wall)	20 (lots 72, 73) 20 (open space)

126	25 (Turnberry)	15	30 (lagoon)
127	25 (Turnberry)	15	30 (lagoon) 30 (golf)
128-133	25 (Turnberry)	15 (lots)	30 (golf)
134	25 (Turnberry)	15 (lot 133) 25 (Pleasant Valley)	30 (golf)

TURTLE BEACH LANE

Lot	Front	Side	Rear
1-18	10	7.5	30

Note: 10' Rear deck encroachment

VIRGINIA RAIL ROAD

Lot	Front	Side	Rear
720	25 (Glossy Ibis) 25 (Virginia Rail)	15 (lot 721) 30 (marsh)	20 from easement
721	25 (Virginia Rail)	15	30 (marsh)
722-723	25 (Virginia Rail)	15	30 (marsh)
724	25 (Virginia Rail)	15(lot 723)	30(marsh)

725	25(Virginia Rail)	20	30
726	20(lot 727)	20(lot 725) 30(golf course)	30(SCCCL)
727-731	25(Virginia Rail)	15	30
732-734	25(Virginia Rail)	20	30
735	25(Virginia Rail)	20	30
736 A,B,C	25 (A&B) 25(C)	15 20	30 (pond) 30
737	25 (Virginia Rail)	20 (lot 738)	30 (pond)
738	25 (Virginia Rail)	20	30 (golf)
739	25 (Virginia Rail)	20	20 (par. to L15)
740	25 (Virginia Rail) 25 (Glossy Ibis)	20	20 from lot line

WAX MYRTLE CT - Patio lots (wall on right side)

Lot	Front	Side	Rear
78	25 (Wax Myrtle)	25 (Wax Myrtle) 3 (privacy wall)	20 (lot 77)
79-82	25 (Wax Myrtle)	12 3 (privacy wall)	20 (lots)
83	25 (Wax Myrtle)	12 3 (privacy wall)	20 (lots 72, 73) 20 (open space)

80

BK L 271 PG 816

Kiawah Island Architectural Review Board

December 12, 1995

Trenholm Walker
Wise & Cole P.A.
P.O. Drawer O
Charleston, SC 29402

RE: 741 Glossy Ibis Lane
Building Setbacks

Dear Trenholm:

After a final search through the documentation on the setback changes to the development agreement, I have found one lonely lot which was not covered by the development agreement or these proposed changes. The following are the Architectural Review Board Setbacks for this lot.

Lot 741 Glossy Ibis Lane	Front	25 ft.
	Side (742)	15 ft.
	Side (739/740)	5 ft. from easement
	Rear	30 ft.

If you should have any questions, please do not hesitate to call me.

Sincerely,

Bill Marshall
Administrator

BM/kd

CC: Board Members
Case File

7 Beachwalker Drive, Kiawah Island, SC 29455 (803) 768-3450

SCALE
1" = 100'
KIU PLANT
30' UTILITY EASEMENT
PROPOSED
UNDERGROUND
EASEMENT
1000
230'
KICA MAINT
PROPOSED
SITE
1 AC
174'
BEC
Sub Sta
180'
235'
50' ROAD R/W
118
117
130
108
86
143
123
80
80
80

Dennis Rhoad

DT

AMV

BK L 271 PG 818

FILED

L271- 790

96 JUL -9 PM 3:36

CHARLIE C. LYBRAND
REGISTER
CHARLESTON COUNTY SC

3410
A

CERTIFIED
TRUE COPY
CHARLIE LYBRAND
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, SC
DATE: September 10, 1996
BY: Charlie Lybrand NPW

SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT BY AND BETWEEN
KIAWAH RESORT ASSOCIATES, L.P.
AND THE
TOWN OF KIAWAH ISLAND

WHEREAS, Kiawah Resort Associates, L.P. entered a Development Agreement with the Town of Kiawah Island, a municipal corporation organized and existing under the laws of the State of South Carolina, on September 26, 1994, which is recorded in the RMC Office for Charleston County at Book J248, Page 001; and

WHEREAS, Kiawah Resort Associates, L.P. and the Town of Kiawah Island executed a First Amendment to the Development Agreement dated 12/19/95, recorded at Book L271, Page 790; and

WHEREAS, the Town of Kiawah Island and Kiawah Resort Associates, L.P. desire to amend the Agreement in accord with §§ 4(iii) and 22 therein, to add acreage to the Undeveloped Lands that was inadvertently not identified;

NOW, THEREFORE, in return for the mutual promises and other valuable consideration herein, the Town of Kiawah Island and Kiawah Resort Associates, L.P. agree to amend the Development Agreement as follows:

> The island designated as Lot 17 on the conditional plat of Summer Islands (recorded at Book EB Page 598 in the RMC office for Charleston County) shall be considered, and is hereby designated, as part of the Undeveloped Lands of the Real Property. This island shall be included within Parcel No. 34 for purposes of the parcel-specific development standards set forth in Exhibit 13.2 to the Development Agreement. The addition of this island to Parcel No. 34 shall not increase the Density or the total Permissible Units on Parcel No. 34, which shall remain as 31.

All of the terms, conditions, and provisions of the Development Agreement, along with the First Amendment thereto, shall remain in effect. This Second Amendment shall be considered by the Parties to have been effective as of September 26, 1994.

IN WITNESS WHEREOF, this Second Amendment to the Development Agreement has been executed by the parties on the date shown below.

TOWN OF KIAWAH ISLAND (Town)

Jodi D. Hawkins

Dennis J. Rhoad

By: Ralph A. Magnotti (Seal)
Ralph Magnotti a/k/a Ralph A. Magnotti

Attest: Rita Moran
Rita Moran, Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named TOWN OF KIAWAH ISLAND, by Ralph Magnotti, *** its Mayor, and Rita Moran, its Clerk of Council, sign and seal the within written SECOND AMENDMENT TO DEVELOPMENT AGREEMENT, and as the act and deed of TOWN OF KIAWAH ISLAND deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

*** a/k/a Ralph A. Magnotti

Jodi D. Hawkins

SWORN to before me this
10th day of April, 1997.

Dennis J. Rhoad
Notary Public for South Carolina

My Commission Expires: 2/10/98

KIAWAH RESORT ASSOCIATES, L.P.
(Property Owner) (seal)
BY: D&W Investments, Inc.
Its General Partner

Sara Cosias
Katherine M. Braun

By: Charles P. Darby
Charles P. Darby, III
Its: President

By: Lisa C. Bryant
Lisa C. Bryant
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named KIAWAH RESORT ASSOCIATES, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles P. Darby, III, its President, and by Lisa C. Bryant, its Secretary, sign and seal the within written SECOND AMENDMENT TO DEVELOPMENT AGREEMENT, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sara Cosias

SWORN to before me this
22nd day of April, 1997.
Katherine M. Braun
Notary Public for South Carolina

My Commission Expires: 12/02/01

Return to:

BK J 283PG883

Elisabeth F. Nimmons
Legal Planning Assistant
Kiawah Resort Associates, L.P.
Post Office Box 419
Charleston, SC 29402

10.00
A

FILED
J283-880
97 APR 30 PM 4:19
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

THIRD AMENDMENT TO
DEVELOPMENT AGREEMENT BY AND BETWEEN
KIAWAH RESORT ASSOCIATES, L.P.
AND THE
TOWN OF KIAWAH ISLAND

WHEREAS, Kiawah Resort Associates, L.P., (a Delaware limited partnership hereinafter sometimes referred to as "KRA, L.P." and/or the "Property Owner") entered a Development Agreement with the Town of Kiawah Island, (a municipal corporation organized and existing under the laws of the State of South Carolina hereinafter sometimes referred to as the "Town") on September 26, 1994, (the "Agreement") which Agreement is recorded in Book J248, page 001, in the R.M.C. Office for Charleston County, S.C. (the "R.M.C. Office"); and

WHEREAS, KRA, L.P. and the Town executed a First Amendment to the Development Agreement dated December 19, 1995, and recorded in Book L271, page 790, in the R.M.C. Office (the "First Amendment"); and

WHEREAS, KRA, L.P. and the Town further amended the Agreement by that certain Second Amendment to Development Agreement recorded April 30, 1997, in Book J283, page 880, in the R.M.C. Office (the "Second Amendment"); and

WHEREAS, the Agreement, the First Amendment, and the Second Amendment are hereinafter sometimes collectively referred to as the "Development Agreement"; and

WHEREAS, KRA, L.P. and the Town desire to amend the Development Agreement in accordance with Section 22 thereof, to clarify certain provisions relating to Bear Island as set forth in Section 16(d),

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the mutual promises contained herein and other valuable consideration, Kiawah Resort Associates, L.P. and the Town of Kiawah Island agree that the Development Agreement shall be and is hereby amended as follows:

The third paragraph of Section 16(d) on page 44 of the Development Agreement is amended to read as follows:

> "In addition, of the approximately 207 highland acres estimated to comprise Bear Island (as depicted on Exhibit 16.4), the Property Owner shall have the limited right to subdivide no more than 42 acres within the "hatched" area being the southern half of Bear Island as shown on Exhibit 16.4 for the construction of up to 18 small cottage sites, and may convey the acreage (whether or not subdivided) as with other Kiawah parcels or lots, to 3rd parties. In addition, the Property Owner, its successors and assigns, may erect limited active recreational facilities within the said 42 acres (e.g., tennis facilities, par 3 golf hole, etc.). Private roads, maintained by the Property Owner or an association created by the Property Owner, its successors or assigns, shall be used to access these cottage sites.

The parties recognize that Bear Island is dynamic in nature, and that the area within the southern portion available for replacement golf holes and limited residential and active recreational facilities, is further limited by the constraints of the DHEC-OCRM critical line, setback line, and baseline, as the same may exist from time to time. Accordingly, the parties acknowledge and confirm the intent of their original agreement, to-wit, that while the entire southern portion of Bear Island (depicted as the hatched area on Exhibit 16.4) is available to Property Owner for limited development and recreational uses, the areas that may be used for (a) Ocean Course replacement golf holes; (b) subdivided residential cottages; and (c) active recreational uses or facilities, shall be limited to such portions of the southern portion of Bear Island as are, from time to time, above the DHEC-OCRM critical line; provided further, that the maximum area above the DHEC-OCRM critical line that may be devoted to such uses shall not exceed 42 acres. "

Except as herein expressly amended, all terms, conditions, and provisions of the Development Agreement shall remain in full force and effect. This Third Amendment to the Development Agreement shall be considered by the Parties to have been effective as of September 26, 1994.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed this 5th day of October, 1998.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF KIAWAH ISLAND
(Corp. Seal)

By: Ralph A. Magnotti
Ralph A. Magnotti, Mayor

Attest: Rita M. Moran

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AS TO THE TOWN

THE foregoing instrument was acknowledged before me by the Town of Kiawah Island, by Ralph A. Magnotti, its Mayor, and attested by Rita A. Moran, its Clerk of Council, this 5th day of October, 1998.

Patricia Ann Kent (SEAL)
Notary Public for South Carolina
My commission expires: 4/13/2008

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

By: _____
Charles P. Darby, III

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles P. Darby, III, its President, this 19th day of October, 1998.

_____ (SEAL)
Notary Public for South Carolina
My commission expires: 8-8-99

EFN/Town/Dev3rd.amd

Kiawah Resort Assocs

BK G 313PG 118 10.00 C

FILED

G313-115

98 OCT 22 PM 12:48

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**FOURTH AMENDMENT TO THE
DEVELOPMENT AGREEMENT
BY AND BETWEEN
KIAWAH RESORT ASSOCIATES, L.P. AND
THE TOWN OF KIAWAH ISLAND**

WHEREAS, the Town of Kiawah Island (the "Town") and Kiawah Resort Associates, L.P. ("Property Owner"), respectively referred to as Property Owner and Town, entered a Development Agreement effective September 26, 1994 (the "Agreement") (recorded in the RMC Office for Charleston County at Book J248, Page 001); and

WHEREAS, the Town and the Property Owner entered and recorded the First Amendment to the Agreement in the RMC Office for Charleston County at Book L271, Page 790; and

WHEREAS, the Town and the Property Owner entered and recorded the Second Amendment to the Agreement in the RMC Office for Charleston County at Book J283, Page 880; and

WHEREAS, the Town and the Property Owner entered and recorded the Third Amendment to the Agreement in the RMC Office for Charleston County at Book G313, Page 115; and

WHEREAS, the Agreement specifies in § 33(b)(iii) that "Property Owner shall not be entitled to transfer to third parties Real Property which Property Owner is required to transfer to KICA, Town or other third parties by reason of the terms of this agreement. . ."; and

WHEREAS, § 16(d), among other things, obligates Property Owner to convey a portion of Bear Island to the Kiawah Island Community Association, Inc. ("KICA"), subject to the terms and conditions therein, on or before January 1, 2016; and

WHEREAS, Property Owner desires to convey Bear Island to a trust entity, requiring the trust entity to fulfill the conveyance obligation to KICA on or before January 1, 2016, and further requiring the trust entity to abide fully by the provisions of the Agreement related to Bear Island; and

WHEREAS, the Town is agreeable to this conveyance from Property Owner to the trust entity; and

WHEREAS, the Property Owner is obligated under the terms of the Development Agreement to construct and convey to KICA certain beach parking areas and parks on or before specified deadlines in the Development Agreement ; and

WHEREAS, KRA and the Town desire to amend specific provisions related to these beach parking areas and parks, as more particularly described below; and

WHEREAS, the Town and the Property Owner desire to amend the Agreement in accord with §22 thereof;

NOW, THEREFORE, in return for the mutual promises herein and other valuable consideration, the Town and Property Owner agree to, and do hereby amend the Agreement as follows:

(1) Paragraph 33(b)(iii) is amended so as to provide as follows:

> (iii) Transfer of Property Committed to Transfer to Third Parties. Property Owner shall not be entitled to transfer to third parties Real Property which Property Owner is required to transfer to KICA, Town or other third parties by reason of the terms of this Agreement. Notwithstanding the foregoing, the Property Owner shall be entitled to convey to a trust entity any portions or all of Bear Island, including those portions obligated for conveyance to KICA on or before January 1, 2016, provided the deed of conveyance obligates the trust entity to abide by all provisions of the Agreement, as amended, relating to the land to be conveyed, including the conveyance to KICA on or before January 1, 2016. Additionally, notwithstanding the foregoing, the Property Owner (including the trust entity after conveyance) shall be entitled to grant easements, access, and recreational uses for properties to be conveyed, consistent with and not prohibited by Sections 14, 15, 16, and 33(b)(iii) herein.

(2) The conveyance date to KICA of January 1, 2000 under Sections 15(a)(ii), (iii), and (v), related to the Ocean Course Parking Area, the crabbing pier and observation tower at Blue Heron Pond, and the Cougar Island Park, respectively, shall be extended until March 1, 2000.

(3) The Property Owner agrees to waive its right, acting through the ARB, to control signs along roadways that were conveyed to KICA before the effective date of this Agreement and hereby assigns this right for these signs in these locations to KICA. Property Owner's waiver and assignment of this limited right are conditioned on KICA's

compliance with the standards set forth in the Kiawah Island Graphics Standards, as updated by the ARB from time to time (current edition, Exhibit 13.7).

All other terms, conditions, and provisions of the Agreement, as expressly modified by the First, Second, Third, and this Fourth Amendment thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, this Fourth Amendment to the Development Agreement has been executed by the Parties on the dates shown below.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

TOWN OF KIAWAH ISLAND (Town)
(SEAL)

By: _____
Mayor pro tem

Attest: _____
Rita M. Moran, Clerk of Council

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(Property Owner)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
211 King Street, Suite 300
Charleston, SC 29401
Its: General Partner

By: _____
Charles P. Darby, III

Its: President

AND

By: TWD Investments, LLC
(a South Carolina limited liability company)
(CORP.SEAL)
211 King Street, Suite 300
Charleston, SC 29401
Its: General Partner

Witness

Witness

By: _____
Charles P. Darby, III

Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE (Town)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named TOWN OF KIAWAH ISLAND, by Edward T. Horgan, its Mayor pro tem, and Rita M. Moran, its Clerk of Council, sign and seal the within written FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of TOWN OF KIAWAH ISLAND deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Allison B Harvey

SWORN to before me this

23rd day of December, 1999.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: 1/27/2009

5

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE (Property Owner)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named KIAWAH RESORT ASSOCIATES, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles P. Darby, III, its President, sign and seal the within written FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Lisa C. Wagner

SWORN to before me this
29th day of Dec, 1999.

Notary Public for South Carolina (SEAL)
My Commission Expires: 3-12-2001

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE (Property Owner)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named KIAWAH RESORT ASSOCIATES, L.P., by TWD Investments, LLC., a South Carolina limited liability company, its General Partner, by Charles P. Darby, III, its Manager, sign and seal the within written FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Jean C. Bryant

SWORN to before me this
29th day of Dec., 1999.

Notary Public for South Carolina (SEAL)
My Commission Expires: 3-12-2001

Amendment_4th_Rev-2.wpd

KRA
P.O Box 419
Chas. SC 29402

BKF 340PG491

1300
C

FILED
F340-484
1999 DEC 29 PM 4:23
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

KICA#1

BKH 348PG374

FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN KIAWAH RESORT ASSOCIATES, L.P. AND THE TOWN OF KIAWAH ISLAND

WHEREAS, the Town of Kiawah Island (the "Town") and Kiawah Resort Associates, L.P. ("Property Owner"), respectively referred to as Property Owner and Town, entered a Development Agreement effective September 26, 1994 (the "Agreement") (recorded in the RMC Office for Charleston County at Book J248, Page 001); and

WHEREAS, the Town and the Property Owner entered and recorded the First Amendment to the Agreement in the RMC Office for Charleston County at Book L271, Page 790; and

WHEREAS, the Town and the Property Owner entered and recorded the Second Amendment to the Agreement in the RMC Office for Charleston County at Book J283, Page 880; and

WHEREAS, the Town and the Property Owner entered and recorded the Third Amendment to the Agreement in the RMC Office for Charleston County at Book G313, Page 115; and

WHEREAS, the Town and the Property Owner entered and recorded the Fourth Amendment to the Agreement in the RMC Office for Charleston County at Book F340 , Page 484; and

WHEREAS, the Property Owner is obligated under the terms of the Development Agreement to construct and convey to KICA certain beach parking areas and parks on or before specified deadlines in the Development Agreement ; and

WHEREAS, KRA and the Town desire to amend specific provisions related to these beach parking areas and parks, as more particularly described below; and

WHEREAS, the Town and the Property Owner desire to change the effective date of Interim Transition as set forth in Section (a)(vi) of the Agreement; and,

WHEREAS, the Town and the Property Owner desire to amend the Agreement in accord with §22 thereof;

NOW, THEREFORE, in return for the mutual promises herein and other valuable consideration, the Town and Property Owner agree to, and do hereby amend the Agreement as follows:

(1) The first paragraph of Section 15(a)(ii) titled "Beach Parking," is amended so as to provide as follows:

(ii) Beach Parking:

In addition to the nine spaces recently conveyed to the KICA on Ocean Marsh Road and the 110 spaces at the new Kiawah Island Beach Club facility, the Property Owner commits to convey the following additional beach parking facilities inside and east of the Vanderhorst Gate: No later than December 31, 2001, Property Owner shall improve with coquina shell or better and any landscaping it deems tasteful and appropriate, a 30 space parking area generally seaward of The Ocean Course clubhouse (the "Ocean Course Parking Area") for restricted use during daylight hours of the summer months, except during tournaments or special events. The parking spaces created as aforesaid and access road thereto shall be on land over which the Property Owner has an easement or other rights and privileges; such rights of daytime summer parking for KICA members shall be conveyed to KICA by such method as the Town and Property Owner shall agree no later than December 31, 2001. Property Owner shall have applied for applicable permits for the construction of these improvements no later than June 1, 2001. Property Owner and Town shall use good faith efforts to extend the daytime parking beyond the summer months as may be appropriate. If there is no agreement in writing expanding the daytime parking beyond the summer months by January 1, 2001, then the conveyance date for these beach parking facilities shall be August 31, 2001, instead of December 31, 2001.

(2) The following paragraph shall be inserted as the second paragraph of Section 15(a)(ii):

Notwithstanding any other provision of the Development Agreement to the contrary, the Town and Property Owner agree that the proposed physical location of the Ocean Course Parking Area and the access road leading thereto from Ocean Course Drive may be relocated eastward to accommodate renovations and/or improvements to The Ocean Course, so long as (I) Property Owner, the Town, and KICA agree in writing to the proposed new

location and configuration of the proposed Ocean Course Parking Area and access road; (ii) the legal issues involved in such a relocation are acceptable to Property Owner, the Town, and KICA, including, without limitation, the form and content of all legal documents necessary to accomplish such relocation; and (iii) the construction of the relocated Ocean Course Parking Area can be completed and the same conveyed to KICA no later than December 31, 2001, and at no expense to KICA. The location of this beach parking area shall be designated in writing to the Town on or before January 1, 2001.

(3) Subsection (iii) of Section 15.(a) titled "Fishing and Crabbing Piers/-Observation Towers" is deleted and the following is substituted in its place:

(iii) Fishing and Crabbing Piers/Observation Towers:

At least one Observation Tower and at least one fishing/crabbing pier shall be constructed by Property Owner at the Property Owner's sole cost, and conveyed to KICA as Common Properties. The fishing/crabbing pier shall be conveyed by quit-claim deed no later than June 1, 2000. The Observation Tower shall be conveyed by quitclaim deed or an automatically perpetual renewable 99 year lease no later than June 1, 2000. If the conveyance is by lease, the right of easement and enjoyment shall extend to all members of KICA. The Observation Tower shall be located at a site selected by Property Owner along Blue Heron Pond, and the fishing/crabbing pier shall be at a site selected by Property Owner along Cinder Creek.

(4) Subsection (iv) of Section 15.(a) titled "New Blue Heron Park" is deleted and the following is substituted in its place:

(iv) Parks in the Preserve:

The Property Owner and the Town agree that the park and recreational facilities constructed as of the date of this Fifth Amendment to the Development Agreement in the area now known as The Preserve, including the pavilion and restrooms, boathouse, dock, piers, observation tower, parking spaces associated therewith, and walking paths, together with the 5.579 acres of Parks within Phases IVA and IVB of The Preserve Subdivision which shall be conveyed to KICA together with any improvements thereon within ninety (90) days of the recordation of the final approved plat of Phase IVB, shall fulfill all the Property Owner's park and community recreational facilities obligations that were previously described in the original version of this subsection for "New Blue Heron Park." Property Owner agrees to amend the lease with KICA for the Cinder Creek boathouse and related facilities to make the lease an automatically perpetual renewable ninety-nine (99) year term on the same terms and conditions, unless KICA exercises

the option to purchase these leased premises at the end of the initial lease term for one ($1.00) dollar.

(5) The final sentence of Section 15, subsection (a)(v) titled "New Cougar Island Park," is deleted and is replaced by the following:

> This park shall be developed and conveyed by quit claim deed for $1.00 to KICA no later than two years after providing the Town a schematic plan for Cougar Island that includes proposed parks and amenities and the recording of the first conditional subdivision plat for residential homesites on Cougar Island is approved after the date of this Fifth Amendment to the Development Agreement.

(6) The first sentence of Section 18 (a)(vi) is deleted and replaced by the following:

> Interim Transition shall occur on the date of the annual meeting of the members of KICA or March 31, 2001, whichever is earlier, when Property Owner shall give up control over one of its current four director positions.

All other terms, conditions, and provisions of the Agreement, as expressly modified by the First, Second, Third, Fourth and this Fifth Amendment thereto, shall remain in full force and effect.

The Town hereby waives any alleged technical default of the Property Owner related to the deadline of March 1, 2000, established by the Fourth Amendment to the Agreement for certain performances related to the parks and parking areas described herein.

IN WITNESS WHEREOF, this Fifth Amendment to the Development Agreement has been executed by the Parties on the dates shown below.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Shannon M. Begley

Allison B Harvey

TOWN OF KIAWAH ISLAND (Town)
(SEAL)

By: James Piet
James Piet, Mayor

Attest: Rita M. Moran
Rita M. Moran, Clerk of Council

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Lisa C. Bryant

Elizabeth L. Simmons

KIAWAH RESORT ASSOCIATES, L.P.
(Property Owner)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP. SEAL)
211 King Street, Suite 300
Charleston, SC 29401
Its: General Partner

By: _____
Charles P. Darby, III
Its: President

AND

By: TWD Investments, LLC
(a South Carolina limited liability company)
(CORP. SEAL)
211 King Street, Suite 300
Charleston, SC 29401
Its: General Partner

Lisa C. Bryant

Elizabeth L. Simmons

By: _____
Charles P. Darby, III
Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE (Town)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named TOWN OF KIAWAH ISLAND, by James Piet, its Mayor, and Rita M. Moran, its Clerk of Council, sign and seal the within written FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of TOWN OF KIAWAH ISLAND deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Shannon M. Begley

SWORN to before me this

10th day of May, 2000.

Allison B Harvey (SEAL)
Notary Public for South Carolina
My Commission Expires: 3-7-04

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE (Property Owner - D&W)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named KIAWAH RESORT ASSOCIATES, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles P. Darby, III, its President, sign and seal the within written FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sara P. Bayard

SWORN to before me this

2nd day of May, 2000.

Elizabeth H. Simmons (SEAL)
Notary Public for South Carolina
My Commission Expires: 3-12-2001

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE (Property Owner - TWD)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named KIAWAH RESORT ASSOCIATES, L.P., by TWD Investments, LLC., a South Carolina limited liability company, its General Partner, by Charles P. Darby, III, its Manager, sign and seal the within written FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Bea C. Bagnal

SWORN to before me this

2nd day of May, 2000.

Deedie H. Simmons (SEAL)
Notary Public for South Carolina
My Commission Expires: 3-12-2001

MH Beth Simmons

BKH 348PG382

14.00
A

FILED

H348-374

2000 MAY 26 PM 3:20

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN KIAWAH RESORT ASSOCIATES, L.P. AND THE TOWN OF KIAWAH ISLAND

WHEREAS, the Town of Kiawah Island (the "Town") and Kiawah Resort Associates, L.P. ("Property Owner"), respectively referred to as Town and Property Owner, entered a Development Agreement effective September 26, 1994 (the "Agreement") (recorded in the RMC Office for Charleston County at Book J248, Page 001); and

WHEREAS, the Town and the Property Owner entered and recorded the First Amendment to the Agreement in the RMC Office for Charleston County at Book L271, Page 790; and

WHEREAS, the Town and the Property Owner entered and recorded the Second Amendment to the Agreement in the RMC Office for Charleston County at Book J283, Page 880; and

WHEREAS, the Town and the Property Owner entered and recorded the Third Amendment to the Agreement in the RMC Office for Charleston County at Book G313, Page 115; and

WHEREAS, the Town and the Property Owner entered and recorded the Fourth Amendment to the Agreement in the RMC Office for Charleston County at Book F340 , Page 484; and

WHEREAS, the Town and the Property Owner entered and recorded the Fifth Amendment to the Agreement (hereinafter the "Fifth Amendment") in the RMC Office for Charleston County at Book H348 , Page 374; and

WHEREAS, the Property Owner is obligated under the terms of the Development Agreement to construct and convey to KICA certain beach parking areas and parks on or before specified deadlines in the Development Agreement ; and

WHEREAS, KRA and the Town desire to amend specific provisions related to these beach parking areas and parks, as more particularly described below; and

WHEREAS, the Town and the Property Owner desire to change the effective date of Interim Transition as set forth in Section 18 (a)(vi) of the Agreement; and,

WHEREAS, the Town and the Property Owner desire to amend the Agreement in accord with §22 thereof;

NOW, THEREFORE, in return for the mutual promises herein and other valuable consideration, the Town and Property Owner agree to, and do hereby amend the Agreement as follows:

(1) The first paragraph of Section 15(a)(ii) titled "Beach Parking," and Item (1) of the Fifth Amendment are amended so as to provide as follows:

(ii) Beach Parking:

In addition to the nine spaces recently conveyed to the KICA on Ocean Marsh Road and the 110 spaces at the new Kiawah Island Beach Club facility, the Property Owner commits to convey the following additional beach parking facilities inside and east of the Vanderhorst Gate: No later than June 1, 2003, Property Owner shall improve with coquina shell or better and any landscaping it deems tasteful and appropriate, a 30 space parking area generally seaward of The Ocean Course clubhouse (the "Ocean Course Parking Area") for restricted use during daylight hours from June 1 through September 21 and from November 1 through March 1, except during tournaments or special events. The parking spaces created as aforesaid and access road thereto shall be on land over which the Property Owner has an easement or other rights and privileges; such rights of daytime parking for KICA members shall be conveyed to KICA by such method as the Town and Property Owner shall agree no later than June 1, 2003.

(2) Item (2) of the Fifth Amendment is amended to provide that the following paragraph shall be inserted as the second paragraph of Section 15(a)(ii):

Notwithstanding any other provision of the Development Agreement to the contrary, the Town and Property Owner agree that the proposed physical location of the Ocean Course Parking Area and the access road leading thereto from Ocean Course Drive may be relocated to accommodate renovations and/or improvements to The Ocean Course, so long as (i) Property Owner, the Town, and KICA agree in writing to the proposed new location and configuration of the proposed Ocean Course Parking Area and access road; (ii) the legal issues involved in such a relocation are acceptable to Property Owner, the Town, and KICA, including, without limitation, the form and content of all legal documents necessary to accomplish such

relocation; and (iii) the construction of the relocated Ocean Course Parking Area can be completed and the same conveyed to KICA no later than June 1, 2003, and at no expense to KICA. The location of this beach parking area shall be designated in writing to the Town on or before November 2, 2002.

(3) The following shall be inserted as the third, fourth, and fifth paragraphs of Section 15(a)(ii):

Until June 1, 2003, The Ocean Course Golf Club, LLC ("OCGCL"), as successor by merger to The Ocean Course Golf Club, Ltd hereby licenses the use to KICA of thirty (30) parking spaces (the "Temporary Parking Spaces") to be located within or adjacent to the existing parking lot for the Ocean Course Golf Course in the area generally shown on the graphic attached as Exhibit A hereto, for use by KICA members for beach parking during daylight hours on a year round basis. The OCGCL shall have the right to restrict this license as may be necessary during tournaments or special events. The Temporary Parking Spaces shall have an appropriate sign(s) or marking(s) to identify them that is approved by KICA, OCGCL, and, if the General Covenants require, the Kiawah ARB. This license by OCGCL is conditioned upon KICA's maintaining the Temporary Parking Spaces and associated landscaping in a manner consistent with the overall landscaping of the Ocean Course Golf Course if the use of the site necessitates more maintenance than grass cutting and the routine upkeep which will be performed by OCGCL. This maintenance responsibility of KICA does not include the obligation to install the landscaping or to cut the grass. If KICA fails to properly maintain the Temporary Parking Spaces and associated landscaping, the license shall continue only if KICA reimburses the OCGCL for the reasonable cost of such maintenance incurred by it after KICA fails to perform such maintenance after notice from the OCGCL. On these same terms and conditions, the OCGCL also hereby grants to KICA for use by its members a license to walk across its property from the Temporary Parking Spaces to access the beach at a location to be designated by the OCGCL.

The OCGCL hereby licenses and grants to the Property Owner until June 1, 2003, the same rights and privileges over the Temporary Parking Spaces as the Property Owner possesses for the site initially designated in the Agreement for the thirty (30) Ocean Course beach parking spaces. The OCGCL also hereby licenses and grants to the Property Owner for use by its agents, employees, and permitees a license to walk across its property from the Temporary Parking Spaces to access the beach at a location to be designated by the OCGCL.

The OCGCL agrees to use diligence and good faith efforts to identify a suitable alternative permanent location for Ocean Course beach parking that

meets the requirements of the Agreement, as amended, to be submitted to the Town, Property Owner, and KICA for review and approval. This alternative location shall provide Property Owner with the same rights and privileges as the Property Owner possesses for the site initially designated in the Agreement for the thirty (30) Ocean Course beach parking spaces.

(4) The OCGCL hereby becomes a party to the Agreement solely as relates to the rights, interests, and obligations set forth in Item 3 of this Sixth Amendment to the Agreement.

(5) Item (6) of the Fifth Amendment is amended and the first sentence of Section 18 (a)(vi) of the Agreement is deleted and replaced by the following:

Interim Transition shall occur no later than the KICA annual meeting on June 3, 2001, or such later date of the next subsequent meeting if quorum is not obtained on June 3, 2001, when Property Owner shall give up control over one of its current four director positions.

All other terms, conditions, and provisions of the Agreement, as expressly modified by the First, Second, Third, Fourth, Fifth, and this Sixth Amendment thereto, shall remain in full force and effect.

The Town hereby waives any alleged technical default of the Property Owner related to the deadline of March 31, 2001, established by the Fifth Amendment to the Agreement for Interim Transition and related to the deadline for designating a proposed alternative location for the Ocean Course beach parking lot.

IN WITNESS WHEREOF, this Sixth Amendment to the Development Agreement has been executed by the Parties and The Ocean Course Golf Club, Ltd. on the dates shown below.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Thom W. Nelson

Thom W. Nelson

Dennis J. Rhoad

Dennis J. Rhoad

TOWN OF KIAWAH ISLAND (Town)
(SEAL)

By: James V. Piet
James Piet, Mayor

Attest: Pat Wallis
Pat Wallis, Clerk of Council

4

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Dena C. Bryant

Elizabeth J. Timmons

KIAWAH RESORT ASSOCIATES, L.P.
(Property Owner)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP. SEAL)
211 King Street, Suite 300
Charleston, SC 29401
Its: General Partner

By: Charles P. Darby, III
Its: President

AND

By: TWD Investments, LLC
(a South Carolina limited liability company)
(CORP. SEAL)
211 King Street, Suite 300
Charleston, SC 29401
Its: General Partner

Dena C. Bryant

Elizabeth J. Timmons

By: Charles P. Darby, III
Its: Manager

SOLELY AS TO ITEM 3 HEREIN:

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Sherry H. Stubbs

Cheryl K Toy

THE OCEAN COURSE GOLF CLUB, LLC,
as successor by merger to The Ocean
Course Golf Club, Ltd. (Corp. Seal)

By: Beverley W. Armstrong
Its: President

5

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE (Town)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named TOWN OF KIAWAH ISLAND, by James Piet, its Mayor, and Pat Wallis, its Clerk of Council, sign and seal the within written SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of TOWN OF KIAWAH ISLAND deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
20th day of June 2001

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: 1/27/2008

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE (Property Owner - D&W)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named KIAWAH RESORT ASSOCIATES, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles P. Darby, III, its President, sign and seal the within written SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Rosalie H. Simmons

SWORN to before me this
18 day July, 2001.

Yhuna C. Roberts (SEAL)
Notary Public for South Carolina
My Commission Expires: 6-4-2007

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE (Property Owner - TWD)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named KIAWAH RESORT ASSOCIATES, L.P., by TWD Investments, LLC., a South Carolina limited liability company, its General Partner, by Charles P. Darby, III, its Manager, sign and seal the within written SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Elizabeth L Dunmon

SWORN to before me this
18 day July, 2001.

Theresa C. Roberts (SEAL)
Notary Public for South Carolina
My Commission Expires: 6-4-2007

COMMON WEALTH OF VIRGINIA)
)
CITY OF RICHMOND)

PROBATE
(The Ocean Course Golf Club, LLC)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named The Ocean Course Golf Club, LLC, as successor by merger to The Ocean Course Golf Club, Ltd. by Beverley W. Armstrong, its President, sign and seal the within written SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of the corporation deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sherry L Stubbs

SWORN to before me this
9th day July, 2001

Chanda K. Toy (SEAL)
Notary Public for Virginia
My Commission Expires: 5/31/03

BK L 378PG242

Kiawah Resort Assoc

FILED

L378-232

2001 JUL 31 PM 3:09

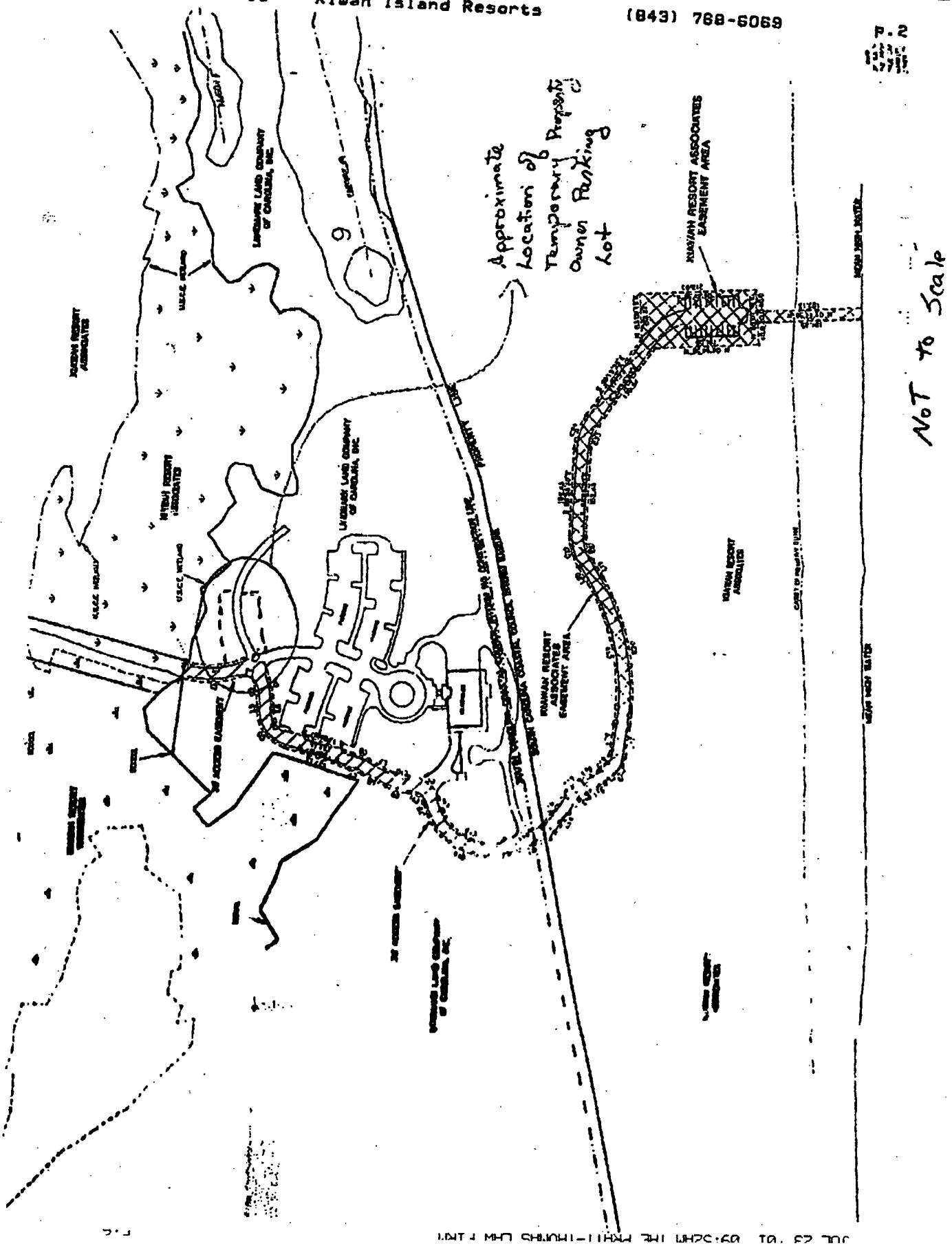
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

16.00
A

BK L 378PG241

Exhibit "A"

May 22 01 08:55a Kiawah Island Resorts (843) 768-6069 P.2



**SEVENTH AMENDMENT TO THE
DEVELOPMENT AGREEMENT
BY AND BETWEEN
KIAWAH RESORT ASSOCIATES, L.P. AND
THE TOWN OF KIAWAH ISLAND**

WHEREAS, the Town of Kiawah Island (the "Town") and Kiawah Resort Associates, L.P. ("Property Owner"), respectively referred to as Town and Property Owner, entered a Development Agreement effective September 26, 1994 (the "Agreement") (recorded in the RMC Office for Charleston County at Book J248, Page 001); and

WHEREAS, the Town and the Property Owner entered and recorded the First Amendment to the Agreement in the RMC Office for Charleston County at Book L271, Page 790; and

WHEREAS, the Town and the Property Owner entered and recorded the Second Amendment to the Agreement in the RMC Office for Charleston County at Book J283, Page 880; and

WHEREAS, the Town and the Property Owner entered and recorded the Third Amendment to the Agreement in the RMC Office for Charleston County at Book G313, Page 115; and

WHEREAS, the Town and the Property Owner entered and recorded the Fourth Amendment to the Agreement in the RMC Office for Charleston County at Book F340 , Page 484; and

WHEREAS, the Town and the Property Owner entered and recorded the Fifth Amendment to the Agreement in the RMC Office for Charleston County at Book H348 , Page 374; and

WHEREAS, the Town and the Property Owner entered and recorded the Sixth Amendment to the Agreement in the RMC Office for Charleston County at Book L378, page 232; and

WHEREAS, KRA and the Town desire to amend specific provisions of the Agreement to permit the construction of an eighty (80') foot Telephone Relay Tower on Parcel 25, as more particularly described below; and

WHEREAS, the Town and the Property Owner desire to amend the Agreement in accord with §22 thereof;

NOW, THEREFORE, in return for the mutual promises herein and other valuable consideration, the Town and Property Owner agree to, and do hereby amend the Agreement as follows:

(1) Note #11 of Exhibit 13.2 is hereby amended to read as follows:

"11 Height of structures on this Parcel (Parcel 25) shall comply with Exhibit 13.3: Vanderhorst Height Limitations attached hereto. No structure on this Parcel shall be higher than the eave height of the Vanderhorst Mansion. Notwithstanding the above, a Telephone Relay Tower may be constructed on this Parcel at such location as the Town and Property Owner may agree, provided that such tower shall not be in excess of eighty (80') feet in height."

(2) The second sentence of Section 18 (a) (6), "Interim Transition/Final Transition" is deleted and replaced by the following:

"Property Owner shall after Interim Transition appoint three directors on the KICA Board until Final Transition. Final Transition shall begin to occur at KICA's annual meeting in 2003, when Property Owner shall give up control over another one of its director positions, and be completed at the annual meeting in 2005, when Property Owner shall give up control of another one of its director positions."

All other terms, conditions, and provisions of the Agreement, as expressly modified by the First, Second, Third, Fourth, Fifth, Sixth and this Seventh Amendment thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, this Seventh Amendment to the Development Agreement has been executed by the Parties on the dates shown below.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Allison B Harvey

Shannon Morris

TOWN OF KIAWAH ISLAND (Town)
(SEAL)

By: _____
William G. Wert, Mayor

Attest: Pat Wallis
Pat Wallis, Clerk of Council

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Rosa C. Bryant

Elizabeth L. Simmons

KIAWAH RESORT ASSOCIATES, L.P.
(Property Owner)

By: D&W Investments, Inc.,
(a South Carolina corporation)
(CORP. SEAL)
211 King Street, Suite 300
Charleston, SC 29401
Its: General Partner

By: _____
Charles P. Darby, III
Its: President

AND

By: TWD Investments, LLC
(a South Carolina limited liability company)
(CORP. SEAL)
211 King Street, Suite 300
Charleston, SC 29401
Its: General Partner

Rosa C. Bryant

Elizabeth L. Simmons

By: _____
Charles P. Darby, III
Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT
(TOWN)

THE FOREGOING INSTRUMENT was acknowledged before me by the TOWN OF KIAWAH ISLAND, by William G. Wert, its Mayor, and Pat Wallis, its Clerk of Council, this 18th day of December, 2002.

Allison B Harvey (SEAL)
Notary Public for South Carolina
My Commission Expires: 3-7-04

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT
(Property Owner - D&W)

THE FOREGOING INSTRUMENT was acknowledged before me by KIAWAH RESORT ASSOCIATES, L.P., by D&W Investments, Inc., (a South Carolina corporation), its General Partner, by Charles P. Darby, III, its President, this 22nd day January, 2002.

Elizabeth L Simmons (SEAL)
Notary Public for South Carolina
My Commission Expires: 1-19-11

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT
(Property Owner - TWD)

THE FOREGOING INSTRUMENT was acknowledged before me by KIAWAH RESORT ASSOCIATES, L.P., by TWD Investments, LLC, (a South Carolina limited liability company), its General Partner, by Charles P. Darby, III, its Manager, this 22nd day January, 2002

Elizabeth L Simmons (SEAL)
Notary Public for South Carolina
My Commission Expires: 1-19-11

William Jordan BK J 434 PG 716 12-10 A

FILED
J434-710

2003 JAN 27 PM 12:03

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**EIGHTH AMENDMENT TO THE
DEVELOPMENT AGREEMENT
BY AND BETWEEN
KIAWAH RESORT ASSOCIATES, L.P. AND
THE TOWN OF KIAWAH ISLAND**

WHEREAS, the Town of Kiawah Island (the "Town") and Kiawah Resort Associates, L.P. ("Property Owner"), respectively referred to as Town and Property Owner, entered a Development Agreement effective September 26, 1994 (the "Agreement") (recorded in the RMC Office for Charleston County at Book J248, Page 001); and

WHEREAS, the Town and the Property Owner entered and recorded the First Amendment to the Agreement in the RMC Office for Charleston County at Book L271, Page 790; and

WHEREAS, the Town and the Property Owner entered and recorded the Second Amendment to the Agreement in the RMC Office for Charleston County at Book J283, Page 880; and

WHEREAS, the Town and the Property Owner entered and recorded the Third Amendment to the Agreement in the RMC Office for Charleston County at Book G313, Page 115; and

WHEREAS, the Town and the Property Owner entered and recorded the Fourth Amendment to the Agreement in the RMC Office for Charleston County at Book F340 , Page 484; and

WHEREAS, the Town and the Property Owner entered and recorded the Fifth Amendment to the Agreement in the RMC Office for Charleston County at Book H348 , Page 374; and

WHEREAS, the Town and the Property Owner entered and recorded the Sixth Amendment to the Agreement in the RMC Office for Charleston County at Book L378, page 232; and

WHEREAS, the Town and the Property Owner entered and recorded the Seventh Amendment to the Agreement in the RMC Office for Charleston County at Book J434, page 710; and

WHEREAS, the Property Owner is obligated under the terms of the Development Agreement to construct and convey to Kiawah Island Community Association (KICA) certain beach parking areas on or before specified deadlines in the Development Agreement, as amended by the Fifth and Sixth Amendments to the Development Agreement; and

WHEREAS, the Sixth Amendment to the Development Agreement by and between the Property Owner and the Town of Kiawah Island made the Ocean Course Golf Club, LLC ("OCGCL") a party to the Agreement for the limited purpose of setting forth the rights, interests and obligations of Item (3) of the Sixth Amendment pertaining to parking spaces at the Ocean Course Golf Club; and

WHEREAS, the Property Owner, Town, and OCGCL desire to amend specific provisions related to the Ocean Course beach parking area, as more particularly described below; and

WHEREAS, the Town and the Property Owner desire to amend the Agreement in accord with §22 thereof.

NOW, THEREFORE, in return for the mutual promises herein and other valuable consideration, the Town and Property Owner agree to, and do hereby amend the Agreement as follows:

(1) The first paragraph of Section 15(a)(ii) titled "Beach Parking," and Item (1) of the Fifth and Sixth Amendments are amended so as to provide as follows:

(ii) Beach Parking:

In addition to the nine spaces conveyed to the KICA on Ocean Marsh Road and the 110 spaces at the new Kiawah Island Beach Club

facility, the Property Owner commits to convey the following additional beach parking facilities inside and east of the Vanderhorst Gate:

> Property Owner shall improve with coquina shell or better and any landscaping it deems tasteful and appropriate, a 30 space parking area generally seaward of The Ocean Course clubhouse (the "Ocean Course Parking Area") for restricted use during daylight hours from June 1 through September 21 and from November 1 through March 1, except during tournaments or special events within 6 months of an official request from the Town to do so (the "Completion Date"); provided, however, that such request will not be made until after June 30, 2004. The parking spaces created as aforesaid and access road thereto shall be on land over which the Property Owner has an easement or other rights and privileges. This parking area, with accompanying rights for daytime parking, shall be conveyed to KICA by such method as the Town and Property Owner agree no later than one (1) month following the Completion Date ("The Conveyance Date").

(2) Item (2) of the Fifth and Sixth Amendments are amended to provide that the following paragraph shall be inserted as the second paragraph of Section 15(a)(*ii*):

> Notwithstanding any other provision of the Development Agreement to the contrary, the Town and Property Owner agree that the proposed physical location of the Ocean Course Parking Area and the access road leading thereto from Ocean Course Drive may be relocated to accommodate renovations and/or improvements to The Ocean Course, so long as (i) Property Owner, the Town, and KICA agree in writing to the proposed new location and configuration of the proposed Ocean Course Parking Area and access road; (ii) the legal issues involved in such a relocation are acceptable to Property Owner, the Town, and KICA, including, without limitation, the form and content of all legal documents necessary to accomplish such relocation; and (iii) the construction of the relocated Ocean Course Parking Area can be completed and the same conveyed to KICA with in the required time frames, and at no expense to KICA.

(3) Item (3) of the Sixth Amendment is amended so as to provide as follows:

Until the Conveyance Date, the Ocean Course Golf Club, LLC ("OCGCL"), as successor by merger to The Ocean Course Golf Club, Ltd hereby licenses the use to KICA of thirty (30) parking spaces (the "Temporary Parking Spaces") to be located within or adjacent to the existing parking lot for the Ocean Course Golf Course in the area generally shown on the graphic attached as Exhibit A to the Sixth Amendment, for use by KICA members for beach parking during daylight hours on a year round basis. The OCGCL shall have the right to restrict this license as may be necessary during tournaments or special events. The Temporary Parking Spaces shall have an appropriate sign(s) or marking(s) that is approved by KICA, OCGCL, and, if the General Covenants require, the Kiawah ARB. This license by OCGCL is conditioned upon KICA's maintaining the Temporary Parking Spaces and associated landscaping in a manner consistent with the overall landscaping of the Ocean Course Golf Course if the use of the site necessitates more maintenance than grass cutting and the routine upkeep which will be performed by OCGCL. This maintenance responsibility of KICA does not include the obligation to install the landscaping or to cut the grass. If KICA fails to properly maintain the Temporary Parking Spaces and associated landscaping, the license shall continue only if KICA reimburses the OCGCL for the reasonable cost of such maintenance incurred by it after KICA fails to perform such maintenance after notice from the OCGCL. On these same terms and conditions, the OCGCL also hereby grants to KICA for use by its members a license to walk across its property from the Temporary Parking Spaces to access the beach at a location to be designated by the OCGCL.

The OCGCL hereby licenses and grants to the Property Owner until the Conveyance Date, the same rights and privileges over the Temporary Parking Spaces as the Property Owner possesses for the site initially designated in the Agreement for the thirty (30) Ocean Course beach parking spaces. The OCGCL also hereby licenses and grants to the Property Owner for use by its agents, employees, and permitees a license to walk across its property from the Temporary Parking Spaces to access the beach at a location to be designated by the OCGCL.

The OCGCL agrees to use diligence and good faith efforts to identify a suitable alternative permanent location for Ocean Course beach parking that meets the requirements of the Agreement, as amended,

to be submitted to the Town, Property Owner, and KICA for review and approval. This alternative location shall provide Property Owner with the same rights and privileges as the Property Owner possesses for the site initially designated in the Agreement for the thirty (30) Ocean Course beach parking spaces.

(4) The OCGCL hereby becomes a party to the Agreement solely as relates to the rights, interests, and obligations set forth in Item 3 of this Eighth Amendment to the Agreement.

All other terms, conditions, and provisions of the Agreement, as expressly modified by the First, Second, Third, Fourth, Fifth, Sixth, Seventh and this Eighth Amendment thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, this Eighth Amendment to the Development Agreement has been executed by the Parties on the dates shown below.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

TOWN OF KIAWAH ISLAND (Town)
(SEAL)

By: _____
William G. Wert, Mayor

Attest: _____
Pat Wallis, Clerk of Council

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(Property Owner)

By: D&W Investments, Inc.,
(a South Carolina corporation)
(CORP. SEAL)
211 King Street, Suite 300
Charleston, SC 29401
Its: General Partner

By: _____
Charles P. Darby, III
Its: President

AND

By: TWD Investments, LLC
(a South Carolina limited liability company)
(CORP. SEAL)
211 King Street, Suite 300
Charleston, SC 29401
Its: General Partner

By: _____
Charles P. Darby, III
Its: Manager

SOLELY AS TO ITEM 3 HEREIN:

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

THE OCEAN COURSE GOLF CLUB, LLC,
as successor by merger to The Ocean Course
Golf ~~Course~~ Club, Ltd. (Corp. Seal)

By: _____
Beverley W. Armstrong

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE (Town)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named TOWN OF KIAWAH ISLAND, by William G. Wert, its Mayor, and Pat Wallis, its Clerk of Council, sign and seal the within written EIGHTH AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of TOWN OF KIAWAH ISLAND deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this

28th day of May, 2003.

(SEAL)
Notary Public for South Carolina
My Commission Expires: 3-7-2004

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE (Property Owner - D&W)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named KIAWAH RESORT ASSOCIATES, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles P. Darby, III, its President, sign and seal the within written EIGHTH AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Dana C. Bryant

SWORN to before me this

5th day of June, 2003.

(SEAL)
Notary Public for South Carolina
My Commission Expires: 1-19-11

9

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE (Property Owner - TWD)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named KIAWAH RESORT ASSOCIATES, L.P., by TWD Investments, LLC., a South Carolina limited liability company, its General Partner, by Charles P. Darby, III, its Manager, sign and seal the within written EIGHTH AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Brian C. Bryant

SWORN to before me this

5th day of June, 2003.

(SEAL)
Notary Public for South Carolina
My Commission Expires: 1-19-11

COMMON WEALTH OF VIRGINIA)
)
CITY OF RICHMOND)

PROBATE
(The Ocean Course Golf Club, LLC)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named The Ocean Course Golf Club, LLC, as successor by merger to The Ocean Course Golf Club, Ltd. by Beverley W. Armstrong, its President, sign and seal the within written EIGHTH AMENDMENT TO THE DEVELOPMENT AGREEMENT, and as the act and deed of the corporation deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this

16th day June, 2003.

(SEAL)
Notary Public for Virginia
My Commission Expires: 2/28/03

Richard M. Socha
89 Broad St.
Chas. SC
29401

CFPSI

LB
ok. mms

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

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**NINTH AMENDMENT TO THE
DEVELOPMENT AGREEMENT
BY AND BETWEEN
KIAWAH RESORT ASSOCIATES, L.P. AND
THE TOWN OF KIAWAH ISLAND**

WHEREAS, the Town of Kiawah Island (the "Town") and Kiawah Resort Associates, L.P. ("Property Owner"), respectively referred to as Town and Property Owner, entered a Development Agreement effective September 26, 1994 (the "Agreement") (recorded in the RMC Office for Charleston County at Book J248, Page 001); and

WHEREAS, the Town and the Property Owner entered and recorded the First Amendment to the Agreement in the RMC Office for Charleston County at Book L271, Page 790; and

WHEREAS, the Town and the Property Owner entered and recorded the Second Amendment to the Agreement in the RMC Office for Charleston County at Book J283, Page 880; and

WHEREAS, the Town and the Property Owner entered and recorded the Third Amendment to the Agreement in the RMC Office for Charleston County at Book G313, Page 115; and

WHEREAS, the Town and the Property Owner entered and recorded the Fourth Amendment to the Agreement in the RMC Office for Charleston County at Book F340 , Page 484; and

WHEREAS, the Town and the Property Owner entered and recorded the Fifth Amendment to the Agreement in the RMC Office for Charleston County at Book H348 , Page 374; and

WHEREAS, the Town and the Property Owner entered and recorded the Sixth Amendment to the Agreement in the RMC Office for Charleston County at Book L378, Page 232; and

WHEREAS, the Town and the Property Owner entered and recorded the Seventh Amendment to the Agreement in the RMC Office for Charleston County at Book J 434 Page 710; and,

WHEREAS, the Town and the Property Owner entered and recorded the Eighth Amendment to the Agreement in the RMC Office for Charleston County at Book K 463, Page 59; and,

WHEREAS, KRA and the Town desire to amend the building development standards in the Agreement to implement specific guidelines in instances where an owner of real property combines Lots and/or abandons adjoining Lot lines, and intends to construct Dwelling Unit(s) on those combined Lots; and

WHEREAS, the Town and the Property Owner desire to amend the Agreement in accordance with §22 thereof;

NOW, THEREFORE, in return for the mutual promises herein and other valuable consideration, the Town and Property Owner agree to, and do hereby amend, the Agreement as follows:

The following are added as additional provisions at the end of the Sections 13.B.1. (c) and 13.C.1.(c), "Building Development Standards" for the Undeveloped and Developed Lands, respectively:

Notwithstanding anything else in this Agreement:

MULTIPLE LOT COMBINATION PARCELS

HOUSE SIZE LIMITATIONS:

1. Effect.

   In the event that, subsequent to the enactment of this Amendment, an existing Single Family Detached Dwelling constructed on a multiple Lot combination parcel is destroyed by natural disaster or is voluntarily demolished or remodeled, the prior existing Single Family Detached Dwelling may be constructed, repaired, or remodeled so as to allow the structure to maintain its original footprint and heated habitable area or the heated habitable area as allowed in Table 2, if greater.

2. Applicability.

   The standards of the Amendment shall apply to all Single Family Detached Dwelling Development on multiple Lot combination parcels.

3. Lot Standards.

The following Dwelling Unit size limitations and Lot standards shall apply to Single Family Detached Dwelling Development. These unit size limitations and Lot standards are listed in Table 2.

A. For any vacant multiple Lot combination parcel existing at the time of this Amendment (excepting those multiple Lot combination parcels provided forth in Sections 5 and 6) or created subsequently thereto the Lot standards set for in Table 2 below shall apply.

Table 2: Multiple Lot Combination Parcels Standards and Maximum Dwelling Unit Sizes

Highland Lot Size (SF) (2)	Maximum Dwelling Unit Size (Heated SF) (1)	Maximum Lot Coverage (7)	Lot Depth in Feet	Lot Width in Feet (3) (4)	Minimum Setbacks (Feet) (5) (6)			Maximum Height in Stories/Feet
					Front Yard	Side yard	Rear Yard	
<6,000	4,500	50%	90	40	15	7	10	2.5/35
6,000-7,999		50%	90	50	20	7	15	2.5/40
8,000-13,999		40%	100	75	25	15	20	2.5/40
14,000-19,999	5,500	33%	100	100	30	20	30	2.5/40
20,000-29,999	6,500	33%	100	100	30	20	30	2.5/40
30,000-39,999	7,500	33%	100	100	30	20	30	2.5/40
40,000-49,000	8,500	33%	100	100	30	20	30	2.5/40
>50,000*	10,000	33%	100	100	30	20	30	2.5/40
Beachfront	12,000	33%	100	100	30	20	30	2.5/45

Note: Except Beachfront.

Notes for Table 2:

1. Maximum Dwelling Unit size is heated square footage.
2. Highland Lot area (square feet) must be confirmed by a registered surveyor prior to issuing a permit for Dwelling Unit and/or Lot standards.
3. For Lots on cul-de-sacs or similar circumstances, the minimum width shall apply at the front yard setback line. Cul-de-sac Lots shall have a minimum width of 25 feet at the street line.
4. The minimum width of any flag Lot may be reduced to 20 feet along the "pole" position of said Lot, provided that the minimum width specified in the table is provided at the front building setback line
5. A minimum of 15 feet must be provided between structures and along the street side yard of a corner Lot.
6. The minimum setback requirements shall be increased to 30 feet from any Lot parcel boundary, which abuts a golf course, lagoon, or marsh.
7. Lot coverage is defined as the total percentage of surface area covered by buildings, all structures that in whole or in part rise 3 feet or higher above grade, impervious and pervious driveways and walkways, and other paved areas; divided by total highland Lot area.

4. Requests for Dwelling Unit Size Increases

Property owners may request from the Town and ARB an increase in Dwelling Unit size by going through the special exception process of the Town as provided for in Section 12A-506 of the Code of Ordinances of the Town, and any process required by the ARB provided the following are considered:

i. The parcel size shall be 10,000 square feet or larger;

ii. The following standards may apply, on a case-by-case basis:

a. Increased side setbacks:

The range for increased side setbacks shall be from 25 percent to 50 percent larger than the required setback;

b. Roof height within fifty (50) feet of any side yard Lot line shall be limited to a maximum of 1.5 habitable floors; and

c. Up to 25% heated SF size increase can be allowed to the applicable heated square foot numbers in Table 2. If the mass and roof line of the structure is divided into two or more components.

5. Grandfather Provision

This Amendment shall not apply to any vacant multiple Lot combination parcel existing on the effective date of this Amendment provided a building permit for residential construction is obtained within 180 days from the effective date of this Amendment.

6. Exception

Notwithstanding the foregoing, the standards of this Amendment shall not apply to any vacant multiple Lot combination parcel within the Undeveloped Lands that is comprised of Lots that have never been sold to Type A Members, but only if none of the Lots Adjacent to the vacant multiple Lot combination parcel that have been sold to Type A Members has a house constructed on it and none has proposed construction plans that have been submitted to the ARB for review.

All other terms, conditions, and provisions of the Agreement, as expressly modified by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, this Ninth Amendment to the Development Agreement has been executed by the Parties on the dates shown below.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Alan B Harvey

Karen Anders

TOWN OF KIAWAH ISLAND (Town)
(SEAL)

By: _____
William Wert, Mayor

Attest: Patricia Wallis
Patricia Wallis, Clerk of Council

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(Property Owner)

By: D&W Investments, Inc.,
(a South Carolina corporation)

(CORP. SEAL)

211 King Street, Suite 300
Charleston, SC 29401
Its: General Partner

By: _____
Charles P. Darby, III
Its: President

AND

By: TWD Investments, LLC
(a South Carolina limited liability company)

(CORP. SEAL)

211 King Street, Suite 300
Charleston, SC 29401
Its: General Partner

By: _____
Charles P. Darby, III
Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT
(TOWN)

THE FOREGOING INSTRUMENT was acknowledged before me by the TOWN OF KIAWAH ISLAND, by William Wert, its Mayor, and Patricia Lucas its Clerk of Council, this 20th day of April, 2005.

Allen B Harvey (SEAL)
Notary Public for South Carolina

My Commission Expires: 3-18-2014



7

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT
(Property Owner - D&W)

THE FOREGOING INSTRUMENT was acknowledged before me by KIAWAH RESORT ASSOCIATES, L.P., by D&W Investments, Inc., (a South Carolina corporation), its General Partner, by Charles P. Darby, III, its President, this 9th day May, 2005.

_____ (SEAL)
Notary Public for South Carolina
My Commission Expires: 1-19-11

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT
(Property Owner - TWD)

THE FOREGOING INSTRUMENT was acknowledged before me by KIAWAH RESORT ASSOCIATES, L.P., by TWD Investments, LLC, (a South Carolina limited liability company), its General Partner, by Charles P. Darby, III, its Manager, this 9th day May, 2005.

_____ (SEAL)
Notary Public for South Carolina
My Commission Expires: 1-19-11

Beth Nieman
Kiawah Dev.

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

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LTV

Kiawah Island.

return to

KIAWAH DEVELOPMENT PARTNERS, INC.
2 North Adger's Wharf
Charleston, SC 29401

Elisabeth F. Nimmons
Legal Development Manager

(843) 958-8472
(843) 577-9585 fax
bnimmons@kiawahisland.com
www.kiawahisland.com

VOLUME I

EXHIBITS TO DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF KIAWAH ISLAND, SC AND KIAWAH RESORT ASSOCIATES, L.P.

EXHIBITS 1.1 THROUGH 16.6

SEPTEMBER 26, 1994

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EXHIBITS

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ERRATA SHEET FOR
EXHIBITS TO
DEVELOPMENT AGREEMENT

Exhibit 1.3
Shall be revised to reflect the entirety of Parcels 12 and 13 extending to the SCCC Baseline and to depict Parcels 51, 52, and 53 (as designated on 13.2)

Exhibit 4.1
Shall be amended to add as No. 57, Parcel 52 (91 Surfsong -- Earle E. Long Trust property), and as No. 58, Parcel 53 (189 Bally Bunion -- The Beach Company property).

Exhibit 10.1
Shall be amended to add the sentence "A copy of the traffic count data shall be timely provided to the Property Owner" at the end of the first paragraph of subparagraph (2). Also, "and" shall be replaced with "or" on the second line, first full paragraph of continuation page.

Second page, third paragraph, at end, "in either direction".

Exhibit 13.1
Note 7, to be amended to delete "3 years" and replace with "18 months from date of occupancy."

Exhibit 13.2
The third paragraph shall reflect the addition of Parcels 52, 91 Surfsong, and 53, 189 Bally Bunion, with (1) R-1; (3) 2; (4) 1; (5) 0; (6) 1; (8) 2.5; and (9) 30.

Note 3 shall have the word "density" capitalized so as to denote a defined term. Eliminate "provided that the first ... structures from flooding."

Note 16 shall have the word "height" capitalized so as to denote a defined term.

Note 19 shall add Parcel 16 and delete parenthetical.

Exhibit 13.5
Shall be amended to add the parking requirements from Table 4E of the Zoning Code titled "Recreational - Private Golf Courses to Exhibit 13.5 retitled "Recreational - Private Clubs."

Exhibit 13.6
Note 4, last sentence, the word "on" is changed to "one."

Exhibit 13.7
Whenever Undeveloped Land becomes Developed Land the Kiawah Island Community Association, Inc. shall control.

Exhibit 13.9
Shall be modified so that the drawing corresponds with the table.

Exhibit 14.1
Shall be amended to remove the work "potential" and singularize "sites," and remove *, except in Parcel 40.

exhibit 15.5
Shall delete number "8."

Exhibit 18.1
Shall delete "May 1994" from title page.

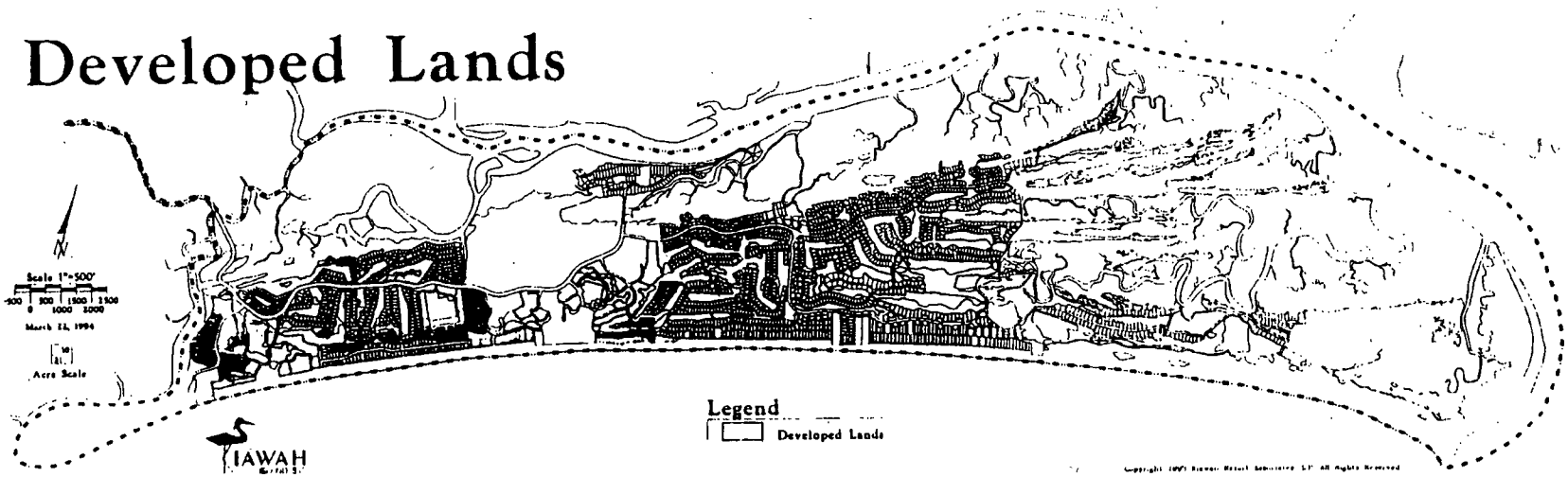
Section 9 shall be titled "Enforcement of Restrictions/Rhett's Bluff Landing."

Section 9.3 shall add "including depreciation" after "expenses."

BK J 240PG080

1596

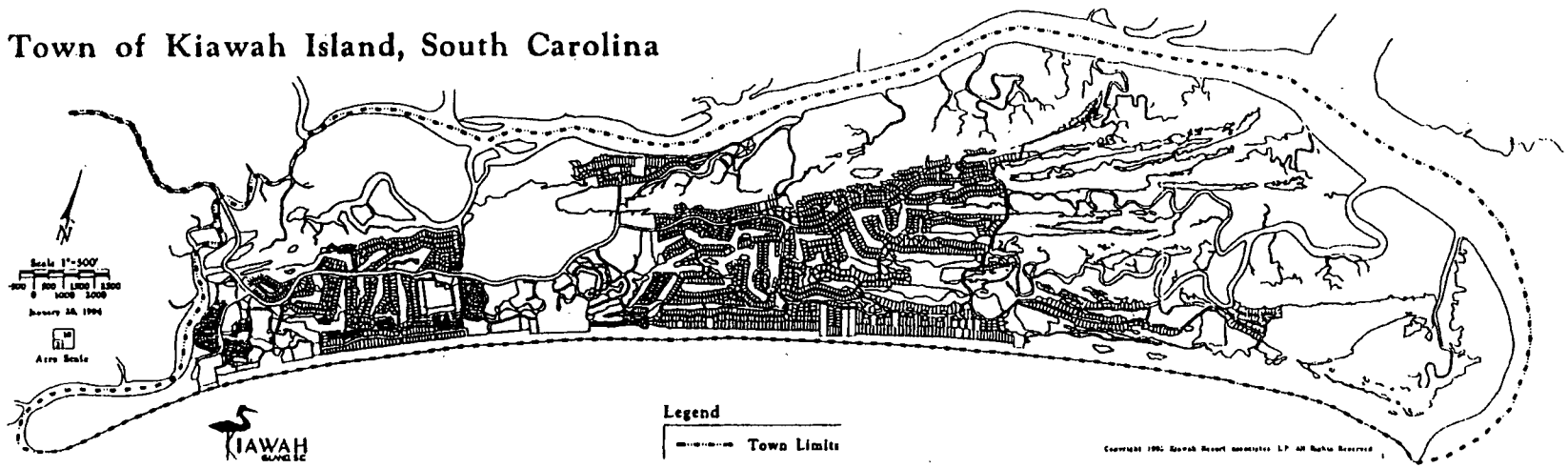
Developed Lands



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BK J 248PG081

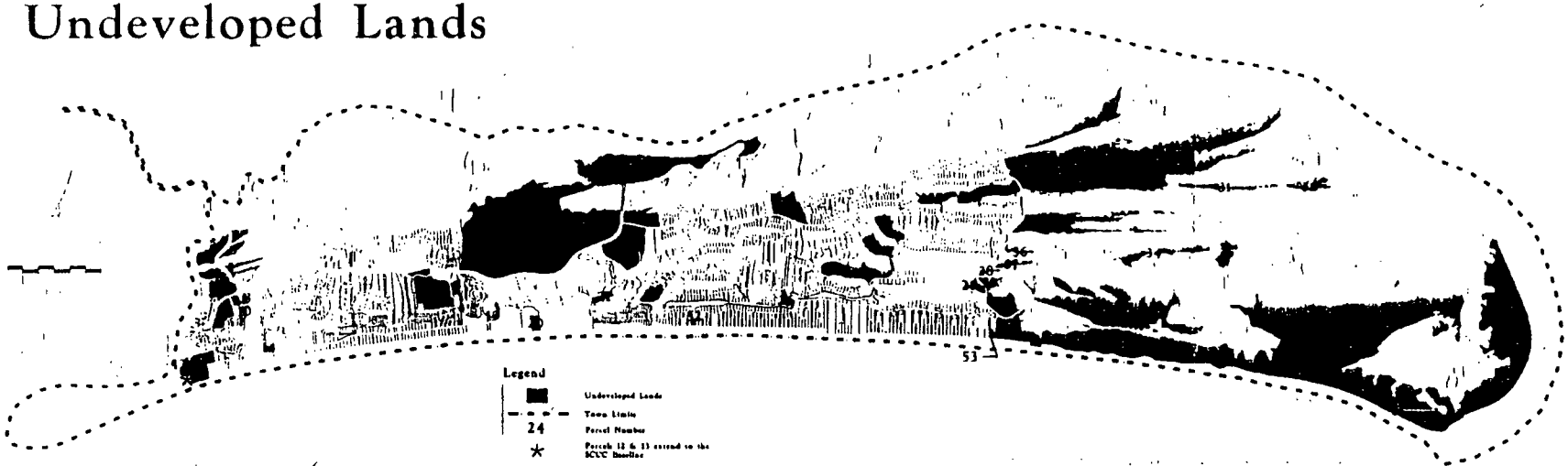
Town of Kiawah Island, South Carolina



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BK J 248PG082

Undeveloped Lands



1600

[redacted]

Exhibit 4.1 Real Property

1.	Parcel 1	Mingo Point
2.	Parcel 2	Mingo North
3.	Parcel 3	Mingo South
4.	Parcel 4	Little Rabbit
5.	Parcel 5	Little Rabbit North
6.	Parcel 6	Kiawah River Commons
7.	Parcel 7	Sales Center
8.	Parcel 8	Parkway Gate
9.	Parcel 9	Beachwalker Office Park
10.	Parcel 10	Marsh Point Residual
11.	Parcel 11	Beachwalker Lagoon
12.	Parcel 12	Beachwalker Park
13.	The area above M.H.W. at the western end of Kiawah Island known as Captain Sam's Spit.	
14.	Parcel 13	Beachwalker Ocean
15.	Parcel 14	The Straw Market
16.	Parcel 15	Utility Tract (exclusive of lands owned by V.I.T.)
17.	Parcel 16	Bass Pond
18.	Parcel 18	Captain Maynards
19.	Parcel 19	Heron Park Grille
20.	Parcel 20	East Beach Ocean
21.	Parcel 21	East Beach Lagoon
22.	Parcel 22	East Beach Interior
23.	Parcel 23	Governors Marsh
24.	Parcel 24	Ocean Green 2
25.	Parcel 25	Vanderhorst House
26.	Parcel 26	Flyway/Glen Abbey
27.	Parcel 27	Marsh Cove
28.	Parcel 28	Osprey Entry
29.	Parcel 29	Terrapin Island
30.	Parcel 30	Blue Heron
31.	Parcel 31	Eagle Point
32.	Parcel 32	Eagle Point
33.	Parcel 33	Falcon Point
34.	Parcel 34	Three Loons Island
35.	Parcel 35	Cormorant Island
36.	Parcel 36	Bufflehead Point
37.	Parcel 37	Club Cottage Lane
38.	Parcel 38	Osprey Finger
39.	Parcel 39	Marsh Cottage
40.	Parcel 40	Osprey Beach 3

#14723

Exhibit Real Property (cont.)

41. Parcel 42 Otter Island
42. Parcel 43 Cougar Island/Willet Island
43. Parcel 44 Bear Island
44. All lands between the oceanfront property lines of Type A members and the M.H.W. along the 10+ mile beachfront.
45. All lands above M.H.W. and below existing property lines of Type A members along marsh and creek fronts.
46. All lots, tracts, and parcels listed in the Kiawah Island Property Not for Sale Reference as of (date). (see attached list)
47. All lots listed in the Kiawah Island Property Availability Reference (company lots) as of (date). (see attached list)
48. Parcel 17 Rhett's Bluff
49. Parcel 45 Ocean Course
50. Parcel 46 Snowy Egret
51. Parcel 47 Whimbrell Road
52. Parcel 48 Piping Plover
53. Parcel 49 Goldeneye
54. Parcel 51 Bear Island Residual
55. Lowlands and marshland Exhibit 16.1
56. Miscellaneous Parcels: (Glossy Ibis mini-park, Marsh Island park, Canvasback Pond mini-park, and the Master leisure trail system shown in Exhibit 16.4)
57. Parcel 52 (91 Surfsong - Earle E. Long, Trust property)
58. Parcel 53 (189 Bally Bunion - The Beaach Company property)

#14723

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NEIGHBORHOOD	UNIT NUMBER	STREET NAME	HOLD DATE	LIST PRICE	AGENT	MINIMUM/ MAXIMUM	VIE
(414) Oceanwoods Homes							
OW421		Sea Lavender Court		65,000	KRA		Wood
OW422		Sea Lavender Court		65,000	KRA		Wood
OW423		Sea Lavender Court		65,000	KRA		Wood
(417) Oyster Rake							
OR530		Oyster Rake Drive		92,500	KRA	1500/1000 Mid-F/M	Fair
OR549		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Mars
OR550		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR551		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR552		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR553		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR554		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR555		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR556		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR557		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR558		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR559		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR560		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR561		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR562		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR563		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR564		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR565		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR566		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR567		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR568		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR569		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
OR570		Oyster Rake Drive		47,000	KRA	1200/800 Mid-W	Wood
(424) Rhett's Bluff Subdivision							
RI140		Shoalbred Court		530,000	KRA	2000/1500 Full	Rive
RI141		River Marsh Lane		530,000	KRA	2000/1500 Full	Rive
RI142		River Marsh Lane		565,000	KRA	2000/1500 Full	Rive
RI150		River Marsh Lane		535,000	KRA	2000/1500 Full	Rive
RI151		River Marsh Lane		530,000	KRA	2000/1500 Full	Rive
RI152		River Marsh Lane		525,000	KRA	2000/1500 Full	Rive
RI173		New Settlement Road		145,000	KRA	2000/1500 Full	Park
RI181		River Marsh Lane		140,000	KRA	2000/1500 Full	Wood
RI182		River Marsh Lane		130,000	KRA	2000/1500 Full	Woo

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COMPANY LOTS

NEIGHBORHOOD	UNIT NUMBER	STREET NAME	HOLD DATE	LIST PRICE	AGENT	MINIMUM/ MAXIMUM	VI
RI195		Rhett's Bluff Road		225,000	KRA	2000/1500 Full	Mars
(427)		Marsh Island Woods					
MI16		Sweetgrass Lane		75,000	KRA	1750/1300 Full	Wooc
MI28		Marsh Edge Lane		87,500	KRA	1750/1300 Full	Mars
(428)		Egret - Pintail					
EP90		Goldeneye Drive		265,000	KRA	1750/1300 Full	Lagc
EP93		Goldeneye Drive		204,000	KRA	1750/1300 Full	Lagc
EP94		Goldeneye Drive		190,000	KRA	1750/1300 Full	Lagc
EP181		Yellow Throat Lane		125,000	KRA	1500/1200 Full	Lagc
EP182		Belted Kingfisher Road		102,500	KRA	1750/1300 Full	Fair
EP197		Sanderling Court		77,500	KRA	1500/1200 Full	Wooc
EP206		Hornedgrebe Court		80,000	KRA	1750/1300 Full	Wooc
EP209		Yellow Throat Lane		80,000	KRA	1750/1300 Full	Wooc
EP216		Yellow Throat Lane		130,000	KRA	1750/1300 Full	Fair
EP223		Fish Hawk Lane		80,000	KRA	1750/1300 Full	Wooc
EP225		Kill-Dee Court		80,000	KRA	1750/1300 Full	Wooc
EP226		Kill-Dee Court		80,000	KRA	1750/1300 Full	Wooc
EP404		Snowy Egret Lane		100,000	KRA	2000/1500 Full	Lagc
EP406		Snowy Egret Lane		122,500	KRA	2000/1500 Full	Fair
EP408		Snowy Egret Lane		122,500	KRA	2000/1500 Full	Fair
EP410		Snowy Egret Lane		130,000	KRA	2000/1500 Full	Fair
EP414		Snowy Egret Lane		125,000	KRA	2000/1500 Full	Mars
EP415		Snowy Egret Lane		125,000	KRA	2000/1500 Full	Mars
EP416		Snowy Egret Lane		144,000	KRA	2000/1500 Full	Mars
EP417		Snowy Egret Lane		144,000	KRA	2000/1500 Full	Mars
EP418		Snowy Egret Lane		112,500	KRA	2000/1500 Full	Mars
EP419		Snowy Egret Lane		112,500	KRA	2000/1500 Full	Mars
EP420		Snowy Egret Lane		112,500	KRA	2000/1500 Full	Mars
EP422		Snowy Egret Lane		112,500	KRA	2000/1500 Full	Mars
EP563		Ruddy Duck Court		175,000	KRA	2000/1500 Full	Fair
EP565		Bufflehead Drive		167,500	KRA	2000/1500 Full	Fair
EP567		Whimbrel Road		150,000	KRA	2000/1500 Full	Fair
EP574		Whimbrel Road		175,000	KRA	2000/1500 Full	Fair
EP577		Whimbrel Road		150,000	KRA	2000/1500 Full	Fair
EP580		Whimbrel Road		125,000	KRA	2000/1500 Full	Fair
EP583		Whimbrel Road		125,000	KRA	2000/1500 Full	Fai

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COMPANY LOTS

NEIGHBORHOOD	UNIT NUMBER	STREET NAME	HOLD DATE	LIST PRICE	AGENT	MINIMUM/ MAXIMUM	VIE	F
EP585		Whimbrel Road		140,000	KRA	2000/1500 Full	Fair	
EP586		Piping Plover Lane		130,000	KRA	2000/1500 Full	Fair	
EP589		Piping Plover Lane		125,000	KRA	2000/1500 Full	Fair	
EP590		Piping Plover Lane		110,000	KRA	2000/1500 Full	Fair	
EP593		Piping Plover Lane		125,000	KRA	2000/1500 Full	Fair	
EP594		Piping Plover Lane		140,000	KRA	2000/1500 Full	Fair	
EP597		Piping Plover Lane		140,000	KRA	2000/1500 Full	Fair	
EP598		Piping Plover Lane		140,000	KRA	2000/1500 Full	Fair	
EP599		Piping Plover Lane		137,500	KRA		Fair	
EP600		Piping Plover Lane		135,000	KRA	2000/1500 Full	Fair	
EP601		Piping Plover Lane		135,000	KRA	2000/1500 Full	Fair	
EP602		Piping Plover Lane		130,000	KRA	2000/1500 Full	Fair	
EP603		Piping Plover Lane		140,000	KRA	2000/1500	Fair	
EP728		Virginia Rail Road		110,000	KRA	1750/1300 Full	Fair	
(429) Osprey Beach								
OB205		Sand Fiddler Court		1,000,000	KRA	2000/1500 Full	Ocea	
OB206		Sand Fiddler Court		1,000,000	KRA	2000/1500 Full	Ocea	
OB207		Sand Fiddler Court		1,000,000	KRA	2000/1500 Full	Ocea	
OB208		Sand Fiddler Court		1,000,000	KRA	2000/1500 Full	Ocea	
(430) Otter Island								
OI15		Ocean Course Drive		480,000	KRA	2000/1500 Full	Ocea	
OI16		Ocean Course Drive		480,000	KRA	200/1500 Full	Ocea	
OI17		Ocean Course Drive		480,000	KRA	2000/1500 Full	Ocea	
OI18		Ocean Course Drive		480,000	KRA	200/1500 Full	Ocea	
OI19		Ocean Course Drive		480,000	KRA	2000/1500 Full	Ocea	
OI20		Ocean Course Drive		480,000	KRA	2000/1500 Full	Ocea	
OI21		Ocean Course Drive		480,000	KRA	2000/1500 Full	Ocea	
OI22		Ocean Course Drive		480,000	KRA	2000/1500 Full	Ocea	
OI23		Ocean Course Drive		480,000	KRA	2000/1500 Full	Oce	
OI24		Ocean Course Drive		480,000	KRA	2000/1500 Full	Oce	
OI25		Ocean Course Drive		480,000	KRA	2000/1500 Full	Oce	
OI26		Ocean Course Drive		480,000	KRA	2000/1500 Full	Oce	
OI27		Ocean Course Drive		480,000	KRA	2000/1500 Full	Oce	
OI28		Ocean Course Drive		480,000	KRA	2000/1500 Full	Oce	
OI29		Ocean Course Drive		480,000	KRA	2000/1500 Full	Oce	
OI30		Ocean Course Drive		480,000	KRA	2000/1500 Full	Oce	

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KIAWAH ISLAND PROPERTY NOT FOR SALE REFERENCE

COMPANY LOTS

NEIGHBORHOOD	UNIT NUMBER	STREET NAME	HOLD DATE	LIST PRICE	AGENT	MINIMUM/ MAXIMUM	VIE
QI31		Ocean Course Drive					
QI32		Ocean Course Drive		480,000	KRA	2000/1500 Full	Ocear
QI33		Ocean Course Drive		580,000	KRA	2000/1500 Full	Ocear
QI35		Ocean Course Drive		580,000	KRA	2000/1500 Full	Ocear
QI36		Ocean Course Drive		595,000	KRA	2000/1500 Full	Ocear
QI44		Ocean Course Drive		625,000	KRA	2000/1500 Full	Ocear
QI48		Ocean Course Drive		220,000	KRA	2000/1500 Full	Marsh
(431)		Cougar Island		225,000	KRA	2000/1500 Full	Lagoc
CI100		Ocean Course Drive					
CI101		Ocean Course Drive		470,000	KRA	2000/1500 Full	Fair
CI102		Ocean Course Drive		470,000	KRA	2000/1500 Full	Fair
CI103		Ocean Course Drive		470,000	KRA	2000/1500 Full	Fair
CI104		Ocean Course Drive		470,000	KRA	2000/1500 Full	Fair
CI105		Ocean Course Drive		470,000	KRA	2000/1500 Full	Fair
CI106		Ocean Course Drive		470,000	KRA	2000/1500 Full	Fair
CI107		Ocean Course Drive		470,000	KRA	2000/1500 Full	Fair
CI108		Ocean Course Drive		470,000	KRA	2000/1500 Full	Fair
CI109		Ocean Course Drive		470,000	KRA	2000/1500 Full	Fair
CI110		Ocean Course Drive		470,000	KRA	2000/1500 Full	Fair
(438)		Osprey Fingers Subdivisio		470,000	KRA	2000/1500 Full	Fair
QF1		Club Cottage Lane					
QF2		Club Cottage Lane			KRA	1250/800	Mars
QF3		Club Cottage Lane			KRA	1250/800	Mars
QF4		Club Cottage Lane			KRA	1250/800	Mars
QF5		Club Cottage Lane			KRA	1250/800	Mars
QF6		Club Cottage Lane			KRA	1250/800	Mars
QF7		Club Cottage Lane			KRA	1250/800	Mars
QF8		Club Cottage Lane			KRA	1250/800	Mars
QF9		Club Cottage Lane			KRA	1250/800	Mars
QF10		Club Cottage Lane			KRA	1250/800	Mars
QF11		Club Cottage Lane			KRA	1250/800	Mars
(449)		Royal Subdivision			KRA	1250/800	Mars
RS1		Eugenia Avenue					
RS30		Eugenia Avenue		605,000	KRA		Wooc
RS91		David Street		80,000	KRA		Lagc
				130,000	KRA		Wooc

[redacted]

Exhibit 10.1: Traffic Mitigation

(1) Both the Property Owner and the Town are concerned with the accessibility of Kiawah Island and mobility thereon. Both understand the practical economies of staging the development of transportation facilities. Both are interested in the continuation of the enforceable agreement of PDD1a that would permit the developer a certain degree of flexibility in staging the development of transportation facilities, but require those facilities to meet certain performance standards.

This exhibit provides a set of such performance standards or criteria for the Kiawah River Bridge (Bridge) and the Island Parkway (Parkway). The standards are meant to maintain the performance of these facilities in terms of the volume of traffic thereon and the ratio of that volume to the maximum capacity of the facility. Critical traffic volumes and frequencies of their occurrence are used in accordance with paragraph (2) of this exhibit to specify the point at which Traffic Mitigation Plans and Traffic Mitigation Measures will be required.

As traffic volume on any Link of the transportation facilities approaches full capacity, it will become necessary to expand the capacity of that Link. Two important factors should be considered in deciding when Traffic Mitigation Measures are needed.

First, traffic on the Bridge and Parkway should not be required to fully reach capacity volumes before Traffic Mitigation Measures are mandated. Near Capacity Traffic Volumes will result in congestion, delay, and driving discomfort, which can be avoided if sufficient lead time is provided between the decision to build and the actual construction of Traffic Mitigation Measures. Traffic volumes should exceed only a specified percentage of capacity in order to require Traffic Mitigation Measures.

Second, infrequent peaking of traffic volumes at or near capacity due to special events or circumstances does not, alone, justify the expansion of the transportation facilities. Traffic volumes should approach capacity with a specific regularity in order to require Traffic Mitigation Measures.

The Property Owner agreed in PDD1a to (1) initially provide (a) two-lane roadway to the Island (24' paved width); (b) two-lane bridge over the Kiawah Creek (26' roadway); (c) one of the two-lane roadways of the Kiawah Island Parkway (24' paved width); and (d) set aside right-of-way for expansion of those facilities to four lanes. By this Agreement, Property Owner has been relieved only of the obligation to provide an additional two lanes for the entire length of the Bridge and Parkway. In lieu thereof, Property Owner shall provide Traffic Mitigation Measures approved by the Town whenever a specified traffic volume is reached. A phased construction process whereby the Property Owner will plan and provide approved Traffic Mitigation Measures is described in paragraph (3) of this exhibit.

(2) Traffic counts will be conducted by the Town on the Bridge and Parkway three (3) times per year in accordance with paragraph (3) of this exhibit. The traffic counts will be used to evaluate the existing traffic conditions during the summer peak and during time periods on each side of the peak season during the times specified in paragraph (3) of this exhibit. The exact time and date of the traffic counts are to be determined by the Town, but they shall not coincide with high publicity special events. Each traffic count will be conducted for a two-week period. A copy of traffic count data shall be timely provided to the Property Owner.

If for any three consecutive days during these count periods traffic volume for any peak hour exceeds 70 percent of peak hour capacity (defined herein as "Near Capacity Traffic Volume") of any Link of the Bridge or Parkway, the Property Owner will submit for Town approval (which approval shall not be unreasonably withheld) a Traffic Mitigation Plan for each affected Link. Traffic Mitigation Plans will propose Traffic Mitigation Measures which shall reduce traffic volume below Near Capacity Traffic Volume or increase roadway capacity for each affected Link.

Exhibit 10.1: (continued)

Upon Town approval of a Traffic Mitigation Plan, the Property Owner shall immediately begin construction of improvements or implement approved Traffic Mitigation Measures within six months. The Property Owner may submit Traffic Mitigation Plans and implement approved Traffic Mitigation Measures at any time prior to the above traffic conditions being reached.

Traffic Mitigation Measures include improvements and/or traffic management strategies to restore or maintain acceptable levels of service for a roadway Link or Links including, but not limited to: turn lane additions, acceleration/deceleration lanes, other road widening alternatives, vanpools, and alternatives to decrease traffic volume or increase roadway capacity.

For the purpose of determining when 70 percent of capacity is reached, peak hour capacity for each lane shall be (a) 1,700 vehicles per hour (VPH) for the existing Bridge and (b) 1900 VPH for the existing Parkway. Near Capacity Traffic Volume shall be 1,190 VPH for each lane for the existing Bridge and 1,330 VPH for each lane for the existing Parkway, with both of these volumes measured under conditions of free traffic flow, in either direction.

(3) Traffic counts will be conducted annually during the first two weeks of June (June 1-14), the second and third week of July (July 8-22) and the last two weeks of August (August 17-31) at each of the intersections along the Parkway and peak hour travel time runs will be conducted from the Parkway's intersection with Bohicket to its intersection with Governor's Drive. The traffic counts and travel time runs will be used to evaluate Near Capacity Traffic Volume during the summer peak and during periods on each side of the peak season. The data will be used to calibrate the NETSIM traffic simulation model for the Town.

The NETSIM model will be used to evaluate the impact of proposed development and mitigation measures on the capacity of the Parkway and Bridge between Bohicket Road and the Vanderhorst security gate. The NETSIM model network will be formed using data collected from an inventory of field observations, including: intersection spacing, intersection layout, peak hour turning movement counts, traffic counts and travel time studies throughout the Parkway and Bridge corridor. The network will be segmented into the following individual Links.

The NETSIM Simulation Model, developed and distributed by the Federal Highway Administration (FHWA), is the most recently developed simulation model available for the analysis of road network operations. The programs in the model allow the user to simulate not only the road network itself, but also the actual operating characteristics of individual vehicles such as vehicle acceleration, speed, length, etc. This allows the user to input the road width and traffic control at each intersection. The user can then take into account the differences between a traffic signal or a stop sign as well as the effects of specific signal phasing. The program also allows the user to identify for different types of vehicles (i.e., truck, bus, auto, etc.) the operating characteristics such as speed and acceleration and then determine whether vehicles in the simulation are free-flowing or queued. For the purposes of this Agreement, it allowed the user to analyze the effects of the signals along the Kiawah Island Parkway from Bohicket Road to Governor's Drive and the interaction between them.

Exhibit 10.1: (continued)

Link #	Link Description	Near Capacity Traffic Volume (VPH)
Link 1	Kiawah Island parkway/Bohicket Road to the Bridge.	1,330
Link 2	Kiawah Island Parkway/Beachwalker Drive Intersection including the potential commercial concentration between the Bridge and the General Store.	1,330
Link 3	Kiawah Island Parkway/Kiawah Beach Drive intersection	1,330
Link 4	Kiawah Island Parkway/Surf Watch Drive/Sea Marsh Drive intersection	1,330
Link 5	Kiawah Island Parkway/Green Winged Teal Road intersection.	1,330
Link 6	Kiawah Island Parkway/Sea Forest Drive intersection	1,330
Link 7	Kiawah Island Parkway/Park Lane Drive intersection.	1,330
Link 8	Kiawah Island Parkway/Sea Forest Drive (Conference Center) intersection.	1,330
Link 9	Kiawah Island Parkway/Green Dolphin Way.	1,330
Link 10	Kiawah Island Parkway/Governor's Drive intersection	1,330
Link 11	Kiawah Island Parkway Bridge	1,190

The above Links include specific intersections along the Parkway and allow the investigation of traffic flow characteristics for each localized area. Traffic flow interruptions for the security gates will be incorporated into the model, with regular model calibration to reflect actual traffic observations.

(4) The Property Owner shall be liable for implementing the approved Traffic Mitigation Plan and Traffic Mitigation Measures to ensure that the traffic on all Links of the network does not exceed the Near Capacity Traffic Volume; provided, however, that the Property Owner may include in the Traffic Mitigation Plan and Measures an identification of the land uses generating the increased traffic demand. To the extent that the Traffic Mitigation Plan identifies increased traffic generation from land uses and development other than that of the Property Owner, the Town will make all reasonable efforts to seek the participation of such third parties in the Traffic Mitigation Plan and Measures.

Exhibit 13.1: Table of Permitted Uses[1, 2, 3]

PRINCIPAL USES	RESIDENTIAL	COMMERCIAL	UTILITY
1. RESIDENTIAL USE			
10. Dwellings other than mobile homes		[4]	
101. Detached one-family dwellings	✓		
102. Attached dwellings	✓		
103. Two-family dwellings	✓		
104. Multi-family dwellings	✓		
105. Dwelling groups	✓		
11. Mobile homes			
12. Group quarters			
121. Rooming and boarding houses		✓	
122. Membership lodgings		✓	

[1] With the exception of Residential Use categories 10 and 11, Transportation, Communication and Utilities category 40, and Accessory Uses 0, land use numbers correspond to the Standard System for Identifying and Coding Land Use Activities from the Standard Land Use Code Manual. Checks (✓) indicate that the use may be permitted on a parcel designated for the marked use. Permitted uses are organized in a hierarchy based on the number of digits for the land use code. If a 2-digit number is checked, then all 3 and 4-digit uses in that category may be permitted. If a 2-digit code is not checked, then 3 and 4-digit uses in that category are not permitted unless specifically marked. Asterisks (*) indicate that a special use permit may be required.

[2] This exhibit is not intended to affect the continued use of land for previously approved purposes. These uses shall be considered prior non-confonning uses.

[3] Nothing in the following matrix on permitted uses shall supersede other requirements of the Development Agreement.

[4] Residential uses may be permitted on a commercial tract as part of a mixed use development specifically approved by the Town, as provided in ¶ 13.B.5.

PRINCIPAL USES	RESIDENTIAL	COMMERCIAL	UTILITY
123. Residence halls or dormitories		✓	
124. Retirement homes and orphanages		✓	
13. Migrant labor camps			
2 & 3 MANUFACTURING			
4. TRANSPORTATION, COMMUNICATION, UTILITIES			
40. Transportation, communication, utilities - general			
401. Transportation, communication and utility facilities which customarily use public rights-of-way or easements provided in subdivision plats as follows:			
4011. Pipe line above ground			
4019. All other	✓	✓	✓
41. Railroad, rail rapid transit and street railway transportation			
411. Railroad transportation			
412. Rapid rail transit and street rail transportation			
42. Motor vehicle transportation			
421. Bus transportation			
4213. Bus passenger terminals (intercity and local)			✓
422. Motor freight transportation			
429. Other motor vehicle transportation			
4291. Taxicab stand		✓	
43. Aircraft transportation			
431. Airports and flying fields			
4391. Heliports		✓	✓
44. Marine craft transportation			
46. Automobile parking	✓	✓	✓

PRINCIPAL USES	RESIDENTIAL	COMMERCIAL	UTILITY
47. Communication			
471. Telephone communication			
4711. Telephone exchange station			✓
4712. Telephone relay towers (microwave)[5]	✓[5]	✓	✓
4719. Other telephone communication, n.e.c.	See 4019	✓	✓
472. Telegraph communication			
4721. Telegraph message centers		✓	✓
4722. Telegraph transmitting and receiving stations (only)			✓
473. Radio communication			
4731. Radio broadcasting studios (only)			✓
4732. Radio transmitting stations and towers			✓
474. Television communication			
4741. Television broadcasting studios (only)			✓
4742. Televisions transmitting stations and relay towers			✓
48. Utilities			
481. Electric utility			
4811. Electric transmission			
4812. Right-of-way, n.e.c.	✓	✓	✓
4813. Electricity regulating substation	[6]	✓	✓
4816. Electricity maintenance facility			✓
482. Gas utility			

[5] Should require a special use permit in residential and commercial areas, provided towers don't include current telephone equipment used.

[6] Electricity regulating substation on Parcel 25 shall be considered a prior non-conforming use.

PRINCIPAL USES	RESIDENTIAL	COMMERCIAL	UTILITY
4821. Gas pipeline right-of-way n.e.c.			
4824. Gas pressure control station			
4826. Gas maintenance facilities			
4829. Gas utility, n.e.c.			
483. Water utilities			
4831. Water pipeline n.e.c.	✓	✓	✓
4832. Water treatment plants (purification)			✓
4833. Water storage		✓	✓
4835. Water pressure control station	✓	✓	✓
4836. Water maintenance facility			✓
4839. Water utilities, n.e.c.	see 4019	see 4019	✓
484. Sewage disposal			
4841. Sewage treatment plants			✓
4842. Sewage sludge drying beds			✓
4843. Sewage pressure control stations	✓*	✓	✓
49. Other transportation, communication and utilities, n.e.c.			
492. Transportation services and arrangements			
4921. Freight forwarding services			
4922. Packing and crating services			
4923. Travel arranging services		✓	
4924. Transportation ticket services		✓	
499. Other transportation, communications and utilities, n.e.c.			
5. TRADE			
51. Wholesale trade			

PRINCIPAL USES	RESIDENTIAL	COMMERCIAL	UTILITY
52. Retail trade - building materials, hardware and farm equipment			
5211. Lumber yards - retail			
5212. Building materials including precut lumber		✓	
522. Heating and plumbing equipment - retail			
523. Paint, glass and wallpaper - retail		✓	
524. Electrical supplies - retail		✓	
525. Hardware and farm equipment - retail			
5251. Hardware - retail		✓	
5252. Farm equipment - retail			
53. Retail trade - general merchandise			
531. Department stores -retail		✓	
532. Mail order house - retail		✓	
533. Limited price variety stores - retail		✓	
534. Merchandise vending machine operators (not including motor fuel) - retail		✓	
535. Direct selling organizations - retail		✓	
539. Other retail trade - general merchandise, n.e.c.		✓	
54. Retail trade - food		✓	
55. Retail trade - automotive, marine craft, aircraft and accessories			
551. Motor vehicles - retail			
552. Tires, batteries and accessories - retail			
553. Gasoline service stations		✓	
559. Other retail trade - automotive, marine craft and accessories, n.e.c.			
56. Retail trade - apparel and accessories		✓	
57. Retail trade - furniture, home furnishings and equipment		✓	

PRINCIPAL USES	RESIDENTIAL	COMMERCIAL	UTILITY
58. Retail trade - eating and drinking			
581. Eating places (excluding drive-in and drive-thru)		✓	✓
582. Cocktail lounge		✓•	
59. Other retail trade, n.e.c.			
591 Drug and proprietary - retail			
591.1. Same limited to 4,000 sq. ft. of floor area per establishment		✓	
592. Liquor - retail		✓	
593. Antiques and secondhand merchandise - retail			
5936. Secondhand automotive parts, accessories, batteries and tires			
5939. Antique stores, n.e.c.		✓	
594. Book and stationery - retail		✓	
595. Sporting goods and bicycles - retail		✓	
596. Farm and garden supplies - retail			
5961. Hay, grain and feeds - retail			
5962. Garden supplies - retail		✓	
5963. Nurseries and greenhouses - retail		✓	
5969. Other farm supplies - retail			
597. Jewelry - retail		✓	
598. Fuel and ice - retail			
5984. Ice - retail (excluding vending machines)		✓	
599. Other retail trade, n.e.c.			
5991. Florists - retail		✓	
5992. Cigars and cigarettes - retail		✓	
5993. Newspapers and magazines - retail		✓	

PRINCIPAL USES	RESIDENTIAL	COMMERCIAL	UTILITY
599. Other retail trade, n.e.c.			
5991. Florists - retail		✓	
5992. Cigars and cigarettes - retail		✓	
5993. Newspapers and magazines - retail		✓	
5994. Cameras and photographic supplies - retail		✓	
5995. Gifts, novelties and souvenirs - retail		✓	
5996. Optical goods - retail		✓	
5997. Convenience store, less than 5,000 sq. ft. gross		✓	
5999. Other retail trade, n.e.c. (Similar in character and impacts to permitted uses)		✓	
6. SERVICES			
61. Finance, insurance and real estate services		✓	
611. Model home real estate sales[7]	✓	✓	
62. Personal services			
621. Laundering, dray cleaning and dyeing services			
6211. Laundering, dry cleaning and dyeing services (except rugs)		✓	✓
6212. Linen supply and industrial laundry services			✓
6213. Diaper services			✓
6214. Laundering and dry cleaning (self-service)			✓
6215. Rug cleaning and repair services			✓
622. Photographic services (including commercial)		✓	
623. Beauty and barber services		✓	

[7] Model home real estate sales shall be considered a temporary use with a duration not to exceed eighteen (18) months from date of occupancy.

PRINCIPAL USES	RESIDENTIAL	COMMERCIAL	UTILITY
626. Hotels, tourist courts and motels		✓	
63. Business services			
631. Advertising services			
6311. Advertising services (general) not including advertising signs		✓	
6313. Advertising sign (a principal use)		✓*	
6319. Advertising services, n.e.c.		✓	
632. Consumer and mercantile credit reporting services; adjustment and collection services		✓	✓
633. Duplicating, mailing and stenographic services		✓	✓
634. Dwelling and other building services		✓	✓
635. News syndicate services		✓	✓
636. Employment services		✓	✓
637. Warehouse and storage services			
6379. Other warehousing and storage, n.e.c. (Similar in character and impacts to permitted uses)			✓
638. General storage space rental complex			✓
639. Other business services, n.e.c.			✓
64. Repair services			
641. Automobile repair and service (enclosed area only)			✓
649. Other repair services, n.e.c. (Similar in character and impacts to permitted uses)		✓	✓
65. Professional services			
651. Medical and other health services			

* Off-site advertising signs are subject to approval by the ARB and Planning Commission.

PRINCIPAL USES	RESIDENTIAL	COMMERCIAL	UTILITY
6511. Physicians' and dentists' offices		✓	
6512. Dental services		✓	
6513. Hospital, including medical laboratories			
6514. Medical and dental laboratories			
6516. Sanitariums, convalescent and rest home services		✓	
6517. Medical clinics - outpatient services		✓	
652. Legal services		✓	
659. Other professional services, n.e.c. (Similar in character and impacts to permitted uses)		✓	
66. Contract construction services			✓
67. Government services			
671. Executive, legislative and judicial functions		✓	
672. Protective functions and their related activities		✓	
673. Postal services		✓	
674. Correctional institutions			
675. Military bases and reservations			
68. Educational services			
681. Nursery and primary schools		✓	
682. Universities, colleges, junior colleges and professional schools			
683. Special training and schooling			
6831. Vocational or trade schools			
6832. Business and stenographic schools			
6833. Barber and beauty schools			
6834. Art and music schools			

PRINCIPAL USES	RESIDENTIAL	COMMERCIAL	UTILITY
6835. Dancing schools			
6836. Driving schools			
6837. Correspondence schools			
69. Miscellaneous services			
691. Religious activities			
6911. Churches, synagogues and temples[9]		✓	
692. Welfare and charitable services			
699. Other miscellaneous services, n.e.c.			
6991. Business associations		✓	
6992. Professional membership organizations		✓	
6993. Labor unions and similar labor organizations		✓	
6994. Civic, social and fraternal associations, private clubs[10]		✓	
6995. Day care center		✓	
7. CULTURAL, ENTERTAINMENT AND RECREATIONAL			
71. Cultural activities and nature exhibitions			
711. Cultural activities			
7111. Libraries		✓	
7112. Museums		✓	
7113. Art galleries		✓	
712. Nature exhibitions			
7121. Planetaria			

[9] This use permitted on parcel 11 regardless of the use of the remainder of the parcel.

[10] Private clubs permitted in residential parcels 16, 41 and 45.

PRINCIPAL USES	RESIDENTIAL	COMMERCIAL	UTILITY
7122. Aquariums			
7123. Botanical gardens and arboretums		✓	
7124. Zoos			
719. Other cultural activities and nature exhibitions, n.e.c.			
7191. Historic and monument sites and buildings	✓	✓	
72. Public assembly			
721. Entertainment assembly			
7211. Amphitheaters			
7212. Motion picture theaters			
7214. Legitimate theaters			
722. Sports assembly		✓	
7221. Stadiums			
7222. Arenas and field houses			
7223. Race tracks			
723. Public assembly miscellaneous purposes		✓	
7231. Auditoriums			
7232. Exhibition halls			
729. Other public assembly, n.e.c.		✓	
73. Amusements			
731. Fairgrounds and amusement parks			
739. Other amusements, n.e.c. (Similar in character and impacts to permitted uses)		✓	
74. Recreational activities			
741. Sports activities	✓	✓	

PRINCIPAL USES	RESIDENTIAL	COMMERCIAL	UTILITY
742. Playgrounds and athletic areas	✓	✓	
743. Swimming areas (beaches and pools)	✓	✓	
75. Resort and group camps[11]			
76. Parks	✓	✓	
79. Other cultural entertainment and recreational activities, n.e.c.	✓•	✓•	
8. RESOURCES, PRODUCTION AND EXTRACTION			
81. Agriculture			
82. Agricultural-related activities			
821. Agricultural processing			
822. Animal husbandry services			
8221. Veterinarian services[12]		✓	
8222. Animal hospitals[12]		✓	
8223. Poultry hatcheries			
829. Other agricultural-related activities, n.e.c.			
83. Forestry activities and related services			
84. Fishing activities and related services			
85. Mining activities and related services			
89. Other resource, productions and extraction, n.e.c.			

[11] Only allow on Bear Island, Cougar Island, Mingo Point, Little Rabbit North, and Little Rabbit South.

[12] Limit to Andell tract.

PRINCIPAL USES	RESIDENTIAL	COMMERCIAL	UTILITY
0. ACCESSORY USES			
0020. Accessory structures	✓	✓	✓
0040. Accessory customary home occupations	✓		
0050. Accessory fallout shelters			
0060. Accessory fences, hedges and walls	✓	✓	✓
0110. Accessory residential unit			
0110.1. Accessory guest accommodations or living quarters for caretaker or servants	✓	✓	
0110.2. Accessory garage apartment	✓	✓	
0110.3. Accessory attached living quarters for caretaker or owner	✓	✓	
0110.4 Accessory mobile home for one (1) caretaker's quarters			
0110.5 Parsonage	✓		
0110.6 Cocktail lounge		✓	
0140. Accessory temporary mobile home park			
0461. Accessory storage of major recreational equipment		✓	✓
0463. Accessory garage or carport	✓	✓	✓
0465. Accessory off-street parking for a principal use permitted in the same district		✓	✓
0467. Accessory off-street parking for a principal use not permitted in the same district		✓	✓
0469. Accessory off-street loading facilities		✓	✓
0485. Accessory storage of refuse and waste	✓	✓	✓
0500. Accessory retail sales and personal services		✓	
0525. Accessory retail sales of allied products with floor area not exceeding 5,000 sq. ft.		✓	

PRINCIPAL USES	RESIDENTIAL	COMMERCIAL	UTILITY
0533.2. Accessory retail gasoline sales for retail food and convenience stores		✓*	
0575. Accessory road side stand for sales of vegetables and native craft products produced on the premises.			
0593. Accessory temporary sales		✓	
0599. Accessory sales or promotions of a temporary nature not to exceed 45 days		✓	✓
0615. Accessory real estate sales office, temporary	✓	✓	
0631. Accessory signs	✓	✓	✓
0660. Accessory construction facilities, temporary		✓	✓
0691. Temporary religious activities		✓	
0731. Accessory carnivals, circus or other temporary amusements		✓*	
0742. Accessory swimming pool	✓	✓	
0744. Private docks with 4 overnight moorings. Otherwise requires a special use permit.	✓	✓	
0749. Accessory playhouse, child's	✓		
0819. Accessory greenhouse	✓	✓	
0990. Accessory use, n.e.c.	✓	✓	✓

Exhibit 13.2: Parcel-Specific Development Standards

Parcel #	Parcel Description	Use Type (1)	Approx. Acres (2)	Maximum Gross Density (3)	Total Units (4)	Existing Units (5)	Cap on New Units (6)	Maximum F.A.R. w/ Transfer (7)	Height Stories/Feet (8)	Parcel Open Space (9)
1	Mingo Point	R-2, C	11.50	4	46	0	46	0.25	4/50	30
2	Mingo North	R-2, C	4.00	3	12	0	12	0.20	2.5/35	30
3	Mingo South	R-2, C	4.40	3	13	0	13	0.20	2.5/35	30
4	Little Rabbit	R-2, C	4.50	4	18	0	18	0.25	2.5/35	30
5	Rabbit North	R-2, C	6.20	3	19	0	19	0.20	2.5/35	30
6	Kiawah River Commons	R-2, C	6.16	6	37	0	37	0.25	4/50	30
7	Sales Center	C	2.37			0	0	0.25	4/50	30
8	Parkway Gate	C	1.20			0	0	0.25	2.5/35	30
9	Beachwalker Office Park	R-2,C	1.75	6	10	0	10	0.20(10)	4/50	30
10	Marsh Point Residual	R-2,C	0.66	6	4	0	4	0.20	2.5/35	30
11	Beachwalker Lagoon	R-3, C	9.44	10	94	0	94	0.25	4/50	30
12	Beachwalker Park	R-3, C (20)	8.70	12	104	0	104	0.20	6/70(16)	30
13	Beachwalker Ocean	R-3, C	19.50	12	234	0	234	0.20	6/70(16)	30
14	Strawmarket	C	1.19			0	0	0.25(10)	2.5/35	30
15	Utility Tracts	U	34.36			0	0	0.25	2.5/35(22)	30
16	Bass Pond	R-2, C (17)	289.60	3	869	0	869		4/50	40
17	Rhett's Bluff	R-1	64.22	1.5	96	83	13		2.5	40
18	Captain Maynards	R-1	11.38	1.5	17	6	11		2.5	40
19	Heron Park Grille	C	1.79		0	0	0	0.20(10)	2.5/35	40

Parcel #	Parcel Description	Use Type (1)	Approx. Acres (2)	Maximum Gross Density (3)	Total Units (4)	Existing Units (5)	Cap on New Units (6)	Maximum F.A.R. w/ Transfer (7)	Height Stories/Feet (8)	Parcel Open Space (9)
20	East Beach Ocean	R-3	3.10	12	37	0	37	0.25	6/70	30
21	East Beach Lagoon	R-3	3.30	8	40	0	40		4/50	40
22	East Beach Interior	R-2	33.22	6	199	0	199		4/50	40
23	Governor's Marsh	R-2	12.73	6	76	0	76		2.5	40
24	Ocean Green 2	R-2	6.04	6	36	20	16		2.5	40
25	Vanderhorst Mansion	R-1	18.34	1.5	28	11	17		(11)	50
26	Flyway/Glen Abbey	R-1	2.79	2	6	0	6		2.5	40
27	Marsh Cove	R-1	9.87	2	20	19	1		2.5	50
28	Osprey Entry	R-1	3.70	3	11	0	11		2.5	50
29	Terrapin Island	R-1	22.04	1	22	15	7		2.5	60
30	Blue Heron	R-1	278.30	2	557	0	557		2.5	50
31	Eagle Point	R-1	18.32	1.5	27	0	27		2.5	50
32	Eagle Point	R-1	14.96	1.5	22	0	22		2.5	50
33	Falcon Point	R-1	84.15	1.25	106	0	106		2.5	50
34	Three Loons Island	R-1	30.96	1	31	0	31		2.5	50
35	Cormorant Island	R-1	10.53	1	11	0	11		2.5	50
36	Bufflehead Point	R-2 (19)	4.93	4	20	0	20		2.5	50
37	Club Cottage Lane	R-2 (19)	8.20	4	33	11	22		2.5	50
38	Osprey Finger	R-2 (19)	3.79	4	15	0	15		2.5	50
39	Marsh Cottage	R-2 (19)	6.17	4	25	0	25		2.5	50
40	Osprey Beach 3	R-2	15.80	6	95	0	95		4/50	40
41	Osprey Beach 2	R-1, C	21.73	2	43	25	18	(12)	2.5/35	40

Parcel #	Parcel Description	Use Type (1)	Approx. Acres (2)	Maximum Gross Density (3)	Total Units (4)	Existing Units (5)	Cap on New Units (6)	Maximum F.A.R. w/ Transfer (7)	Height Stories/Feet (8)	Parcel Open Space (9)
42	Otter Island	R-1	109.10	1	109	100	9		2.5	50
43	Cougar Island	R-2 (21)	250.30	1.5	375	41	334		2.5	50
44	Bear Island	R-2 (21)		(13)			18			
45	Ocean Course	R-2, C (21)	180.67	(14)			20	(15)	2.5/35	
46	Snowy Egret	R-1	19.85	2	40	39	1		2.5	50
47	Whimbrell Road	R-1	9.76	2	20	20	0		2.5	50
48	Piping Plover	R-1	9.81	2	20	20	0		2.5	50
49	Golden Eye	R-1	16.53	2	33	20	13		2.5	50
50	Andell	C						(18)		
51	Bear Island Residential									
52	91 Surfsong	R-1		2	1	0	1		2.5	30
53	189 Balley Bunion	R-1		2	1	0	1		2.5	30

Notes Governing Exhibit 13.2, Parcel Specific Development Standards

1 Parcels with more than one use designation may be appropriate for either type of land use indicated in the above table. All uses shall comply with the appropriate standards for the use type as defined in this agreement. Development consisting of more than one use shall be subject to approval of the Town in accordance with ¶ 13.B.5. Mixed Use Development.

2 Acreage figures are approximate and may vary somewhat over time.

3 Gross Density equals the number of potential Dwelling Units (existing and future) divided by the gross residential acreage of the parcel above mean high water, excluding Fresh Water and Salt Water Wetlands. Gross Density limits are not intended to discourage or limit the development of higher density types or clusters of residences within a parcel; provided, however, that maximum density limits are used to establish an absolute cap on the total number of Dwelling Units on a parcel. The above maximum Densities can not be obtained for every parcel; as each parcel is platted or sold, the Property Owner shall clearly establish the maximum number of dwelling units which may be permitted on a parcel. In no instance shall the maximum number of Vested Units established after the execution of this agreement exceed 1,974. In the event that density is limited by physical constraints, a bridge permit or other regulatory constraint beyond the Town's jurisdiction, said limits are not intended to be superseded by this agreement.

4 The total number of single family Lots and non-single family Dwelling Units permitted in the parcel at maximum permitted densities.

5 The number of single family Lots with preliminary plat approval and the number non-single family dwelling units approved by the Town as of January 28, 1994.

6 The maximum number of Vested Units which may be approved on any one parcel, subject to the limit of 1,974 total Vested Units. The total for this column is 3,220 units, plus a total of 38 additional units on Bear Island and the Ocean Course. Where existing units are indicated in the previous column, resubdivision may be required prior to establishing any Vested Units.

7 Maximum floor area ratio (FAR) equals the building floor area divided by the non-residential or mixed use acreage above mean high water, excluding Fresh Water and Salt Water Wetlands. This column shows the maximum floor area ratio which may be developed on an individual parcel. In no event shall the total amount of non-residential development, exclusive of Hotel Rooms and Support Space, exceed 300,000 square feet for the Real Property.

8 No development shall exceed the maximum number of stories or the maximum height in feet listed in this column, subject to the bulk limitations described in ¶ 13.B.1.(e), provided however, that by reason of floodplain regulations, and the need for innovative design for view-shed and hurricane safety purposes, the absolute height limit on single family residences is forty-five (45) feet from Ground Floor Level. Listed height in feet applies to non-single family development.

9 Parcel open space as described in ¶ 13.B.4. of this Agreement, is the minimum percentage requirement of Pervious Coverage for a Parcel.

10 Existing development which is modified is subject to compliance with provisions of this Development Agreement.

11 Height of structures on this Parcel shall comply with Exhibit 13.3: Vanderhorst Height Limitations, attached hereto. No structure on this Parcel shall be higher than the eave height of the Vanderhorst Mansion.

12 Non-residential uses shall be limited to the Beach Club and associated uses, including dining, kitchen/food preparation areas, public lobby, meeting rooms, lounge, club administrative/ operations offices, service and mechanical areas, locker rooms, restrooms, retail store for beach/pool sundries and other uses normally associated with beach club operations and/or restaurant/snack bar facilities. Total building floor area for non-residential habitable structures on this Parcel not to exceed 25,000 square feet and shall be limited to the area designated on Exhibit 13.4.

13 See ¶ 16(d), *infra*.

14 Up to 20 dwelling units may be permitted in the area to the west of the Ocean Course Club House shown in Exhibit 13.4.

15 Non-residential uses shall be limited to the Ocean Course Country Club and associated uses, including dining, kitchen/food preparation areas, public lobby, meeting rooms, lounge, club administrative/operations offices, service and mechanical areas, locker rooms, restrooms, retail store for beach/pool sundries and other uses normally associated with golf club operations and/or restaurant/snack bar facilities. Total building floor area for non-residential habitable structures on this Parcel shall not exceed 25,000 square feet.

16 This Height may be permitted for hotel development on Parcel 13 only if Parcel 12 is permanently reserved or dedicated for open space/recreational purposes, otherwise the Height shall be limited to four (4) stories and a maximum of fifty (50) feet.

17 Non-residential uses shall be limited to golf country club uses including golf pro shop, tennis pro shop, locker rooms, restrooms, dining, kitchen/food preparation, public/lobby area, meeting rooms, lounge, swimming pool, tennis courts, golf course, practice range, maintenance facilities, club administrative/operations offices, service and mechanical areas, maintenance and other uses normally associated with golf country club operations. Total building floor area for non-residential habitable structures on this Parcel shall not exceed 40,000 square feet for club operations and 15,000 square feet for golf course/grounds maintenance.

18 Commercial allowance for Parcel 50 shall not be applied to the overall limit established in ¶ 13.B.2(6).

19 Currently there are three residential housing structures used by guests of Property Owner and/or Kiawah Island Club, Inc., and located on Parcel 37. The Property Owner agrees on behalf of Kiawah Island Club, Inc. that the Club will not lease more than 20 such housing structures, including those currently existing at any one time, and further agrees that these structures will be limited to Parcels 16, 36, 37, 38 and 39.

20 Development subject to provisions of ¶ 16(h).

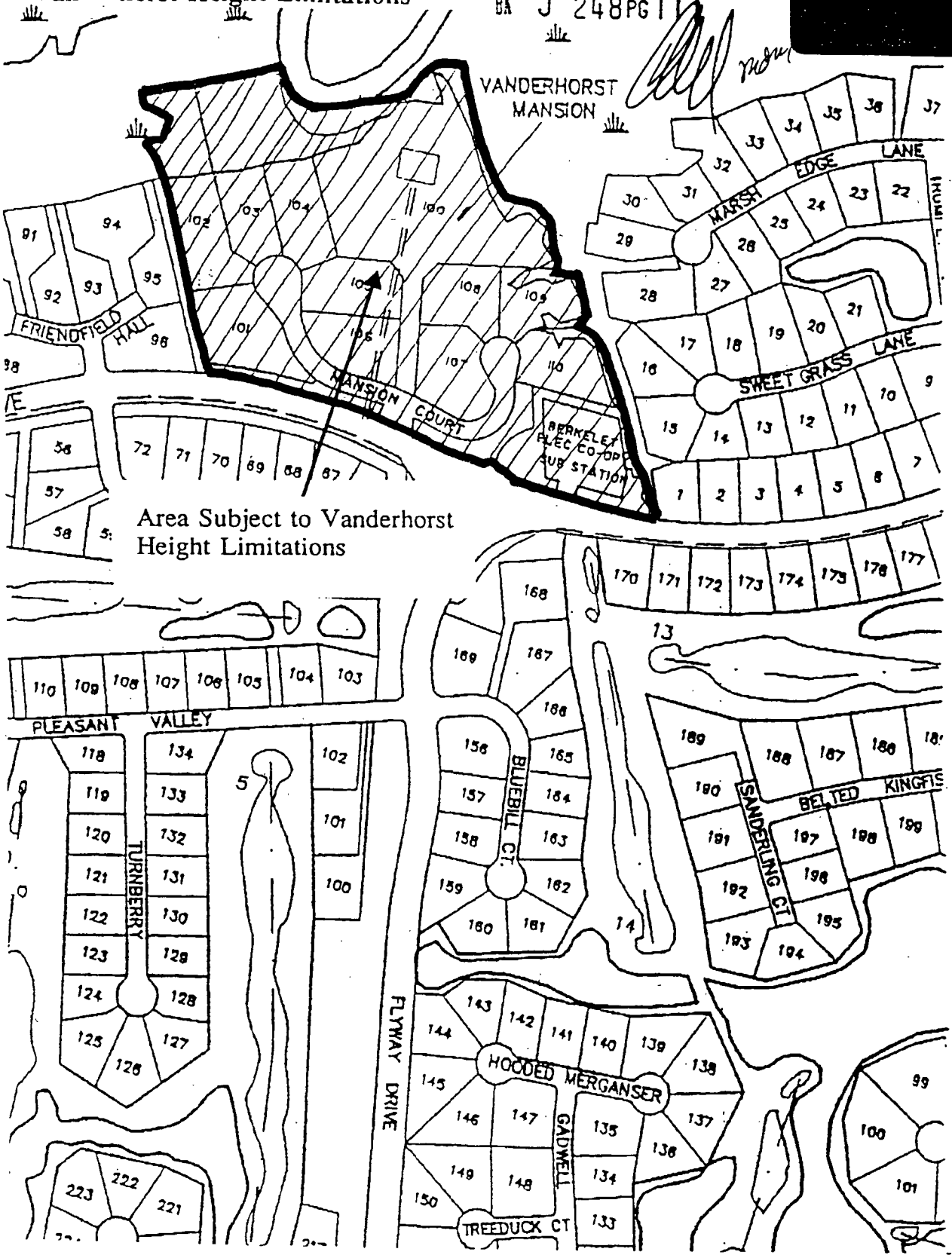
21 Dwelling unit types limited to single family detached units, including patio homes and zero Lot line developments.

22 Height provision for towers and non-habitable utility structures shall be as provided in ¶ 13.B.3.(d).

23 Access to East Beach Interior is limited to Green Dolphin Way and Turtle Point Lane. Existing tunnel connection between Parcels 16 and 22 to remain.

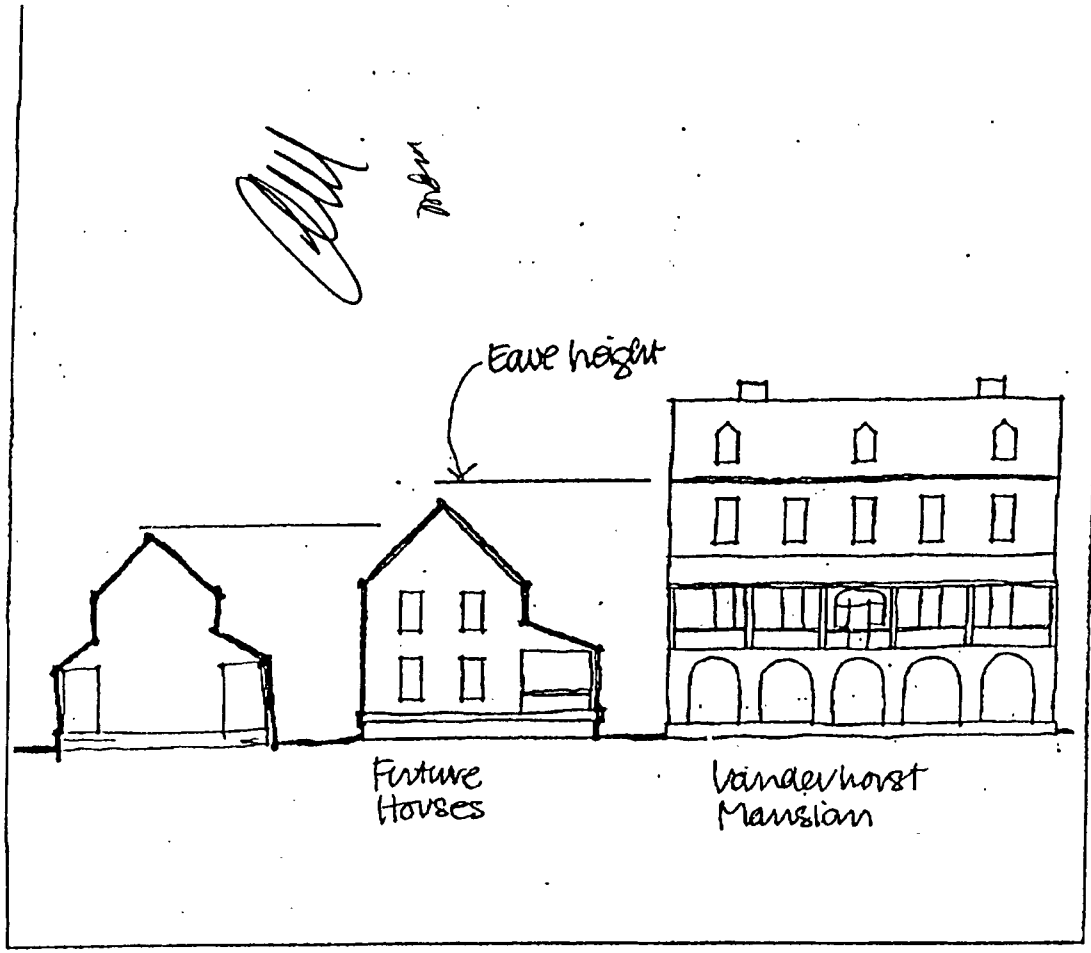
Vanderhorst Height Limitations

BK J 248PG 11



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OR J 248PG 112



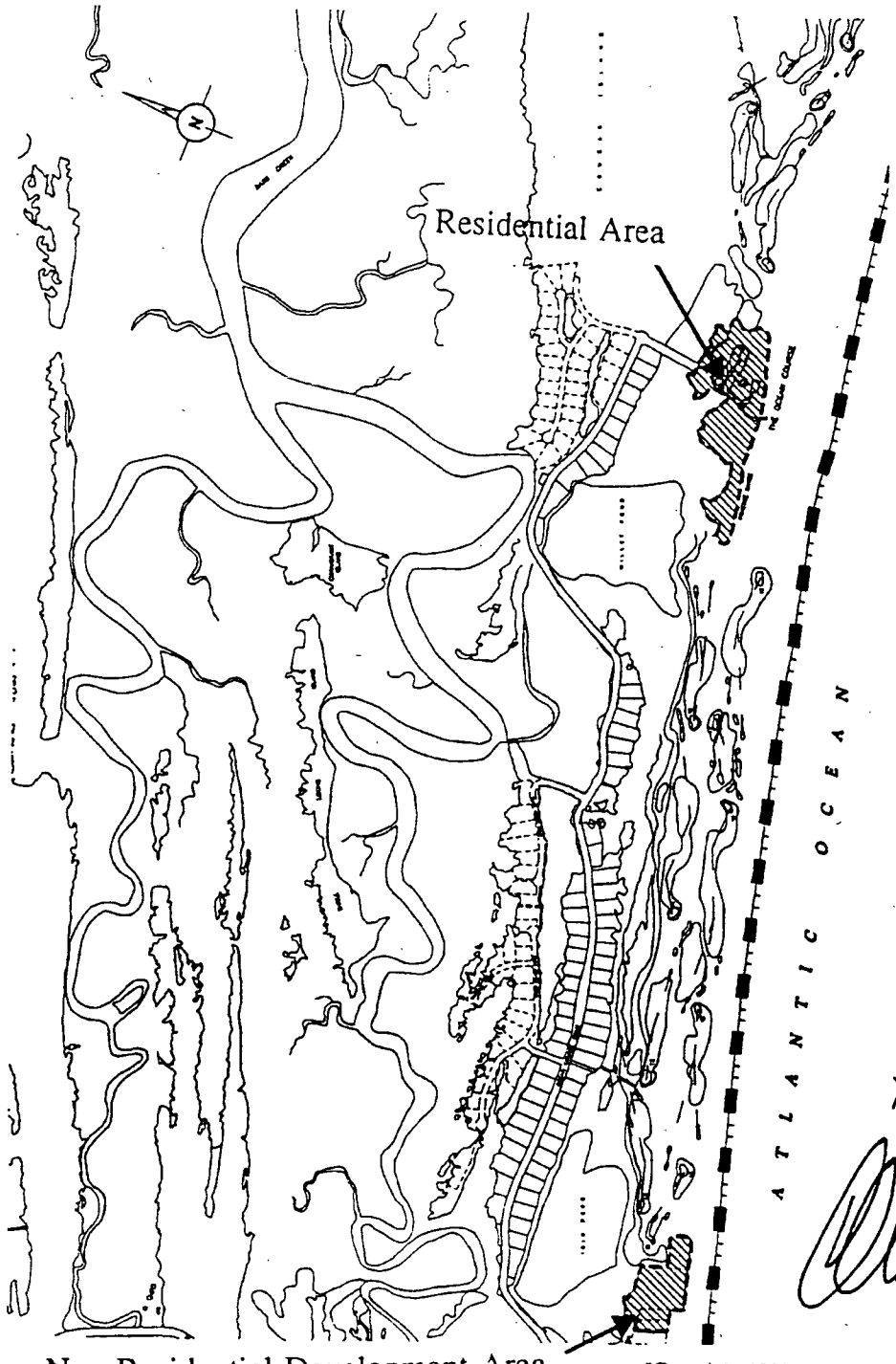
BUILDING HEIGHT

The scale and massing of the homes should not compete with the Vanderhorst Mansion

MAXIMUM HEIGHT

Main House height shall not be higher than the eave height of the Vanderhorst Mansion

Ocean Course Residential Area &
Beach Club Non-Residential Development Area



"Copyright 1993 Kiawah Resort Associates, L.P. All Rights Reserved."



Exhibit 13.5: Off-Street Parking Requirements

Type of Development	Required # of Parking Spaces
Residences	
Single Family Detached	2 spaces per D/U
Duplex	2 spaces per D/U
Multiple-Family	1.5 spaces per efficiency or 1 BR dwelling unit*
	1.75 spaces per 2 or 3 BR D/U*
	2 spaces per 4 or more BR D/U*
Hotels	
Guest Rooms	1.25 spaces per room
Other Uses *	50% of parking required for other uses
Conference Area (Part of Hotel Structure)	1 space per 4 persons allowed under maximum occupancy
General Office	1 space per 300 square feet of GLA
Real Estate Sales/Leasing	1 space per 100 square feet of GLA
Doctor/Dentist Office	1 space per 100 square feet of GLA
Retail/Service	1 space per 250 square feet of GLA
Restaurant	1 space per 100 square feet of GLA
Religious Activities	1 per 50 square feet of assembly area
Public Assembly	1 per 50 square feet of assembly area
Convention Center ** (not accessory to hotel)	1 per 4 persons allowed under maximum posted occupancy
Community Services	1 per 2 employees plus 1 per company car parked on the premises
Recreational	
Driving Range	1 per tee
Golf Courses	5 per hole plus 50% of the other uses
Tennis Courts ***	2.5 spaces per court
Marinas	3 per 4 slips
Swimming Pool	1 per 300 square feet poll and deck area
Recreational - Private Clubs	
Golf Course	2 spaces per hole
Tennis Courts	2 spaces per court
Swimming Pool	1 space per 500 sq.ft. of pool/deck area
Food and Beverage	1 space per 200 sq.ft. of food service area
Locker Room	1 space per 300 sq. ft
Administrative	1 space per 300 sq. ft
Mixed Use	Calculate per individual uses as above

* Other uses may include accessory meeting rooms/convention facilities and accessory restaurants.
** Exclusive of support staff and mixed use activities.
*** There have been some concerns regarding tennis parking. This may need to be increased.

GENERAL NOTE: The adoption of standards governing landscaping and placement of trees in parking lots, buffers, etc. is assumed.

*Source: Institute of Transportation Engineers. Transportation Planning Handbook. 1992.

Notes for Exhibit 13.5, Off-Street Parking Requirements

1 Any fraction of a parking space required under these regulations shall be counted as a full parking space.

2 Handicapped spaces shall be provided as required by the Town's zoning ordinance.

3 The dimensions of parking spaces and driveways shall comply with the requirements of Exhibit 13.6. Landscaping of parking areas shall be subject to approval of the ARB. Parking spaces shall be located outside of required front yard areas.

4 No "head-in" parking shall be permitted unless approved by the Town; each off-street parking space shall be accessed from a private drive and not from a KICA or other dedicated street.

[redacted]

Exhibit 13.6: Access and Parking Facility Design*

Parking Pattern	Maneuvering Lane Width (feet)		Parking Space Dimensions (feet)		Total Width of 2 Tiers of Spaces & Maneuvering Lane (feet)	
	One Way	Two Way	Width	Length	One Way	Two Way
0° Parallel	11	18	8.5	25	28	35
30° - 50°	12	20	9	18	48	56
54° - 75°	13	22	9	18	49	58
76° - 90°	—	24	9	18	—	60

Notes for Exhibit 13.6, Access and Parking Facility Design

1 Each standard parking space shall consist of a rectangular or trapezoidal area designed in accordance with Exhibit 3.6: Kiawah Island Graphic Standards, attached hereto. Each space shall have a vertical clearance of not less than 7.5 feet. Each space shall be independently accessible.

2 Handicap parking will comply with Federal ADA standards.

3 Each parking and loading area shall have adequate drives, aisles, and turning and maneuvering areas for access and usability, and shall at all times have access to a public street or alley.

4 Wherever possible, access to parking areas shall be from local streets. Town and ARB approval shall be required for more than one curb cut to an individual Lot or Development Parcel from any collector street. No Lot or Development Parcel shall directly access Kiawah Island Parkway except Parcels 1, 2, 3, 4, and 5. Future street intersections with the Kiawah Island Parkway shall be limited to three streets accessing Parcel 16 and one street accessing parcel 23.

KIAWAH ISLAND GRAPHIC CONTROLS

INTRODUCTION

In its efforts to establish a continuity in the use of the signage system, the Kiawah Island Company herein establishes standards to assure the integrity of the program currently in use or to be initiated in the future.

All signage use must be in strict conformity with these standards and must incorporate the highest degree of design, quality, dignity and good taste.

It is the purpose of this Graphics Control Manual to describe, by means of specific samples and specifications, the basic use of the Kiawah Island Signage Program and its proper application.

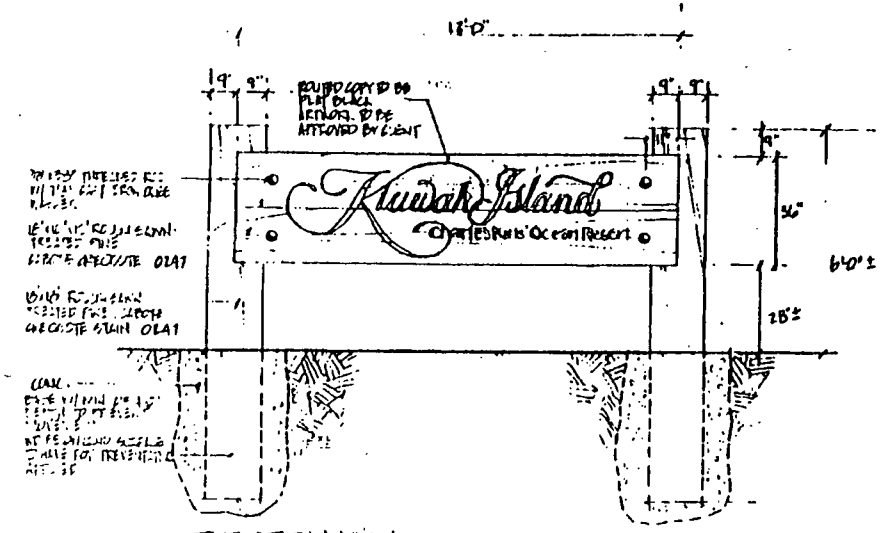
The signage and its graphic elements must be reproduced within the terms outlined in this manual and the accompanying prints.

The logotype may be reproduced only from original reproductions contained herein or as provided by the Kiawah Island Marketing Department.

The logotype must never be altered in any way.

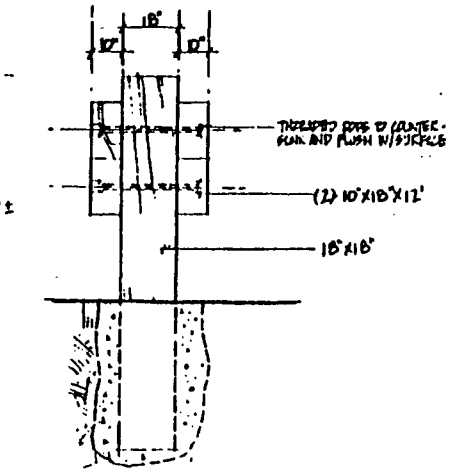
No copy or visual material may be printed over or superimposed on the logotype or signage other than as illustrated.

Authorization for use of signage or logotype must be obtained through the Graphic Controls Board. All signs should be ordered using the form as shown in Section 3 of this manual.

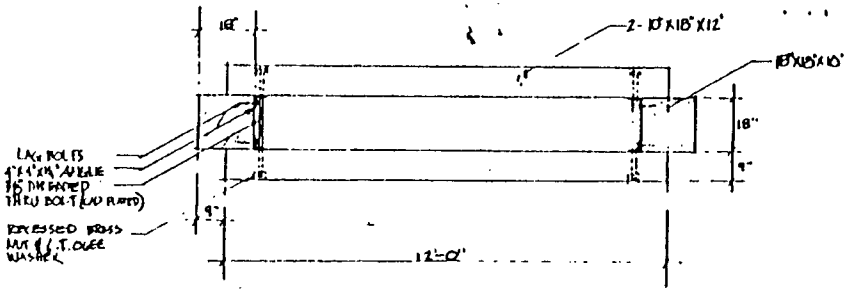


ELEVATION VIEW
SCALE 1/2"=1'-0"

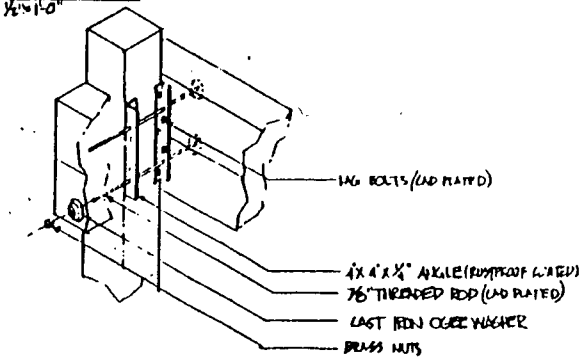
REVIEW SECTION 2 IN MANUAL FOR UNIFORM SPECIFICATIONS



SIDE VIEW
SCALE 1/2"=1'-0"



PLAN VIEW
SCALE 1/2"=1'-0"



DETAIL A (PERSPECTIVE VIEW)
NO SCALE

B PRIMARY IDENITY UNIT

DESIGN/JOE SONDERMAN, INC.
INDUSTRIAL DESIGNERS
1208 KENILWORTH AVENUE
CHARLOTTE N.C. 28204
704 376-0800

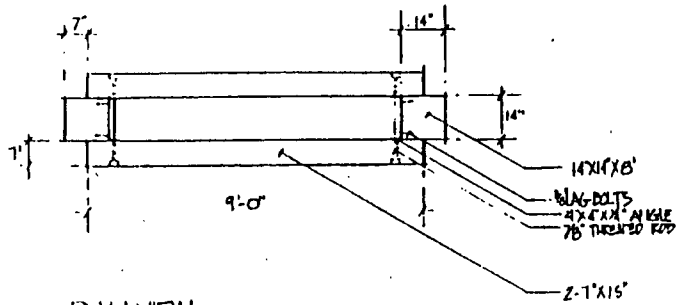
Revisions
GEN. REVISION 3/11/76 CT
GEN. UTILITY EASEMENT 5/4/76

Title Block:
SIGNAGE SYSTEM FOR KIAWAH ISLAND
MAIN ENTRY SIGNAGE DETAILS

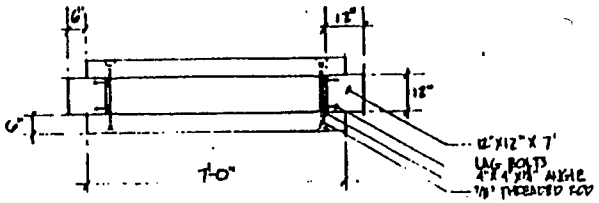
Job No.
Sheet No. 1A
Date: 2/24/76
Drawn by
Chkd.

JUN 10 1

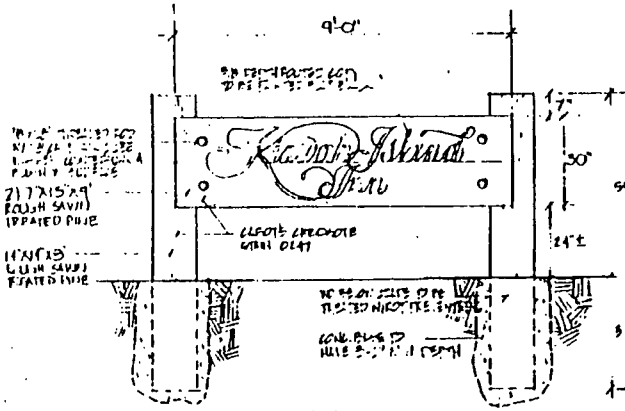
1645



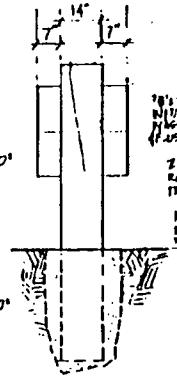
PLAN VIEW
SCALE ½"=1'-0"



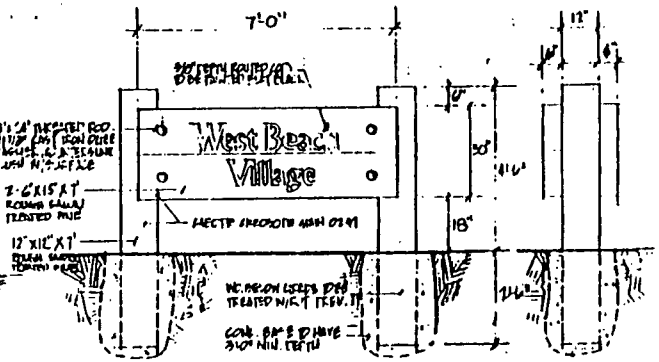
PLAN VIEW
SCALE ½"=1'-0"



ELEVATION VIEW
SCALE ½"=1'-0"



SIDE VIEW
SCALE ½"=1'-0"



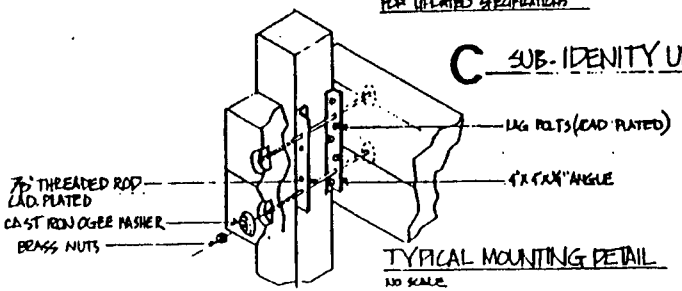
ELEVATION VIEW
SCALE ½"=1'-0"

SIDE VIEW
SCALE ½"=1'-0"

REVIEW SECTION D IN MANUAL
FOR UPDATED SPECIFICATIONS

D AMENITIES UNIT

NOTES:
1. ALL STEEL TO BE
PRIMED BY CLIENT



TYPICAL MOUNTING DETAIL
NO SCALE

C SUB-IDENITY UNIT

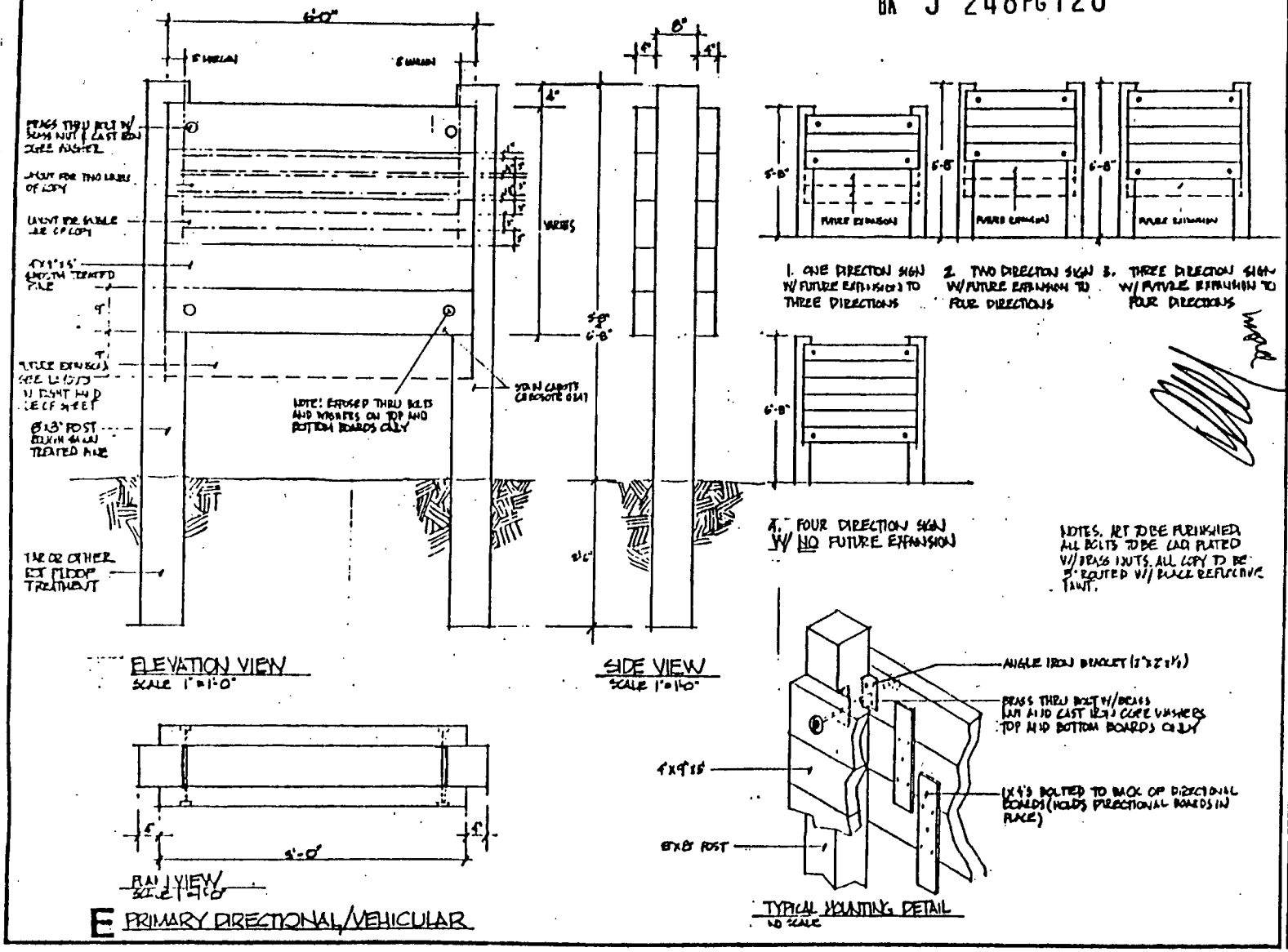
DESIGN/JOE SONDERMAN INC.
INDUSTRIAL DESIGNERS
1200 KENILWORTH AVENUE
CHARLOTTE N.C. 28204
704 376-0003

Revisions:
DEDU. REVISIONS 5/11/76 BY JS
SPLIT SPECS ADDED 5-6-76 BY JS
DELETE PRATE & KEYHOLE 6-16-76

Title Block:
SIGNAGE SYSTEM FOR
KIAWAH ISLAND
KIAWAH ISLAND, S.C.
AMENITY & SUB-IDENITY
SIGN DETAILS

Job No.
Sheet No. 2A
Date: 2/27/76
Drawn JH Chkd.

1646



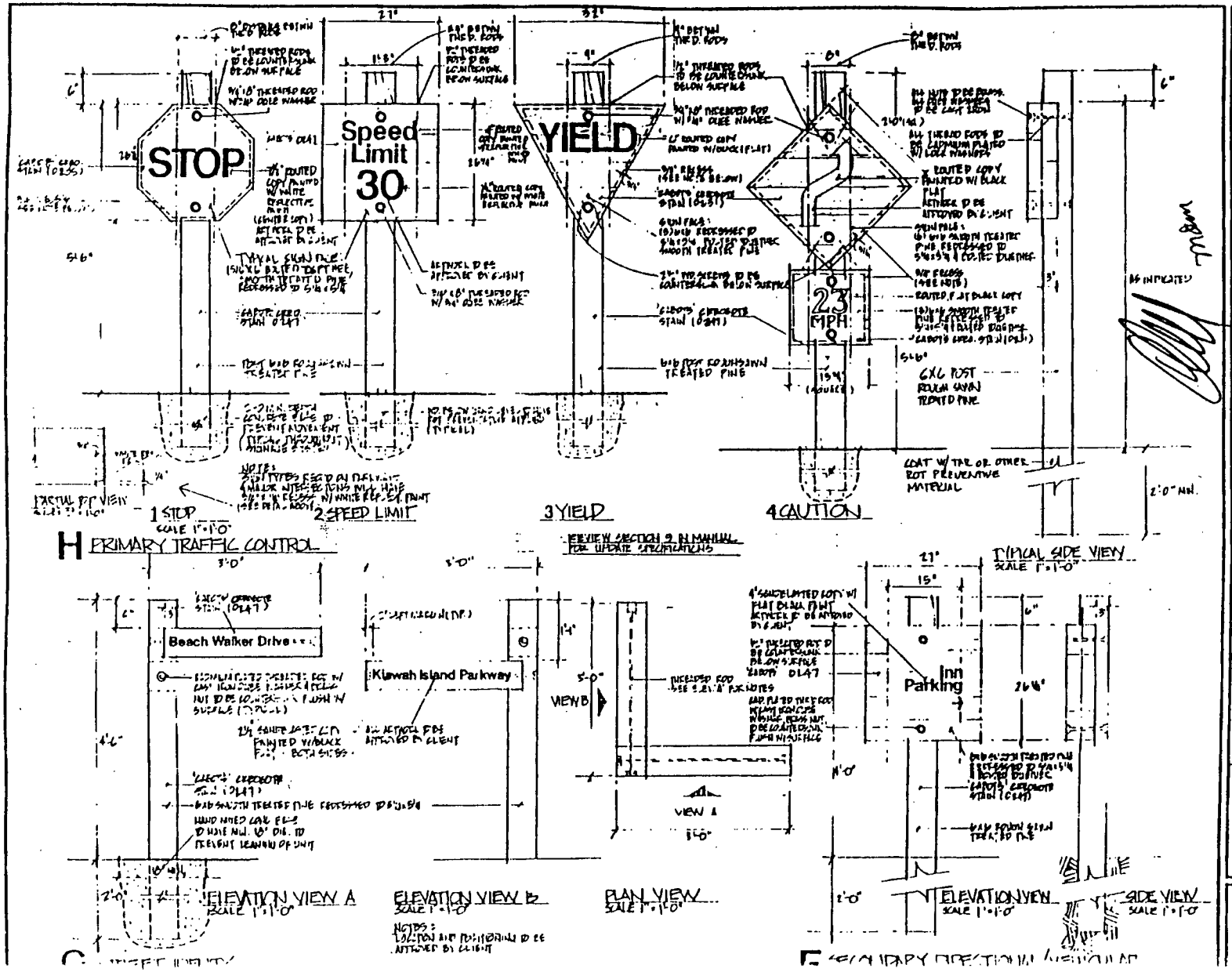
DESIGN/JOE SONDERMAN, INC
201 HAWTHORNE LANE CHARLOTTE, N.C. 282
704 375-8611
INDUSTRIAL DESIGNERS

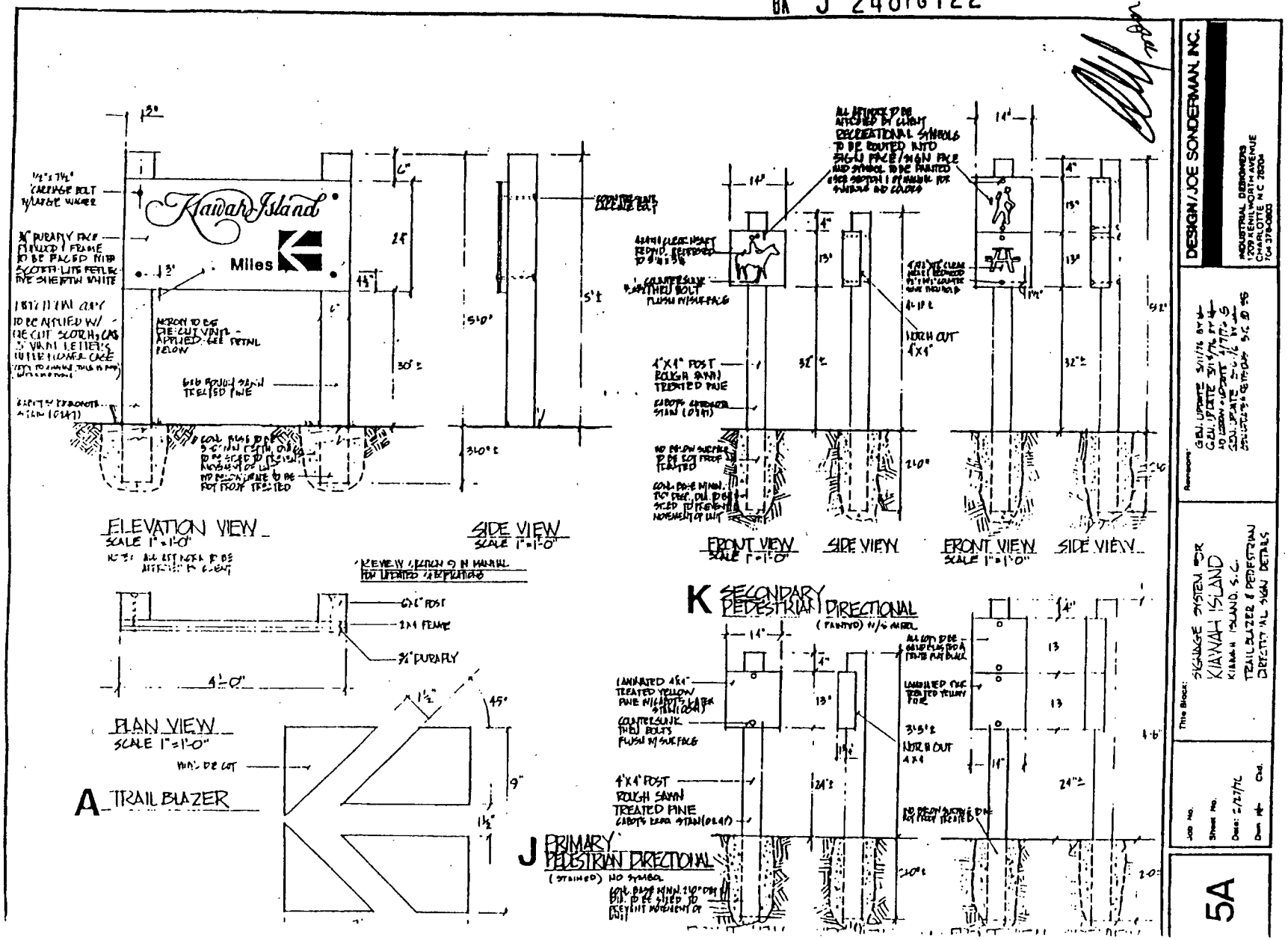
ADD'L EXPANSION W/ 10% SPACE
DESIGN UPDATE 3/15/84
DESIGN UPDATE 5-8-84

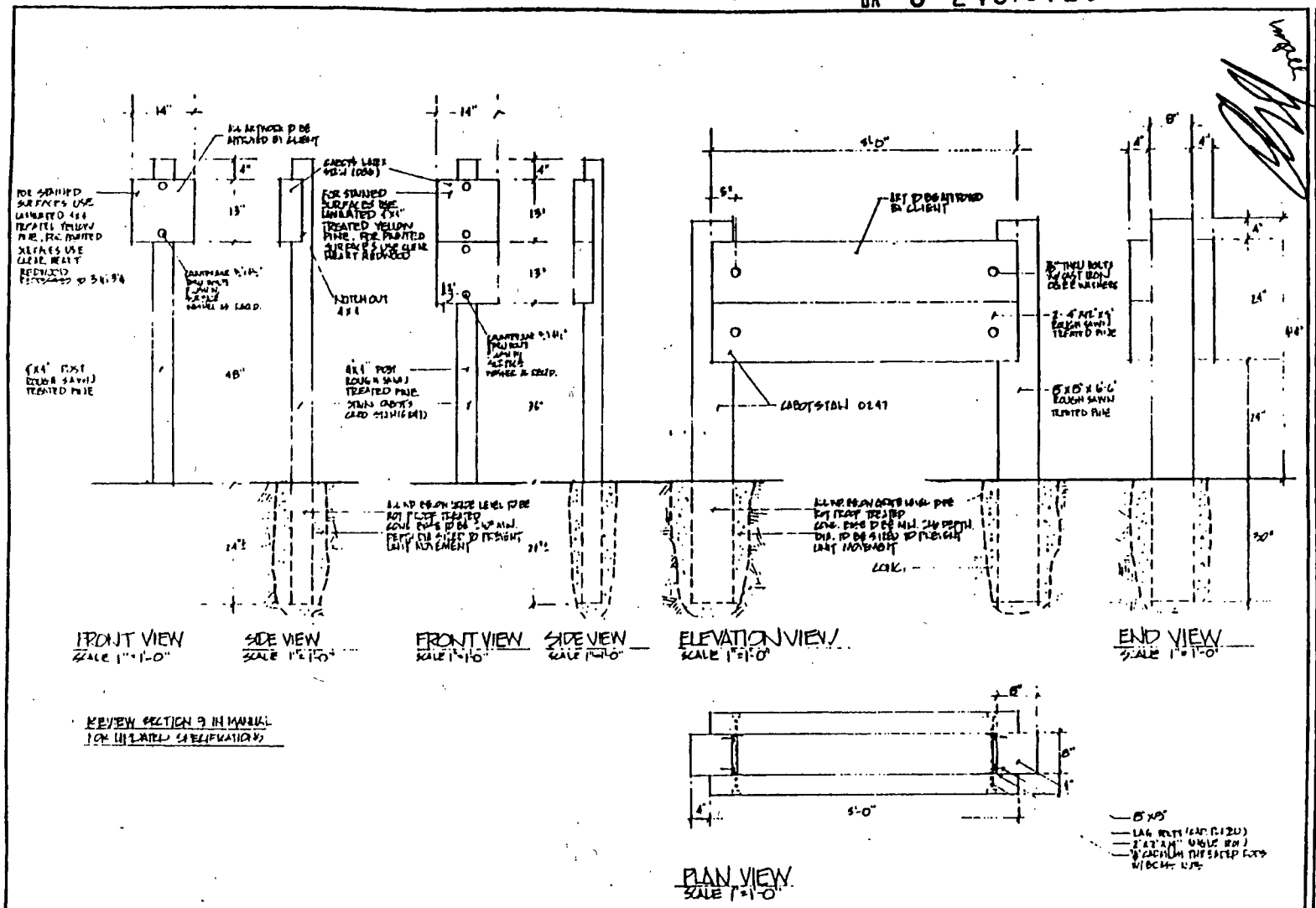
SIGNAGE SYSTEMS FOR
KIAWAH ISLAND
KIAWAH ISLAND, S.C.
DIRECTIONAL SIGN

Date No.
Drawn No.
Date 3-1-84 Chkd.
Date 4 Chkd.

3A


STOP
Speed Limit 30
YIELD
23 MPH
1 STOP
2 SPEED LIMIT
3 YIELD
4 CAUTION
H PRIMARY TRAFFIC CONTROL
Beach Walker Drive
Kiawah Island Parkway
Inn Parking
VIEW A
VIEW B
ELEVATION VIEW A
ELEVATION VIEW B
PLAN VIEW
TYPICAL SIDE VIEW
ELEVATION VIEW
SIDE VIEW
DESIGN/JOE SONDERMAN, INC.
INDUSTRIAL DESIGNERS
1200 KENILWORTH AVENUE
CHARLOTTE N.C. 28204
SIGNAGE SYSTEM FOR KIAWAH ISLAND
KIAWAH ISLAND, S.C.
MISCELLANEOUS TRAFFIC CONTROL SIGN DETAILS
4A


Kiawah Island
Miles
ELEVATION VIEW
SCALE 1"=1'-0"
SIDE VIEW
SCALE 1"=1'-0"
PLAN VIEW
SCALE 1"=1'-0"
A TRAIL BLAZER
FRONT VIEW
SIDE VIEW
FRONT VIEW
SIDE VIEW
K SECONDARY PEDESTRIAN DIRECTIONAL
J PRIMARY PEDESTRIAN DIRECTIONAL
DESIGN/JOE SONDERMAN, INC.
SIGNAGE SYSTEM FOR KIAWAH ISLAND
TRAIL BLAZER & PEDESTRIAN DIRECTIONAL SIGN DETAILS
5A



SECONDARY TRAFFIC CONTROL

BUILDING IDENTITY

DESIGN/JOE SONDERMAN, INC.
INDUSTRIAL DESIGNERS
1709 KENILWORTH AVENUE
CHARLOTTE, N.C. 28204
704/376-0860

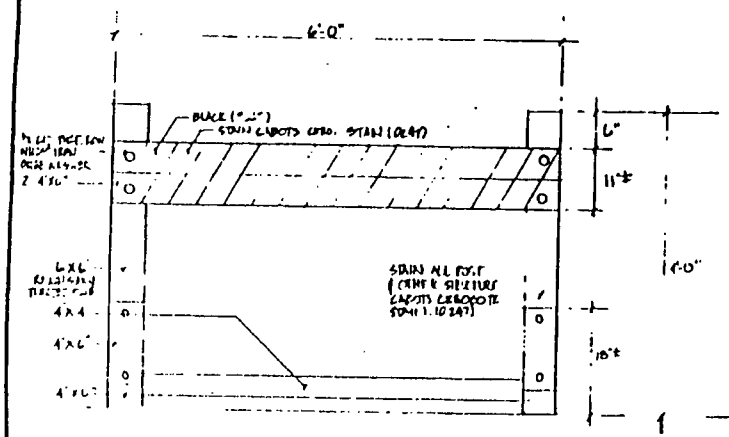
Revisions:
CHG. LOCATION & REMOVE SIGN 5-16-90

Title Block:
SIGNAGE SYSTEM FOR
KIAWAH ISLAND
KIAWAH ISLAND, S.C.
MISC. SIGNS DETAILS

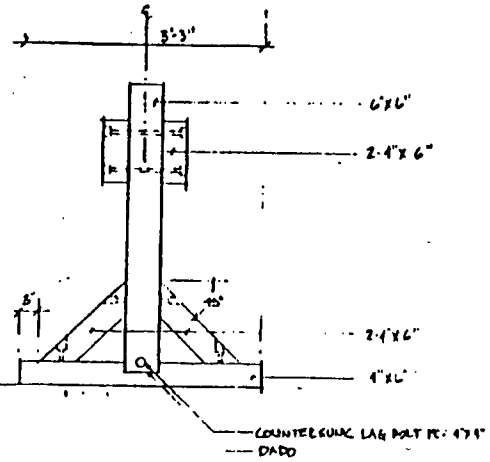
Job No.
Sheet No.
Date: 3/7/90
Dwn — Chk.

6A

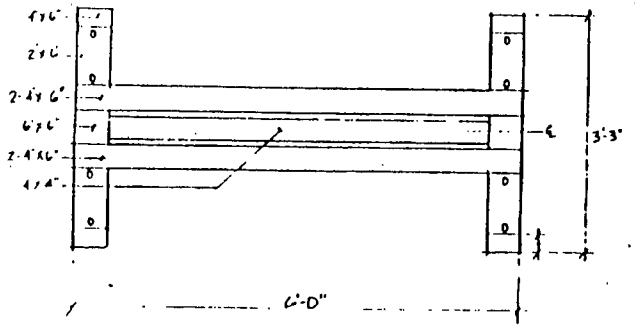
1650



Q FRONT ELEVATION VIEW
SCALE 1"=1'-0"

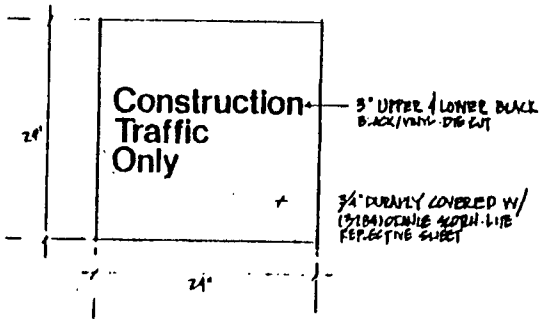


SIDE VIEW
SCALE 1"=1'-0"



PLAN VIEW
SCALE 1"=1'-0"

*REVIEW SECTION 9 IN MANUAL FOR UPDATED REGULATIONS



R TYPICAL SIGN
SCALE 1½"=1'-0"

DESIGN/JOE SONDERMAN INC.
INDUSTRIAL DESIGNERS
1209 KENILWORTH AVENUE
CHARLOTTE N.C. 28204
704 376-0810

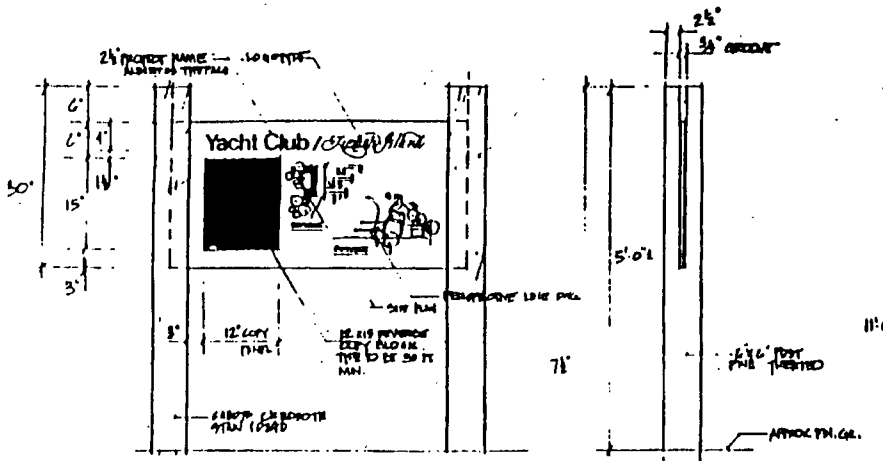
Revisions: 11-76: DETAIL REVISIONS 5-5-76
GENERAL UPDATE AND REMOVAL 4-14-77

Title Sheet: SIGNAGE SYSTEM FOR KIAWAH ISLAND
KIAWAH ISLAND, S.C.
TEMPORARY CONSTRUCTION SIGN DETAIL

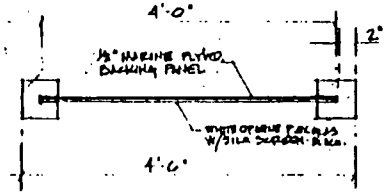
Job No. 1241
Sheet No.
Date: 4-21-76
Dwn. by DS

7-A

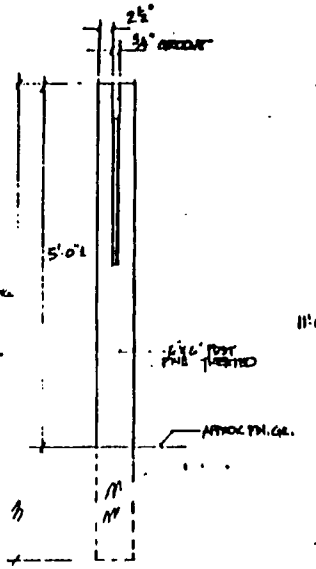
1651



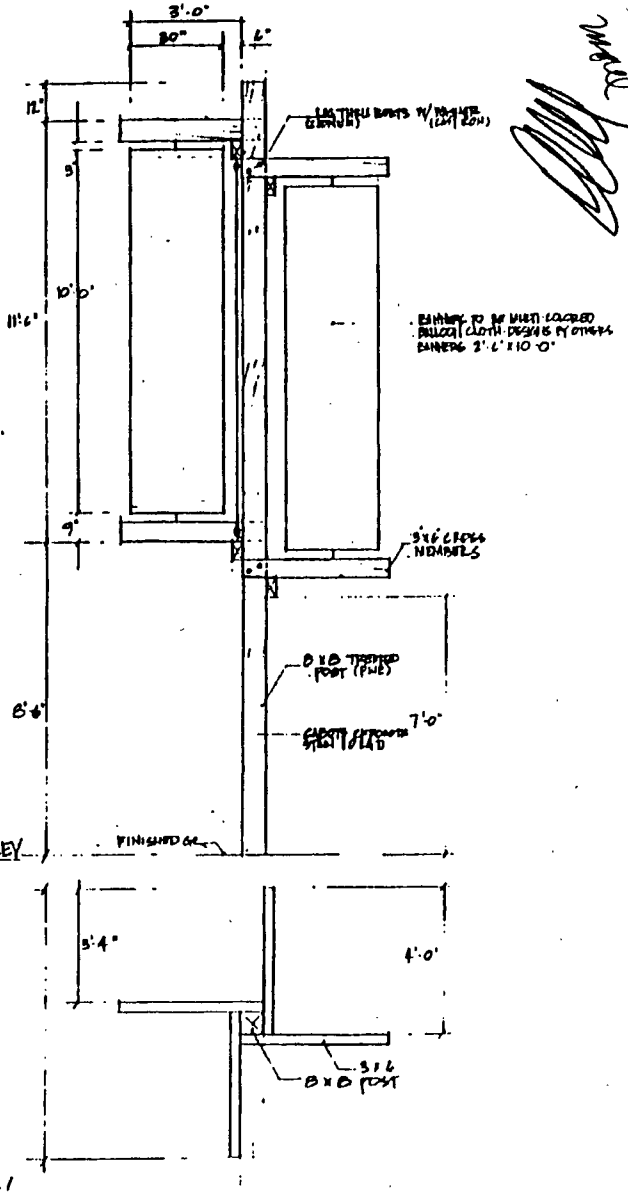
M SITE DISPLAY/ELEV.
SCALE: 1'-1'-0"



PLAN VIEW



TYPICAL SECTION



BANNER DISPLAY/ELEV.
SCALE: 1/2" = 1'-0"

REVIEW SECTION 9 IN MANUAL FOR UPDATED SPECIFICATIONS.

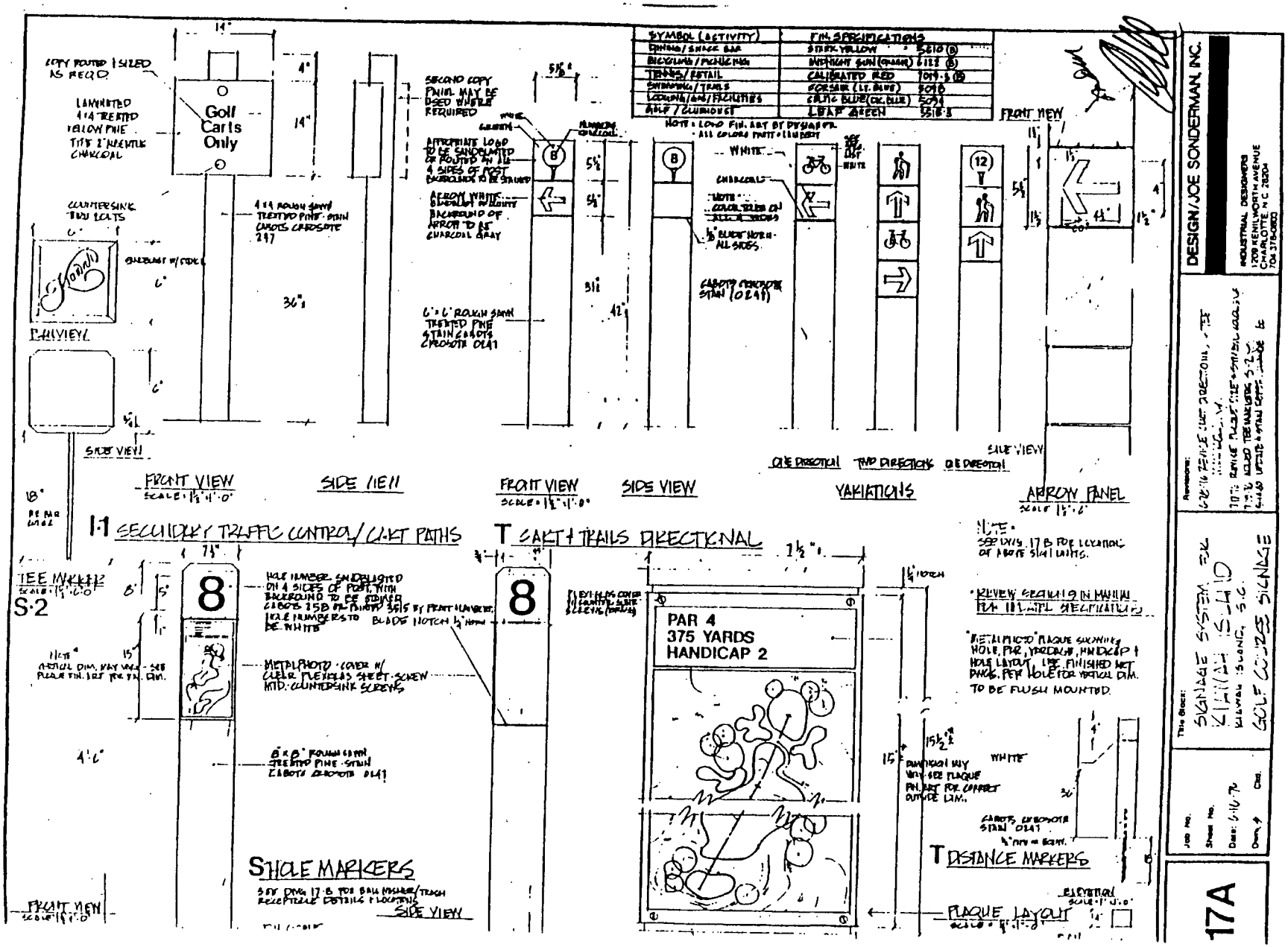
DESIGN/JOE SONDERMAN, INC.
INDUSTRIAL DESIGNERS
1709 KENILWORTH AVENUE
CHARLOTTE, N.C. 28204
704 377-0663

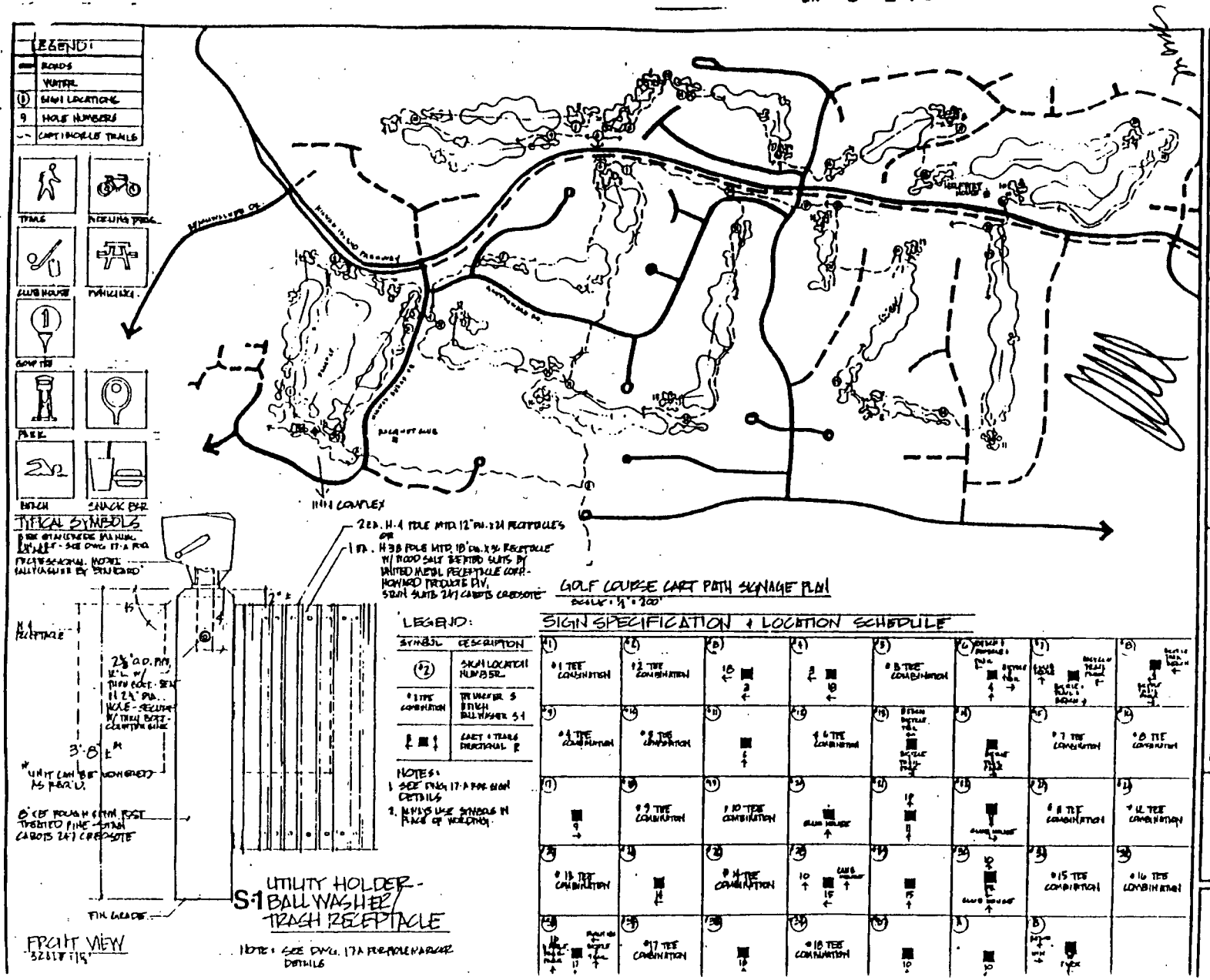
Revisions: UPDATE & REVISIONS 5-16-89

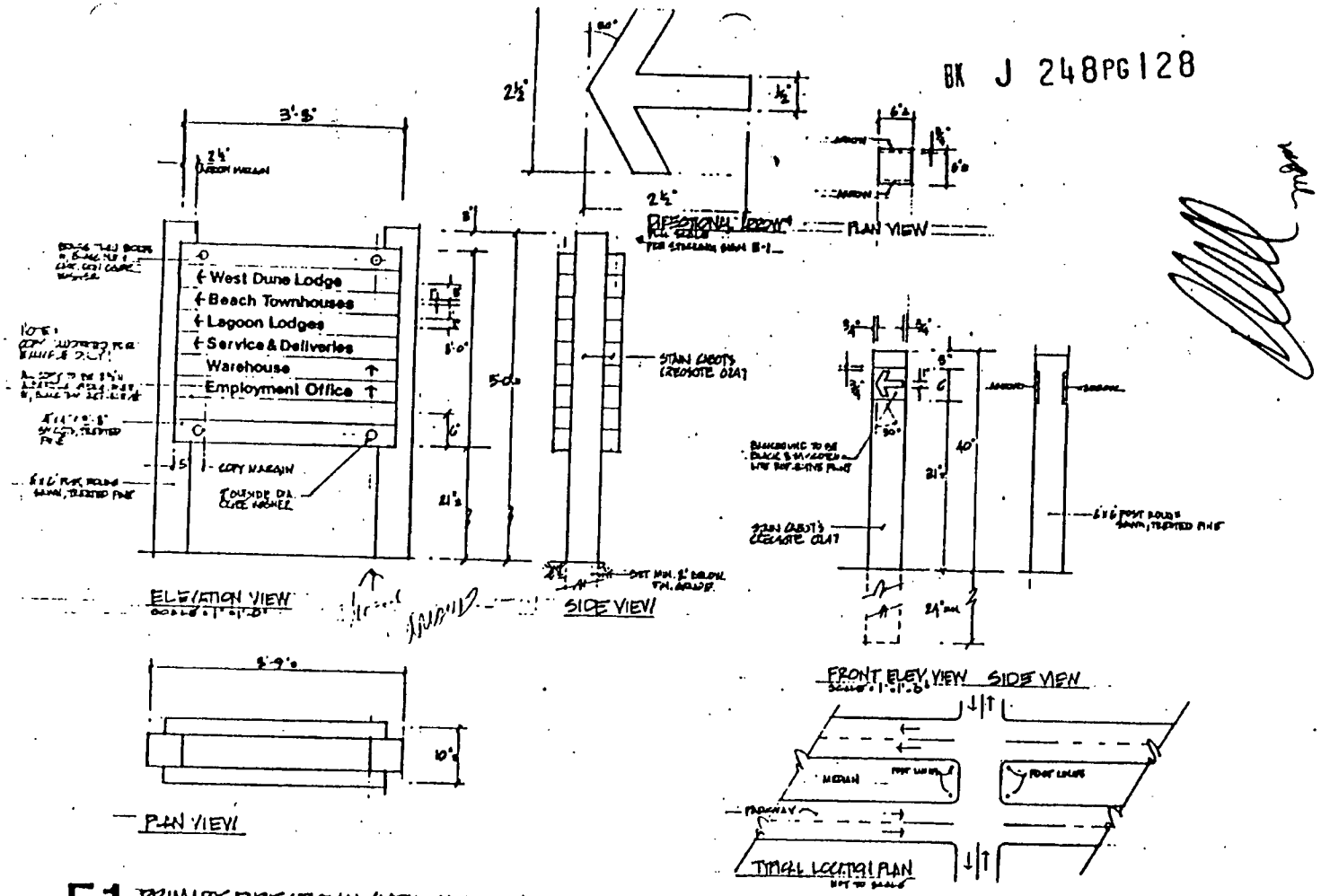
This Sheet: SIGNAGE SYSTEM FOR KIAWAH ISLAND
KIAWAH ISLAND, S.C.
SCALE: AS NOTED, DISPLAY

Job No.
Sheet No. 16A
Date: 5-15-74
Drawn: JS Chkd

1652


Golf Carts Only
FRONT VIEW
SIDE VIEW
1:1 SECURITY / TRAFFIC CONTROL / CART PATHS
T CART / TRAILS DIRECTIONAL
TEE MARKER
S-2
8
PAR 4
375 YARDS
HANDICAP 2
METAL PHOTO · COVER W/ CLEAR FLEXIGLAS SHEET · SCREW MTD. COUNTERSINK SCREWS
HOLE MARKERS
SEE DWG. 17-B FOR BALL WASHER/TRASH RECEPTACLE DETAILS & LOCATIONS
SIDE VIEW
T DISTANCE MARKERS
PLAQUE LAYOUT
ELEVATION
SYMBOL (ACTIVITY)
FIN. SPECIFICATIONS
DINING / SNACK BAR
BICYCLING / PICNICKING
TENNIS / RETAIL
SWIMMING / TRAILS
LODGING / INN / FACILITIES
GOLF / CLUBHOUSE
LEAF GREEN
FRONT VIEW
SIDE VIEW
ONE DIRECTION
TWO DIRECTIONS
ONE DIRECTION
VARIATIONS
ARROW PANEL
DESIGN / JOE SONDERMAN, INC.
INDUSTRIAL DESIGNERS
1209 KENILWORTH AVENUE
CHARLOTTE, N.C. 28204
704 376-0800
SIGNAGE SYSTEM FOR
GOLF COURSE SIGNAGE
17A


LEGEND:
ROADS
WATER
SIGN LOCATIONS
HOLE NUMBERS
CART PATHS & TRAILS
TRAILS
BICYCLING TRAILS
CLUB HOUSE
PAVILIONS
GOLF TEE
PIER
BENCH
SNACK BAR
TYPICAL SYMBOLS
INN & COMPLEX
GOLF COURSE CART PATH SIGNAGE PLAN
SCALE: 1/2" = 200'
LEGEND:
SYMBOL
DESCRIPTION
SIGN LOCATION NUMBER
TEE MARKER & BENCH
CART & TRAIL DIRECTIONAL
NOTES:
1. SEE DWG. 17-A FOR SIGN DETAILS
2. MAPS USE SYMBOLS IN PLACE OF WORDING.
SIGN SPECIFICATION & LOCATION SCHEDULE
#1 TEE COMBINATION
#2 TEE COMBINATION
#3 TEE COMBINATION
#4 TEE COMBINATION
#5 TEE COMBINATION
#6 TEE COMBINATION
#7 TEE COMBINATION
#8 TEE COMBINATION
#9 TEE COMBINATION
#10 TEE COMBINATION
#11 TEE COMBINATION
#12 TEE COMBINATION
#13 TEE COMBINATION
#14 TEE COMBINATION
#15 TEE COMBINATION
#16 TEE COMBINATION
#17 TEE COMBINATION
#18 TEE COMBINATION
S-1 UTILITY HOLDER - BALL WASHER/ TRASH RECEPTACLE
NOTE: SEE DWG. 17A FOR HOLE HARDWARE DETAILS
FRONT VIEW
DESIGN/JOE SONDERMAN, INC.
INDUSTRIAL DESIGNERS
1000 CHILDS NORTH AVENUE
CORAL GABLES, FLA. 33134
TEL 374-0000
REVISIONS:
7-20-76 ADD SYMBOLS & REVISE SCHEDULE V.
Title Block:
SIGNAGE FOR LEHMAN ISLAND
LEHMAN I.S., S.C.
GOLF COURSE SIGNAGE
Job No.
Sheet No.
Date: 7-10-76
Dwn. Chk.
17-B



E-1 PRIMARY DIRECTIONAL/VEHICULAR - VARIATION 2

P DIRECTIONAL POST UNIT

DESIGN/JOE SONDERMAN, INC
201 HAWTHORNE LANE CHARLOTTE, N.C. 28204
704 376-4811
INDUSTRIAL DESIGNERS

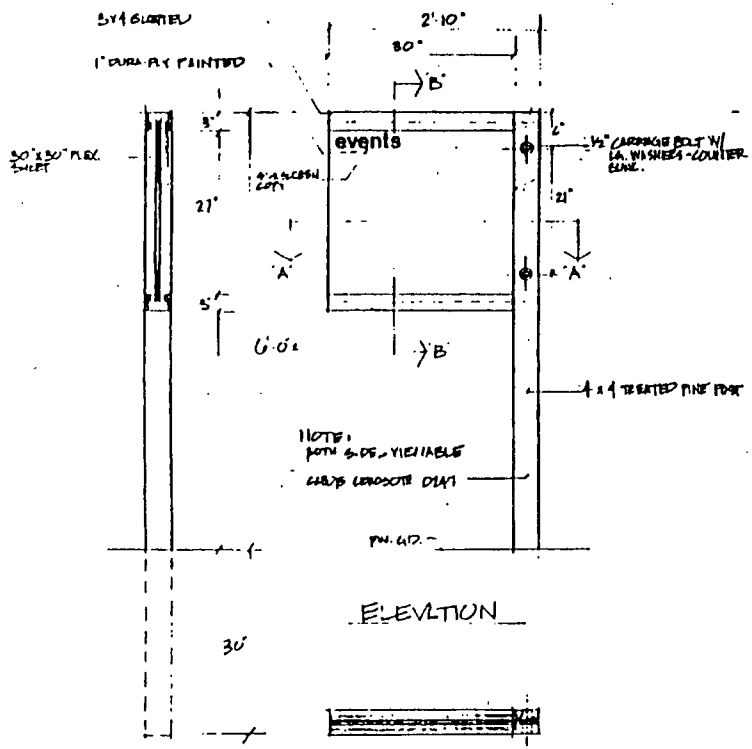
SIGNAGE SYSTEM FOR
CAMPING WORLD
AT MYRTLE BEACH S.C.

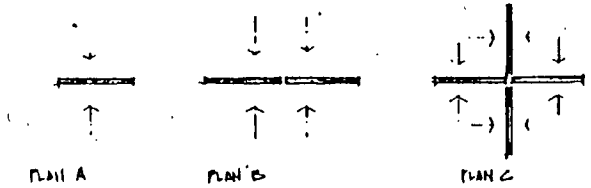
DIRECTIONAL VARIATIONS

Job No.
Sheet No. 21
Date
Dwn.

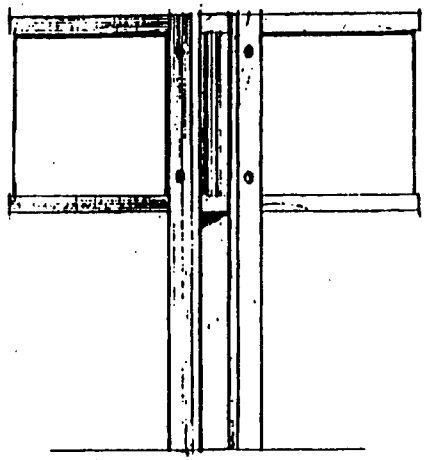
1655

BK J 248PG 129

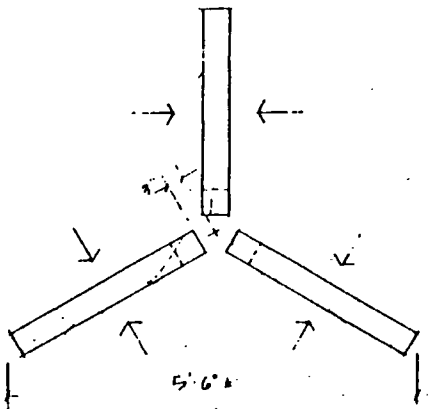




SITEING CONFIGURATIONS



TYPICAL CONFIGURATION



TYPICAL PLAN - PLAN D

U INFORMATION KIOSK

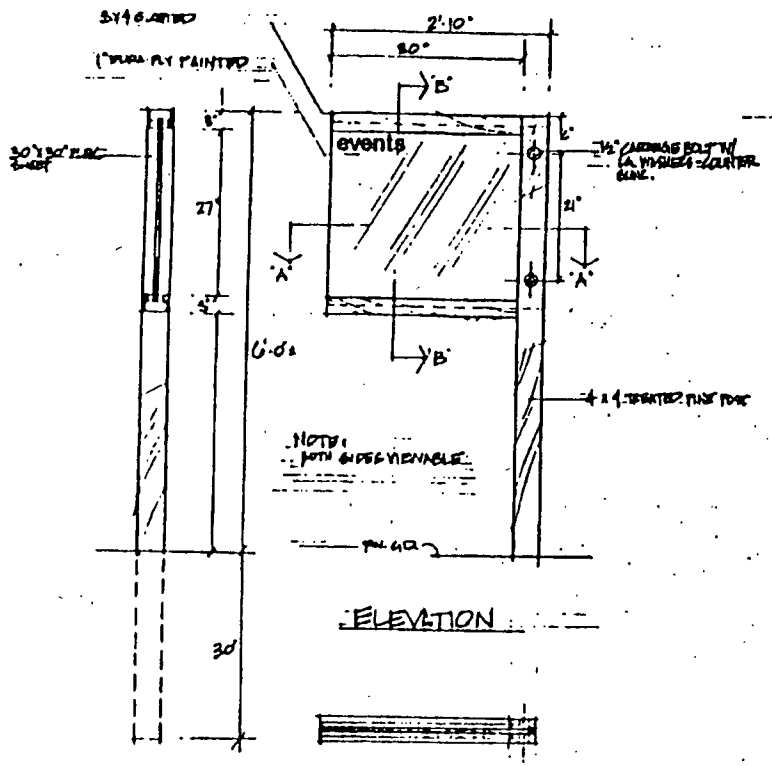
DESIGN/JOE SONDERMAN, INC.
INDUSTRIAL DESIGNERS
1200 KENILWORTH AVENUE
CHARLOTTE N.C. 28204
704 376-0822

Revisions:

Title Block:
SIGNAGE SYSTEM FOR
KILLY'S ISLAND
KIOSK

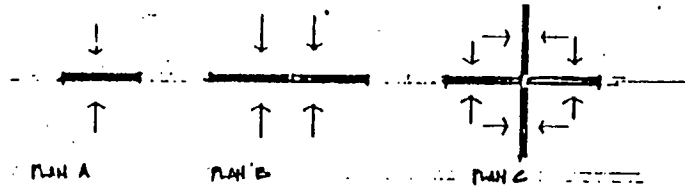
Job No.
Sheet No. 22
Date: 4-9-96
Dwn. Chk.

1656

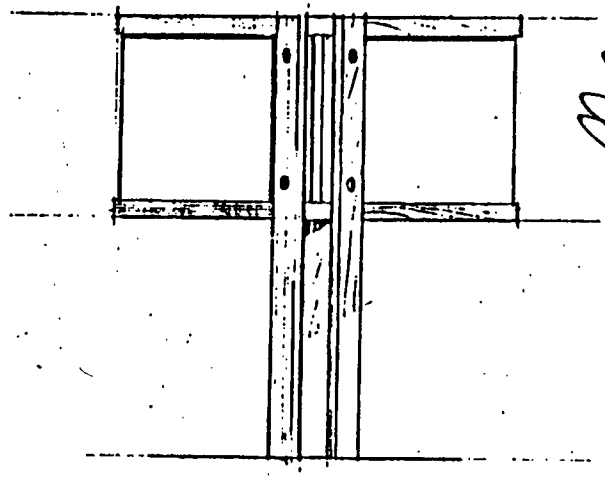


ELEVATION

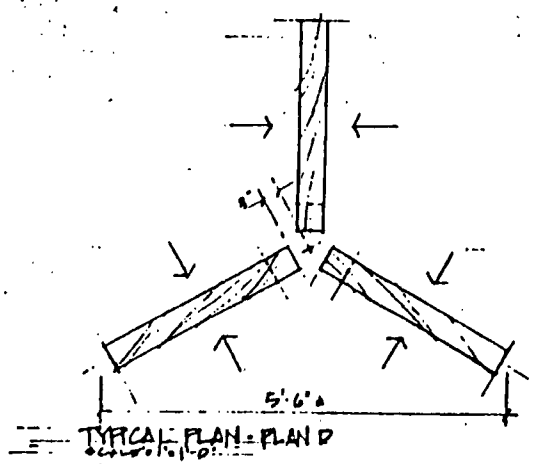
SIDE ELEVATION - SECTION 'B-B' PLAN VIEW - SECTION 'A-A'



SITEING CONFIGURATIONS



TYPICAL CONFIGURATION



TYPICAL PLAN - PLAN D

U INFORMATION KIOSK

DESIGN/JOE SONDERMAN, INC
201 MAINTROPHE LANE CHARLOTTE, N.C. 28204
704 372-6811
INDUSTRIAL DESIGNERS

Revisions:

Title Block
Job No.
Sheet No.
Date 4-5-96
By

22

1657

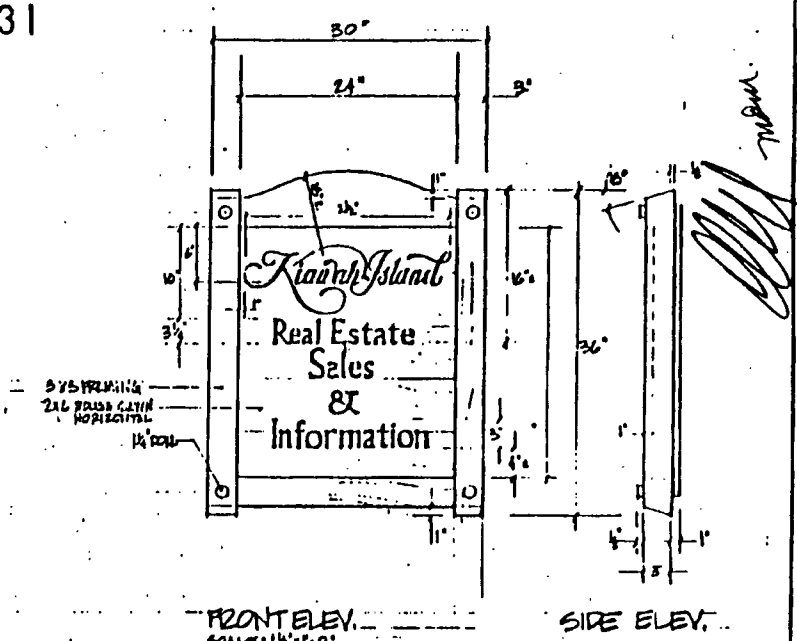
BK J 248PG131

FINISH SCHEDULE

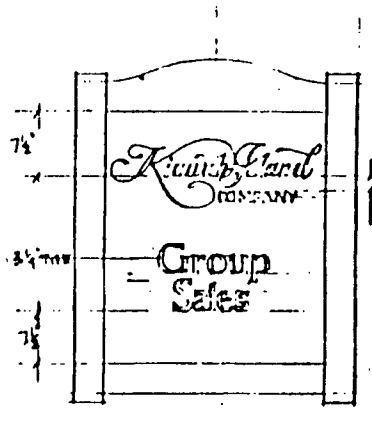
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MARKETING			OLYMPIC 916
GROUP SALES			OLYMPIC 916
EXECUTIVE OFFICE			OLYMPIC 906

ALL PAINTS TO BE FLAT FINISH

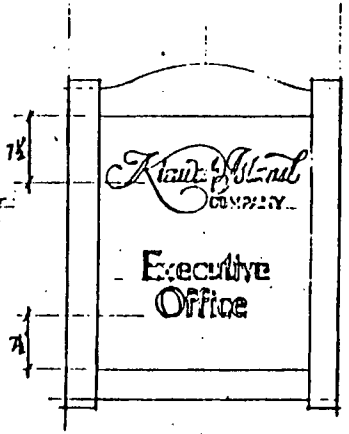
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1. ALL COPY TO BE CENTERED
2. COLORS
3. NOTE LETTER SPACING VARIATIONS



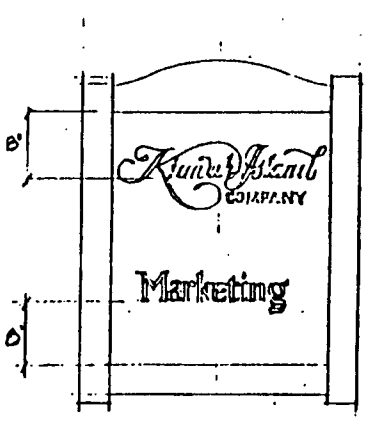
UNIT #1



UNIT #2



UNIT #3



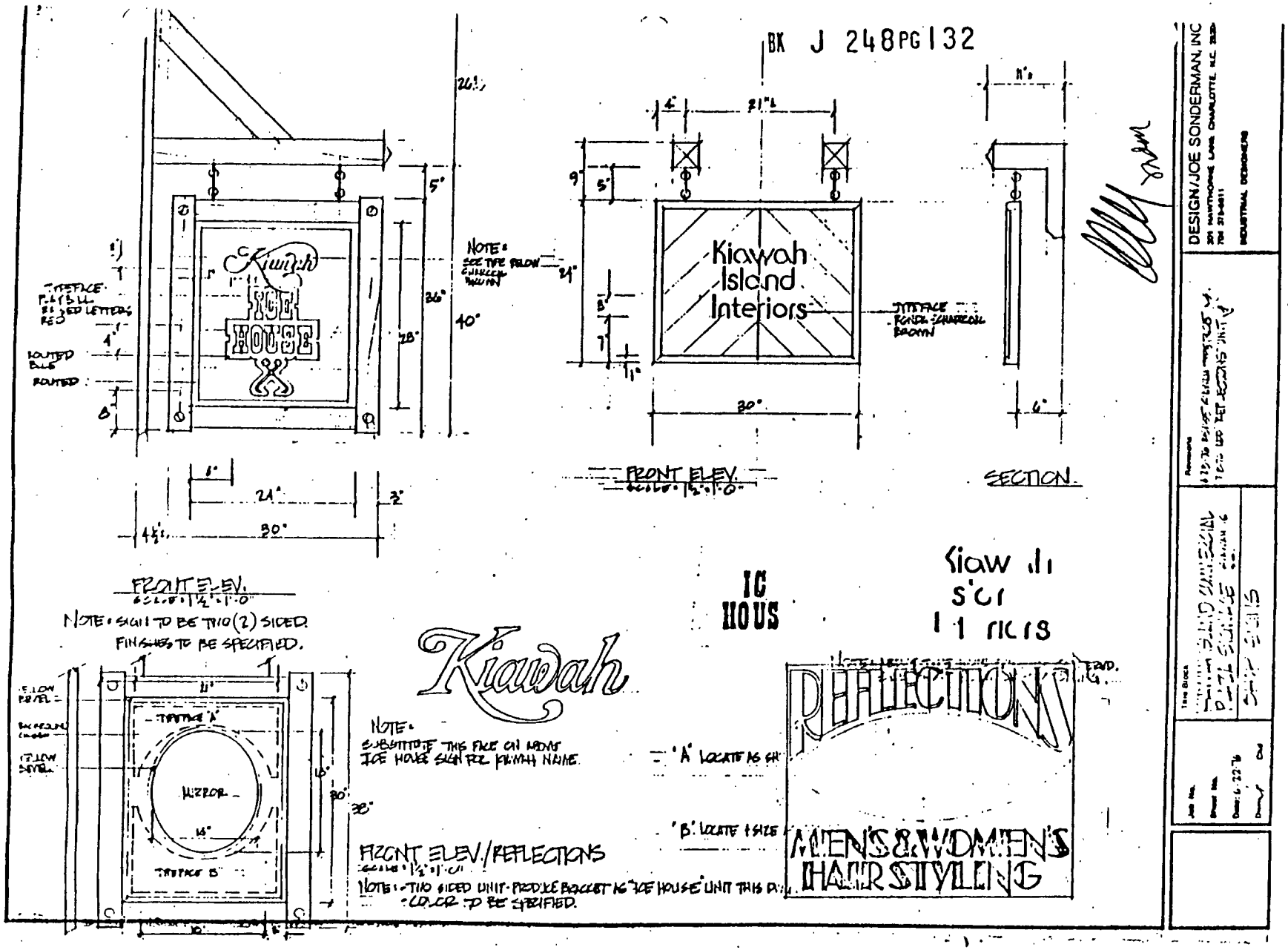
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DESIGN/JOE SONDERMAN, INC
251 HAWTHORNE LANE CHARLOTTE, N C 28204
PH 375-6911
INDUSTRIAL DESIGNERS

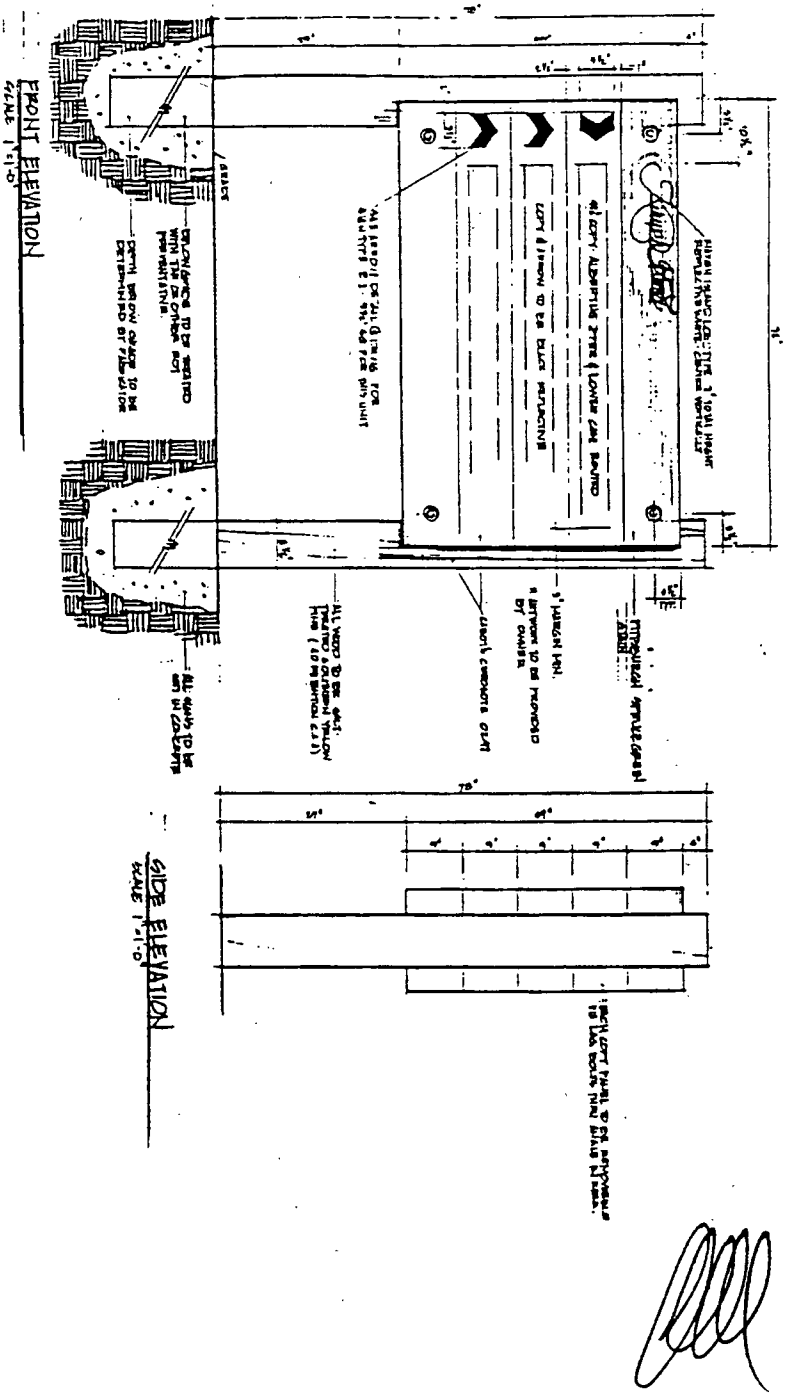
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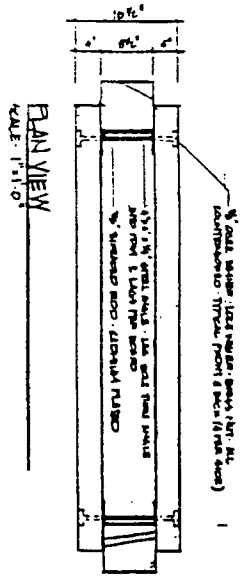
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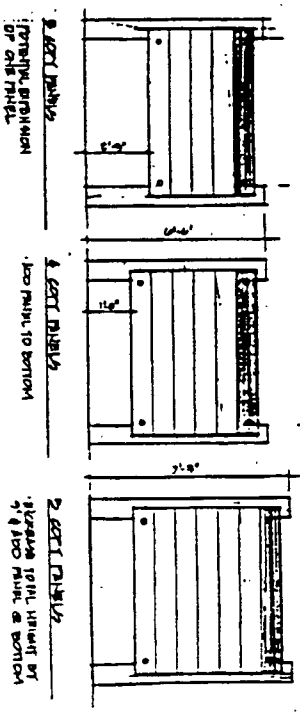
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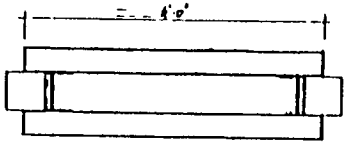




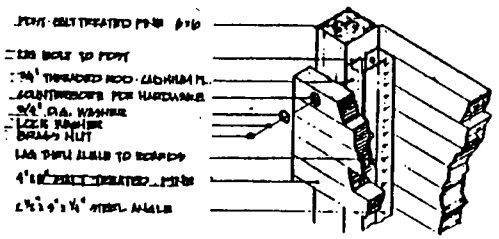


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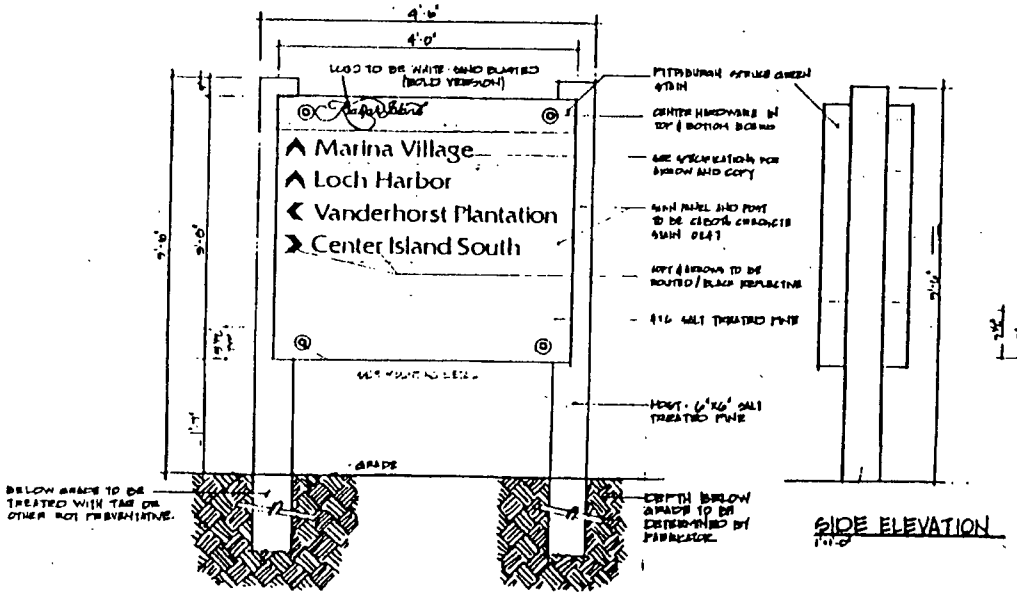
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PLAN VIEW

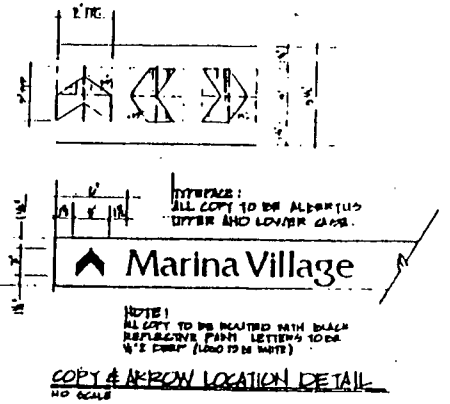


MOUNTING DETAIL (ISOMETRIC)
NO SCALE



FRONT ELEVATION

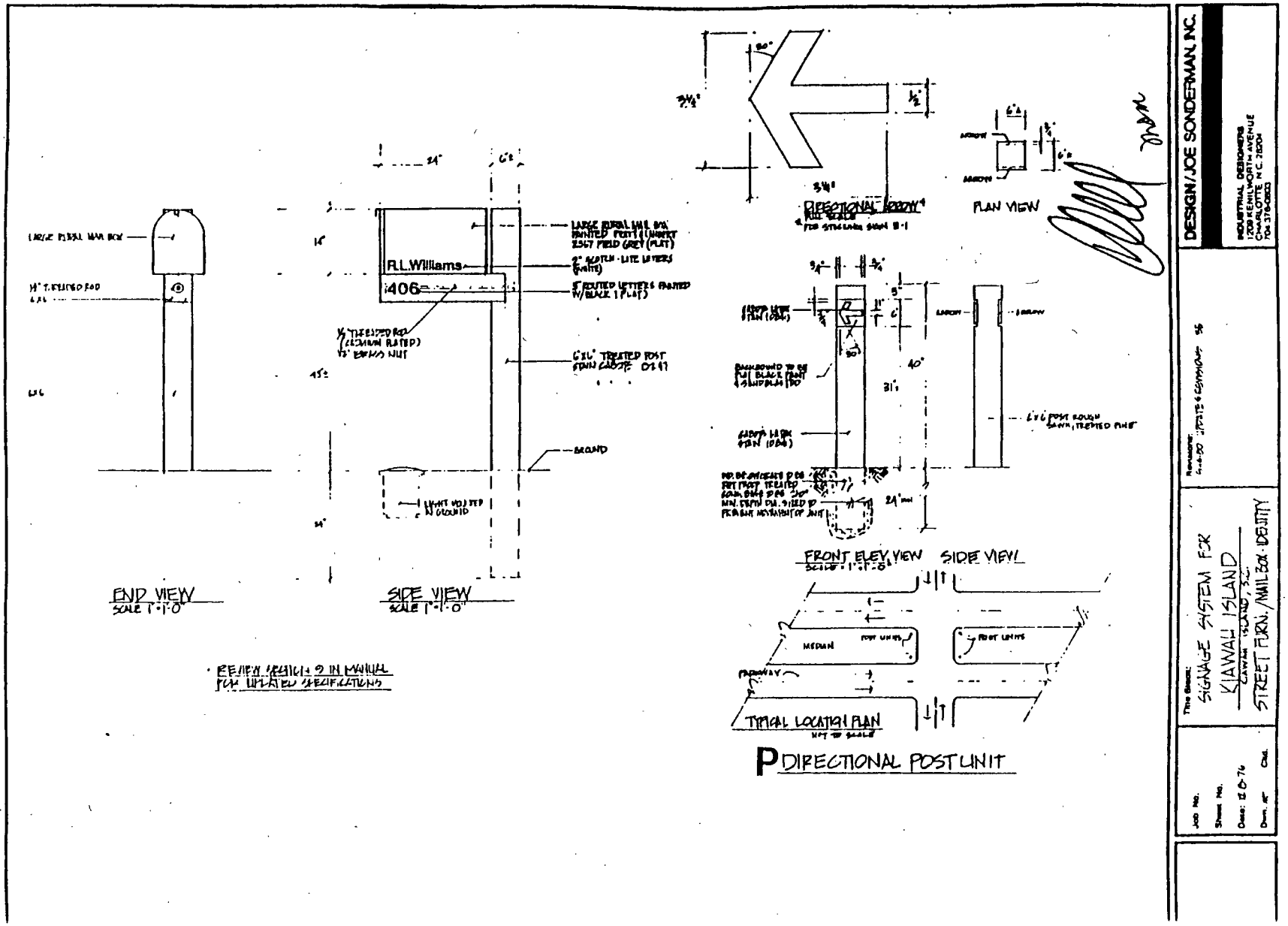
SIDE ELEVATION



COPY & ARROW LOCATION DETAIL
NO SCALE

DESIGN/JOE SONDERMAN, INC.
INDUSTRIAL DESIGNERS
1209 KENILWORTH AVENUE
CHARLOTTE, N.C. 28204
704 376-0803

1661



* REFER TO SECTION 2 IN MANUAL FOR UPDATED SPECIFICATIONS

P DIRECTIONAL POST UNIT

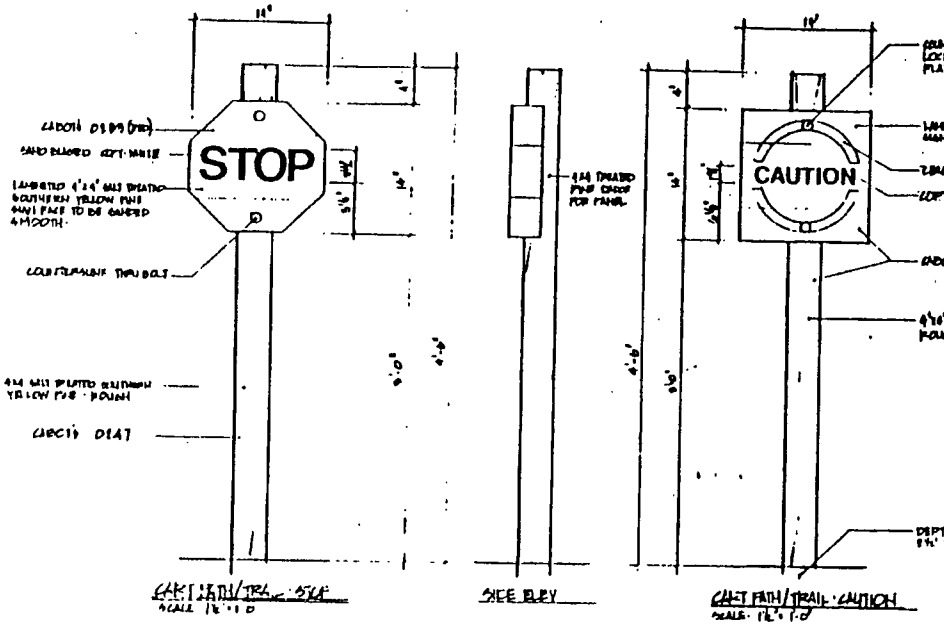
DESIGN / JOE SONDERMAN, INC.
INDUSTRIAL DESIGNERS
1708 KENILWORTH AVENUE
CHARLOTTE, N.C. 28203
704 376-0903

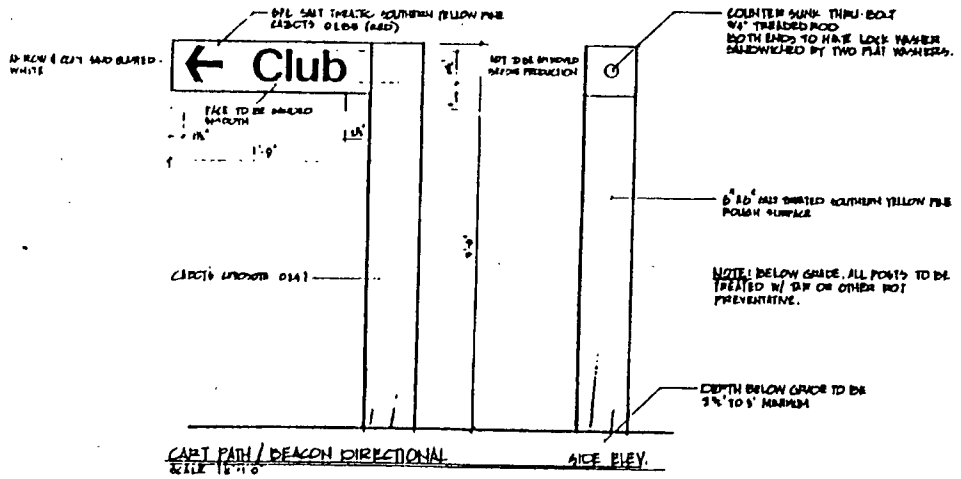
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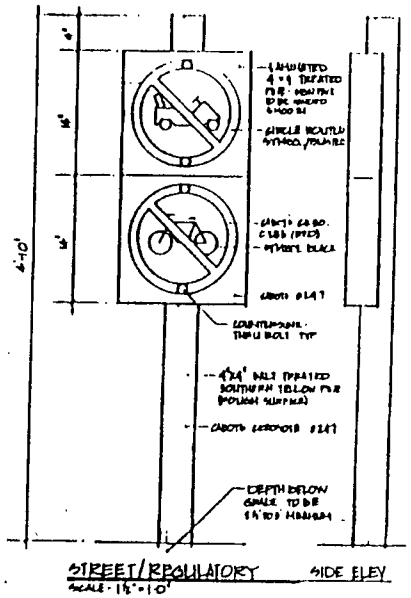
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SIGNAGE SYSTEM FOR
KIAWAH ISLAND
CHARLESTON COUNTY, S.C.
STREET FURN. / MAILBOX IDENTITY

Job No.
Sheet No.
Date: 12-6-79
Drwn. by: Chkd.

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DESIGN/JOE SONDERMAN, INC.
INDUSTRIAL DESIGNERS
1209 KENILWORTH AVENUE
CHARLOTTE, N.C. 28204
704 376-0553

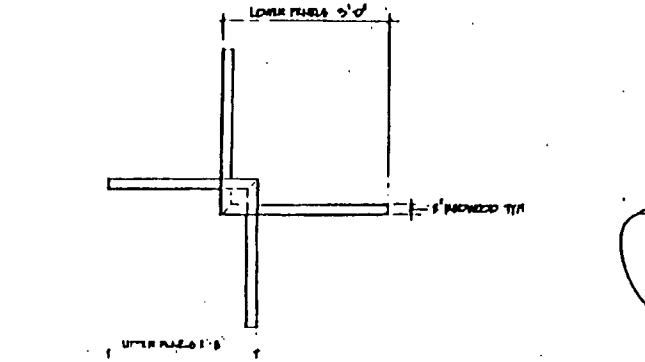
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CART PATH/ BEACON DIRECTIONAL
STREET REGULATORY / NO PARKING - NO PASTURES

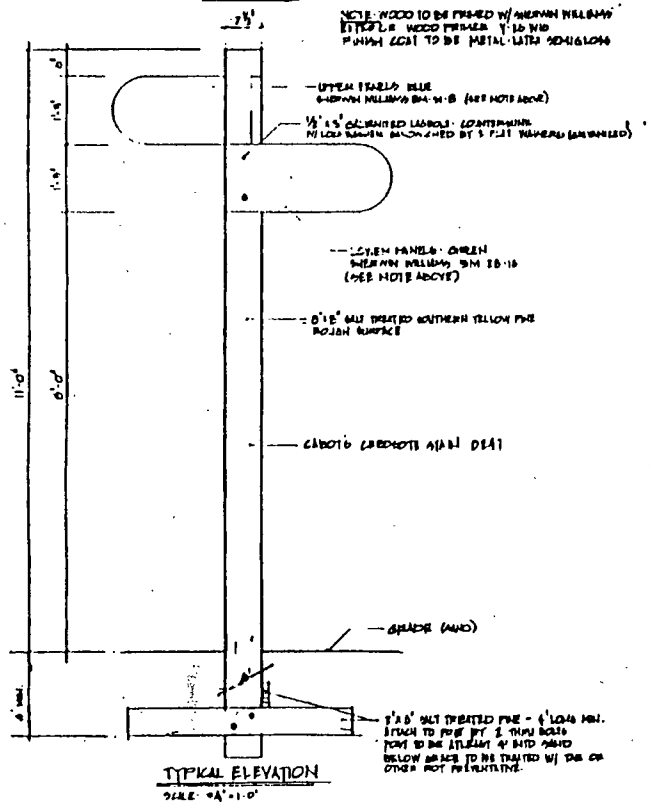
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Sheet No.
Date: 12-20-90
Dwn. BS Chkd.

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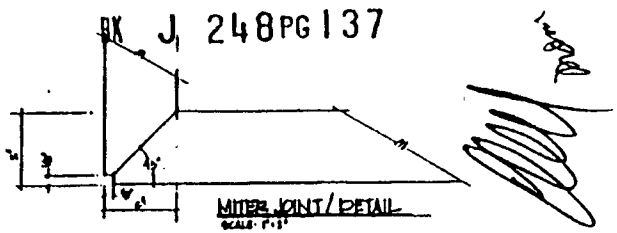
PLAN VIEW



TYPICAL ELEVATION

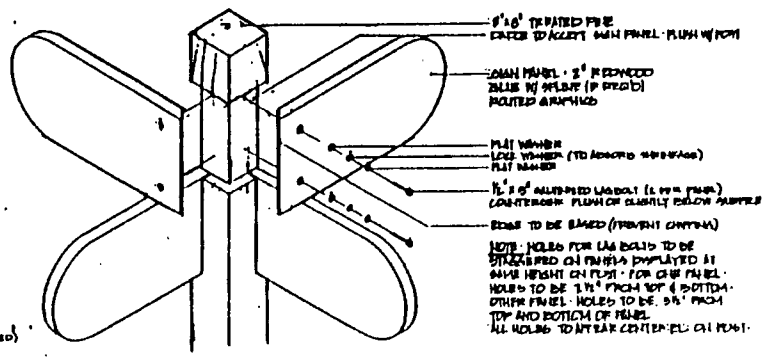
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PRIMARY BEACH ACCESS



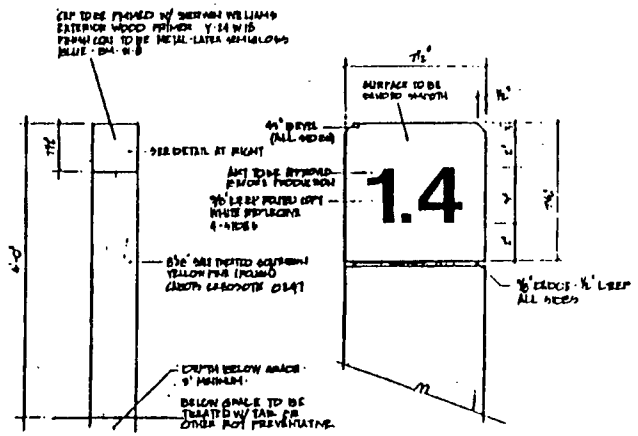
MITER JOINT / DETAIL

SCALE: 1"=1'



ASSEMBLY DRAWING (ISOMETRIC)

SCALE: 1"=1'-0"



FRONT ELEV.

SCALE: 1"=1'-0"

CAP DETAIL

SCALE: ½"=1"

SECONDARY BEACH ACCESS

DESIGN/JOE SONDERMAN, INC.

INDUSTRIAL DESIGNERS
1709 EHLERS NORTH AVENUE
CHARLOTTE, N.C. 28206
704 376-0303

Revisions:

Title Block: KIAWAH ISLAND SIGNAGE PROGRAM
PRIMARY BEACH ACCESS
SECONDARY BEACH ACCESS

Job No.
Sheet No.
Date: 11-19-90
Drwn. BTP Chkd.

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Kiawah Island
DESIGNING
TURE
Charleston, South Carolina
Architectural Review Board Standards and Guidelines

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Dear Property Owner:

From the beginning of its development Kiawah has striven to achieve an uncommon and visually pleasing blend of natural beauty and man-made improvements. Resort activity and active recreational areas have been successfully integrated with the residential development on the Island. Kiawah's developers both past and present have implemented a carefully researched and appropriate plan which they in great part administer through the Architectural Review Board.

Environmentally sensitive design can only be achieved through a careful, well-thought-out response to the configuration of your particular lot, the lowcountry climate and the vegetation and topography of the building site. Research over the years has told us time and time again that Kiawah's outstanding feature is its natural beauty. The Architectural Review Board is committed to protecting and enhancing this precious asset. One of our objectives is to assist you in your planning efforts and we stand ready to do so.

These guidelines are intended to serve as your benchmark in the often complex process of planning a new home. While this document has proven to be a helpful tool in planning homes on Kiawah, it can neither provide every answer nor guarantee ideal solutions for every situation. Nevertheless, as questions arise concerning your building plans, our staff and the board itself will be most happy to help you. We encourage you to participate when possible in all presentations to the board as they are made by your architect, builder, or landscape architect.

We hope that you, your architect, and your builder will find these guidelines helpful and we encourage your questions and comments. If we may be of any assistance whatsoever, please do not hesitate to call on us.

Respectfully,

The Kiawah Island Architectural Review Board

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Revised June 1992

I. Intent of Guidelines

A. DESIGN OBJECTIVES

Kiawah Island may be the last barrier island on the East Coast to be privately developed. Containing about 10,000 acres, the Island enjoys a moderate climate, breath-taking natural beauty, controlled accessibility, and the professional and financial resources necessary to create both a resort and year-round residential community without compromise or parallel.

Kiawah Resort Associates is dedicated to preserving a unique and ecologically sensitive community. The architectural design and construction philosophy of the Company is that homes should generally be unobtrusive in form and color in order to complement their natural setting. No particular period, style, foreign or geographic influence or traditional approach is specifically endorsed or discouraged. The chief concern is that the residential community be basically homogeneous with certain areas having more architectural diversity than others.

This philosophy suggests that each home be treated not as an individual creation or architectural entity arbitrarily placed on its site, but rather as a carefully planned addition to the natural setting which embraces the site and becomes one with it. Consequently, architectural solutions should extend beyond the building walls to include the entire site, varying in design to complement and enhance their natural surroundings. Designs and colors appropriate for the mottled shade of forest areas might be inappropriate for open or unwooded sites. Colors and textures of exterior building materials should be compatible with the light reflecting properties of the natural elements such as tree bark, surrounding trees and shrubs, pine needles, natural grasses and other vegetation. Garish and/or overly bright colors are uniformly prohibited.

B. FUNCTION OF ARCHITECTURAL REVIEW BOARD

The Kiawah Island General Covenants delegate the control of Island development to Kiawah Resort Associates (i.e., the "Company") as successor to Kiawah's initial developer. The **COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL PROPERTIES IN KIAWAH ISLAND,** Article II, Section 1 reads as follows:

> "No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any property in Kiawah Island until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structures, drives and parking areas), landscape plan, and construction schedule shall have been approved in writing by the Company, its successors or assigns. Refusal of approval of plans, location or specification may be based by the Company upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the

Company shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Company...."

Obviously, the Architectural Review Board ("ARB") was set up for the purpose of controlling and enhancing Island development. The Board's composition of members is determined by the Company which may elect at some future time to delegate full responsibility for Architectural Control to the Community Association. At that time, the Architectural Review Board shall be set up as specified in Article VII of the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc.

Architectural Review Board approval and the subsequent issuance of a Kiawah Island Building Permit is the first step in obtaining the necessary approvals for construction of a home. Complete sets of construction documents displaying the stamp of approval of the Board must be used in following all normal procedures administered by Charleston County for obtaining building permits. The County administers the Town of Kiawah zoning ordinance on a contract basis.

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The approval of the Board relates to the harmony and compatibility of external design and site design optimization. The Board does not assume liability for either structural design or damage to a neighbors' property during construction.

The South Carolina Coastal Council (SCCC) has jurisdiction over some elements of the building process on Kiawah. The owner and his architect are solely responsible for compliance with SCCC rules and regulations. These chiefly have to do with lots that border salt marsh and certain lagoons which are considered as "critical areas" by the SCCC as well as regulation of structures near primary ocean-front sand dunes. As a rule the subdivision of front beach land at Kiawah has all been landward of the interim set back line established by the SCCC as well as the primary dune line which along its crest demarks the interim baseline established by the SCCC.

C. PURPOSE OF STANDARDS AND GUIDELINES

The Company is granted the power of establishing design guidelines through Article II of the General Covenants which reads as follows:

"The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a community which is aesthetically pleasing and functionally convenient.

The establishment of objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason such standards are not established by these covenants. In order to implement the purposes of these covenants, the Company shall establish and amend from time to time objective standards and guidelines which shall be in addition to these covenants."

It is the purpose then of these "Standards and Guidelines" to encourage construction of excellent architectural design and character appropriate to the surroundings and to the special conditions of climate and other environmental factors indigenous to Kiawah. A strong sense of identity should be developed to create an attractive and harmonious addition to the community.

These "Standards and Guidelines" are intended to assist Kiawah property owners during the design, construction and improvement of their Kiawah Island residences. The standards are intended to protect the property values of all owners throughout the Island, and the review procedures are intended to provide a systematic and uniform review for all construction requiring Architectural Review Board approval. These "Standards and Guidelines" are amended from time to time as deemed necessary.

BK J 248PG145



II. Review Process

A. EXPLANATION OF THE PROCESS

The Architectural Review Board exists to review all building, remodeling, and/or alteration activity proposed on Kiawah Island and to encourage high quality architectural design and characteristics appropriate to the surroundings and the special conditions of climate and other environmental factors indigenous to the area.

This review process has been set up to establish a systematic and uniform review of proposed construction. Required drawings and submittal forms must receive Preliminary Approval before submission for Final Approval. All submittals to the Board for house construction are required to be made by an Architect registered in the State of South Carolina. Architects must also have a Town of Kiawah business license.

Architects should strive to develop a strong sense of identity within a framework of visual continuity so as to create an attractive and harmonious addition to the community. It is not the intention of this Board to stifle creativity in producing a strong identity, provided the design conforms to the Covenants and these Guidelines. The Board, however, through its Architectural Review procedures, may disapprove any proposed construction on purely aesthetic grounds, where, in its sole judgement, such action is required to protect the enduring natural beauty and attractiveness of an area.

The Company employs a Staff Architect (on a full or part time basis, as required) to assist owners, architects and contractors during the design and construction of homes. The Staff Architect is available to promptly reply to questions concerning design and construction guidelines. The Staff Architect will preview every project before Preliminary and Final Review and will review the lot stake out and the submission of acceptable working drawings, specifications, landscaping plan, and color samples. The project will not be presented to the Board for review until all of these items have been completed.

No site clearing, material deliveries, or construction may begin without first obtaining a Kiawah Island Building Permit from the Board. A permit may be issued only after Final Approval is granted by the Board and the approved job sign has been applied for. Therefore, the review process must begin early enough to obtain approval that coordinates with the construction schedule. All normal procedures set up by Charleston County Building Department and/or the Town of Kiawah must be followed as well.

The Board generally meets the first and third Thursdays of every month, or more often if the case load dictates. Submittals should be received at the ARB office no later than Monday, noon, prior to the meeting. To be considered, submittals shall be accompanied by the appropriate Architectural Review Board Form completed in full. Any review fees due must also be paid in full for a submittal to receive

consideration. All requirements shall be completed or the Board may refuse to review a submittal. The Board encourages personal presentations of submittals by architects and/or owners.

B. PRELIMINARY REVIEW

As early as the owner and architect are able to identify design objectives, two sets of preliminary plans should be submitted for review. These plans should consist of tenative drawings that reflect the general form, spatial relations, materials, articulation and circulation patterns. Schematic sketches, dimensioned drawings, models and perspectives are most appropriate for preliminary submittals. Regardless what form of presentation is used, all preliminary submittals must contain the following:

1. **SITE ANALYSIS.** A site analysis shall be presented at a scale of 1/8" = 1" or 1" = 10' depicting the site data gathered. The analysis should be drawn on a copy of the tree and topographical survey, prepared by a Licensed Land Surveyor, showing the types and location of all oak trees greater than 3" in diameter and all other trees over 6" in diameter at waist height as well as property lines, easements, setbacks, contour lines, and other prominent, natural features. The analysis should include, but is not limited to, sun analysis, breeze directions, drainage, views, homes and driveways on adjoining lots, site access, and areas providing minimal or maximal privacy. See Appendix, page 36 for the tree guide lines.

2. **SCHEMATIC LANDSCAPE PLAN.** A landscape plan prepared by a South Carolina registered landscape architect, at a scale of 1/8" = 1" or 1" = 10' showing the location of the house, driveway and walks with proposed landscaping concepts as intended to help integrate the building with its environment and to provide for positive drainage.

3. **DIMENSIONED SITE PLAN.** The site plan shall be drawn at a scale of 1/8" = 1" or 1" = 10' and shall show the roof plan of the house and contain dimensions demonstrating conformity with all required easements and setbacks. Driveways and walks must be located along with the proposed service yard, HVAC units and electric meter. Driveways, garage backup areas, and guest parking areas should be dimensioned to include width, depth, and curve radii. See Landscape Guidelines for standards. Site plans must also include the following area calculations: area of building footprint (all heated and unheated spaces, in square feet), area of all first floor decks stairs and porches, area of all driveways and walks, the total of these areas in square feet (area of improvements), the total area of the lot in square feet, and the area of improvements expressed as a percentage of the total lot area.

4. **FLOOR PLANS.** Floor plans at 1/4" scale shall be presented depicting the layout of spaces for

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all levels of the proposed building.

5. **ELEVATIONS.** Drawings shall be presented at 1/4" scale representing the view of all exterior sides of the proposed structure. Wood, stucco and/or masonry elements of all exterior walls shall be accurately and fully depicted.

6. **BUILDING/SITE SECTION.** A section drawn at 1/4" scale showing the relationship of interior and exterior spaces with the natural topography shall be provided.

7. **PRELIMINARY STAKE OUT.** The house shall be staked out on the lot with stakes at least two (2) feet tall marking the corners. A string shall connect all stakes outlining the shape of the house. The lot line nearest the house shall be defined with string. All trees proposed to be removed shall be tied about their circumference with red surveyor's ribbon.

8. **COMPLETED PRELIMINARY REVIEW FORM.** The Board will either grant Preliminary Approval or provide reasons for the rejection of the submittal, and normally will offer suggestions for improvement. If the preliminary drawings are substantially changed, either by request of the Board or desire of the owner, they must be resubmitted and receive Preliminary Approval before proceeding for Final Approval. A Preliminary Approval is valid for twelve (12) months from date of approval.

9. **SUBMITTAL FEE.** This fee is for the review process. See appendix for the schedule.

C. FINAL REVIEW

The construction documents are prepared after changes are made, if any, from the review of preliminary plans. The final stake-out, reflecting any changes, must be completed before submitting for Final Review. The Staff Architect will preview all submissions, and will not present a project to the Board for Final Review unless the following are completed and have been submitted:

1. **FINAL STAKE-OUT.** The preliminary stake-out must be updated reflecting changes, if any, in the location of the house or driveway and any additional trees to be removed. No dune lines or oak trees over 3" or other trees 6" in diameter at chest height may be removed or limbed at any time without prior Board approval. Extra care shall be taken by fencing to avoid injury to any trees not approved for removal.

2. **COLOR SAMPLES.** Proposed colors of all exterior materials including siding, trim, brick, roofing, stucco and lattice shall be submitted on actual samples of materials proposed for use. These sample submissions are most important to both the owner and the Board in evaluating the eventual appearance of the house as color chips often vary greatly from actual applications on varying materials.

3. **LANDSCAPE PLAN.** Landscape plans prepared by a South Carolina registered landscape architect drawn to a scale of 1/8" = 1" or 1" = 10' must convey a scale representation of all planting material, identified as to size, common name, and variety. Plans shall also show the location of landscape lighting with fixture catalogue cuts, sprinkler head locations, walks, fences, pools, decks, patios, play structures and mailboxes. Adequate plant screening shall be provided for HVAC units, service yards, trash enclosures, and electric meters. Each plan shall indicate the location of a 4" PVC conduit (Schedule 40) below the driveway in the street right-of-way for future cable installation. The conduit should be 3 feet from the edge of the street with an invert 18 inches below grade. The conduit should extend 24 inches beyond either side of the paving and be capped on both ends. Berkeley Electric must be contacted for the delivery of an additional conduit and specifics on it's placement. The contractor shall be responsible for locating existing utilities before excavating.

4. **DIMENSIONED SITE PLAN.** Similar to preliminary including any changes and proposed utility services.

5. **FOUNDATION AND FRAMING PLAN.** Plans at 1/4" scale showing locations and sizes of foundation and framing elements and how they relate to nearby trees.

6. **FLOOR PLANS.** Floor plans shall be drawn at 1/4" scale containing all information necessary for construction.

7. **ELEVATIONS.** Drawn at 1/4" scale, elevations shall accurately represent the view of all sides of the house. Floor elevations must be delineated and existing and proposed grade levels must be shown. All exterior materials must be labeled.

8. **BUILDING SECTIONS.** Drawn at 1/4" scale as necessary for clarification or construction.

9. **ELECTRICAL AND MECHANICAL PLANS.** Plans submitted at 1/4" scale showing necessary

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information. Charleston County requires plumbing and electrical riser diagrams for homes in the "V-Zone" (generally those within 1000 ft. of the front beach). Electrical plans must show the meter location and mechanical plan must show enclosed HVAC area.

10. **DETAILS.**

Typical wall section
Exterior trim
Window and door details
Exterior walls, fences, or screens
Railings and/or seating
Screen porch section
Patio wall, as appropriate

11. **SPECIFICATIONS.** A full set of specifications must be submitted defining the quality of all work and materials.

12. **COMPLETED FINAL REVIEW FORM.**

If the Board fails to grant Final Approval of the project, it will designate items to be corrected or resubmitted. If the Board grants Final Approval, A Kiawah Island Building Permit may be obtained at the ARB office. Two (2) sets of working drawings and one (1) site plan must be presented to obtain the approval stamp. The completed Construction Deposit Form must accompany the drawings and the construction deposit. A Kiawah Island Permit and stamped drawings will then be issued. These will be required by Charleston County in issuing the governmentally-required Zoning and Building Permits.

D. EXISITNG RESIDENCES IMPROVEMENT REVIEW

As stated in the Covenants, "no building, fence or other structure may be erected, placed or altered nor shall a building permit for such improvement be applied for on any property in Kiawah Island until the proposed building plans, specifications, exterior color or finish, plot plan, landscape plan and construction schedule shall have been approved in writing by the Company...." When submitting for review of proposed improvements, presentations must include but may not be limited to the following:

1. **LETTER OF INTENT.** The owner should inform the Board as to the intent and purpose of the

proposed improvements.

2. **COLOR SAMPLES.** Samples are most important when applying for improvement approval because of the necessity of matching existing materials. There is a distinct preference by the ARB for transparent and semi-transparent stains on residential structures so as to blend with the natural surroundings.

3. **SITE PLAN.** A plan with dimensions of the property must be submitted showing the location(s) of the proposed improvements.

4. **DRAWINGS.** Two sets of sufficient plans and elevations shall be submitted to adequately define and explain the improvement. Drawings representing the existing structure(s) will also need to be submitted.

5. **COMPLETED IMPROVEMENT REVIEW FORM.**

After reviewing the project, the Board will either designate changes or grant Final Approval. As with new construction, the construction deposit must accompany the completed Construction Deposit Form, two (2) sets of the drawings, and one (1) site plan to be stamped before obtaining a Kiawah Island Building Permit. As specified in the construction guidelines, the Kiawah ARB permit and the Charleston County Permit must be displayed before site clearing, material delivery, or construction may begin.

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III. Design Guidelines

A. SITE ANALYSIS

One of the major goals of every architect designing on Kiawah Island must be to integrate successfully every man-made structure with its surrounding natural environment. Since each building site will be unique, it will be necessary for all architects to prepare a thorough site analysis prior to the design of every project. The Board will scrutinize closely, while reviewing for approval, the overall design concept and how well it relates to its surrounding environment.

An important step is conveying to the Board the appropriateness of how the design evolved from the site analysis. Thus, it is very important that all pertinent site data gathered be presented to the Board while submitting for Preliminary Approval. This information should be represented graphically on a Site Analysis Drawing.

One of the first steps in preparing a site analysis is obtaining a topographical and tree survey from a South Carolina Registered Land Surveyor. This survey must be at 1/8" = 1'-0" or 1" = 10' scale and is required to show the legal description of the property, with all recorded easements and setbacks, the topography of the lot, the location and type of all oak trees over 3" in diameter and other trees in excess of 6" in diameter, and any other prominent natural features of the site. Adjacent residences, garages and driveways should also be located to suggest the orientation of areas of the design requiring maximal or minimal privacy. The accuracy of the survey is extremely important as this will eventually influence the design of the residence. Minor inaccuracies in the survey can cost thousands of dollars later in altering structures, and surveyor error cannot be considered "hardship" that supports a variance.

In addition to detailed site data, more general information of the surrounding physical environment must be included. Consideration should be given to prominent and potential views, orientation for privacy from the street, neighbors, golf course, etc., in addition to the materials, scale, and form of existing homes in the neighborhood. These factors will be very important in blending the proposed design with the existing neighborhood fabric.

The schematic design must also address the prominent climatic characteristics of the Island. The warm temperatures suggest every home have adequate cooling capabilities. Designs should take advantage of the cooling breezes by providing for cross ventilation. With the majority of the days being sunny, there is a great potential for using passive and active solar systems. Periodic heavy rains occur during the summer months which suggests the covering of some outdoor spaces. These spaces should also be screened because of the presence of gnats and mosquitoes during the Spring and Fall months, often the most pleasant times to enjoy outdoor living.

After preparing the site analysis, the uniqueness of each site becomes apparent. Because of this uniqueness, it becomes unlikely a residential design that was appropriate on one site will be equally appropriate for another site. Therefore, the repetitive use of residential designs and the purchasing of stock plans is inappropriate and will not be accepted.

B. SINGLE FAMILY HOMES

Residential homesites on the Island are conveyed to individual buyers subject to extensive deed restrictions and architectural covenants designed to establish strict control of land use and insure that all residences are attractive in appearance and appropriate to their neighborhood. These restrictions and site analysis data form a basis for the beginning of site development concepts.

When developing a site, a concept must be followed in determining site utilization. The best access to the site, as shown in the site analysis, should be the beginning of auto circulation areas including driveways, parking, garages and turn-arounds. The functional areas of the home should be related to the most suitable areas of the lot. Particular attention should be given to entry areas, living areas, sleeping areas and service areas. Resident and visitor circulation patterns should be resolved as well. Often (though not in every instance) driveways entering a major collector street will be required to share ingress/egress for a limited distance with the adjoining lot owner.

Successful residential design solutions are those in which it is difficult to distinguish between elements that are a part of the building and those which are a part of the landscape design. Site utilization, interior spaces, exterior spaces and landscaping concepts should be integrated with the environmental features in the creation of a successful design.

The buildable area of every lot must be delineated to determine the portion of the lot upon which the house may be constructed. This area is sometimes specified by the easements and setbacks as recorded on the subdivision plat or in the legal description of the lot. In the absence of setbacks specified on the subdivision plat and/or the covenants, the typical setbacks required by the ARB are:

BUILDING SETBACKS:
Front or Side Yard adjoining a street 25 feet
Side or Rear Yard adjoining a golf course 30 feet
Rear Yard adjoining another yard 20 feet
Side Yard adjoining another yard 15 feet
Side or Rear Yard adjoining a lagoon 30 feet
Side or Rear Yard adjoining a marsh 30 feet

Rear Yard adjoining an open area 20 feet
Side Yard adjoining an open area 15 feet

The setbacks outlined above are for a "typical" rectangular building site 100 feet wide and 150 feet deep. Larger, as well as irregular sites, may suggest to the Board that these setbacks be altered. It is imperative that the owner/architect get from the ARB a reading on specific setbacks before proceeding beyond the conceptual stage.

VARIANCES: Newer rules on setbacks (whether on the subdivision Plat of record or NOT) are determined by the Company, and slight variances may be permitted by the ARB to save prominent trees, minimize disruption to unusual topographic features, to accommodate an irregularly shaped lot or when the ARB determines in its sole discretion, that a variance is otherwise appropriate to the site. All such determinations are final and binding on all concerned.

ARCHITECTURAL DESIGNS: The architectural design concept for Kiawah Island is that home structures should be generally unobtrusive in form and color in order to complement their natural setting. No particular period styles, foreign or geographic influences, or historical approaches are specifically endorsed or encouraged. Only after extensive site information has been collected and site development concepts have been formulated giving due consideration to neighboring properties, can the building development be considered.

BUILDING SIZE: The Covenants, Contract of Sale, recorded plats and/or Deed to your lot usually stipulate the minimum and/or maximum square footage that may be contained in a residence built on a lot. The minimum size of the first floor (also sometimes set forth in the Deed or Plat) may be regulated by the ARB. Building heights shall be determined by the ARB based upon lot location, tree cover, neighboring homes and other factors affecting the site. Homes shall generally be from one to three stories in height with taller designs to receive approval from the Board prior to Preliminary Review. Particular attention should be given to the first floor elevation required by flood regulations adopted by Charleston County. In addition, while maximum building sizes may not be specifically established in your Deed or recorded Covenants, the Board may at its discretion, disapprove a submittal that is inappropriate for the site due to size. The Board will not approve any submittal which crowds the site and/or is out context with other structures in the area. In general, designs in which the amount of the site covered by the house, including all decks, walkways, driveways, and other improvements, exceeds 33% of the total lot area will be disapproved.

BUILDING FORM: The eventual building form of every residence should be a carefully planned

addition to the natural setting and embrace its site. Building shapes should provide interest and be compatible with neighbors. Large homes can be made to appear smaller and small homes to appear larger by the manipulation of shapes and forms, and by the effective use of decks, carports, garages and screened porches. The roof-scape of each home should complement the design of the home, the natural surroundings and neighboring designs.

ARTICULATION: The aesthetic appearance of a residence obviously depends greatly upon the articulation of the siding, roofing, details, fenestration, walls and fences. Windows should be selected and located to provide for views, light, privacy and natural ventilation. Walls, fences and screens should be used to provide privacy, enclose service areas and HVAC units and to reduce the scale of large masses. Details at the soffit, fascia, base, corners, windows and decks should have common elements that help unify the appearance.

MATERIALS AND COLORS: All exterior materials and colors should complement the surrounding environment. Color samples for new construction and restaining of existing buildings shall be submitted to the Board for approval in advance of painting or staining. The use of garish and/or overly bright colors is uniformly prohibited. The use of natural woods, stucco and brick is encouraged while the use of imitation or less than highest quality materials is discouraged. (The use of plywood siding is almost never permitted.). Roofing materials shall be wood shakes,wood shingles, fiberglass shingles, slate, tile or standing seam metal. In case of fiberglass shingles these shall be of a "shake" style, of a minimum weight per square of 275 pounds, and have at least a 30 year warranty. Other roofing materials shall be held to a similar standard of quality. Roof vents and accessories should be located away from the front elevation and painted to match the roof color. Sloping roof pitches are required to be a minimum of 5/12 for functional and aesthetic reasons.

SUPPORT FACILITIES: Circulation patterns should be taken into consideration when designing to avoid conflicts between visitors, service areas and the like. The Covenants require that every home have an enclosed service area suitable for garbage, bicycles, etc. Electric meters and air-conditioning units must also be screened from view. Television and radio antennas are not permitted on roofs and should be installed in attics. Clothes lines are not permissible.

APPURTENANCES: The proposed building of a dock or bridge into or across any natural or man-made water body must receive prior approval from the Board, and if located on any golf course body of water, approval of the resort operator (currently, Landmark Land Company of Carolina, Inc.). Exterior lighting requires Board approval, and must be installed so as not to disturb either neighbors or

nearby traffic. Front beach homes are not permitted to have exterior lights that shine directly toward the beach as these interfere with the Loggerhead Turtle migrations. In addition, the S.C. Coastal Council has adopted regulations thereabout which should be consulted. The construction of game and play structures as well as swimming pools and tennis courts are considered improvements and must be submitted to the Board. The approval of such structures generally depends upon their location, appearance and related landscaping. Each home is required to have a typical Kiawah mailbox with the appropriate lot number or assigned street number routed in the cross piece. The owner's name may be applied to the side of the mailbox. The design, color, construction and installation of every mailbox is required to conform with the Kiawah Island Signage System for Mailboxes included in the Appendix.

LANDSCAPE GUIDELINES: Kiawah Island's natural setting offers a unique environment which must be recognized and preserved as a framework for development. The Island's special natural environment is ecologically fragile and is difficult to replace once it has been disturbed. The Guidelines are intended to indicate the seriousness with which we approach alteration of Kiawah's vegetation.

Existing Vegetation

Significant trees and areas of understory growth are essential natural and aesthetic resources. They play a critical role in purifying air and water, providing wildlife habitat, enhancing natural drainage, and erosion control. These trees and shrubs contribute to the quality of life on Kiawah and are an inseparable part of it's historical legacy. Consequently, the Architectural Review Board is most concerned with their well-being, and has established these Guidelines to assure their preservation.

The following are a few general guidelines that must be followed regarding existing vegetation:

1. The removal of any tree or any area of significant understory growth without the notification of, and permission being granted by, the Architectural Review Board is prohibited. The pruning of trees, or understory growth in sensitive areas, without the Board's approval is also prohibited. ("Sensitive areas" include, but are not limited to, beachfront properties, areas of maritime forest, lagoon edges, marsh edges, and areas bordering golf courses).
2. Tree removal required to develop the property (i.e., the building footprint and paved area) may require planting of additional trees as mitigation. See the Tree Replacement Guidelines in appendix.
3. The removal of trees on lots or parcels that have already been developed is discouraged by the Board. Any such removal without the Board's approval is prohibited.

4. Pruning in Sensitive Areas: Lagoon edges, marsh edges, and beachfront areas, contain some of the most sensitive vegetation on the Island. Natural drainage patterns, erosion control as well as wildlife habitat, may be easily upset by thoughtless overpruning, therefore, the pruning in these areas is prohibited without the Board's approval. In all cases where such pruning is allowed, it shall be kept to a minimum and conform to existing natural patterns of growth.

Design Guidelines

These guidelines have been prepared to help define the appropriate site planning and landscaping that sould be provided for the residences on Kiawah Island. The basic objectives of a designer preparing site and landscape plans for a home on Kiawah should be:

1. To minimize the impact of the home on the surrounding natural environment and to see that the site's existing landscape is preserved in its natural state insofar as possible.
2. To enhance the built environment and integrate structures into the surrounding natural environment.
3. Long and short views both to and from a project should be carefully considered. Certain views should be improved with the addition of selected landscape elements and selected pruning of existing vegetation. Undesirable views should be screened with landscaping elements appropriate to that purpose.

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The completed landscaping should compliment the residence and provide continuity between it and the surrounding vegetation. Landscape Architects should incorporate the existing natural vegetation into their plans and add it in such a way so as to produce a feeling of "modest cultivation" that "blurs the line" between man made elements and the natural environment.

The use of flowering trees and shrubs, both perennial and annuals, of soft pastel colors is encouraged. The extent and complexity of landscaping of course will depend upon the owner's desires, the design of the residence, the nature of existing vegetation, and the configuration of the property.

Care should be used in the the selection of plants and flowers for size, tolerance of salt-air environment and resistance to drought and wildlife. Because of the rapid drying rate of the sandy soil, it is recommended that irrigation systems be included in landscaping plans to protect the sizable investment of initial landscaping planting. It is critical that the storm drainage system and any applicable easements

in the immediate area of site be integrated into the overall landscape design.

The following are a few guidelines which must be followed:

I. GENERAL

A. All landscape plans must be prepared and stamped by a landscape architect licensed to practice in the State of South Carolina.
B. The entire site must be planned. If areas are to remain natural, it should be indicated on the plan.
C. Schematic or bubble diagrams may be used for preliminary plans.
D. Driveways, parking areas, and visually objectional elements such as service areas, storage yards, and utilities must be well screened from the street and adjoining lots.

II. HARDSCAPE

A. Each lot is permitted to have only one driveway access from the street. "Straight shot" driveways are greatly discouraged.
B. Most Kiawah driveways are paved with either concrete or asphalt; however, in wooded areas the Board does not discourage the use of soft pervious material such as gravel, pine straw, or wood chips.
C. Dimension standards:
   1. Driveway width should be a minimum of 12' on curves, and 10' for straight drives. Where the driveway meets the street, the width of the drive should be at least 18' wide. Curved driveways should have no less than a 15' radius.
   2. Garage backup area should be a minimum of 26' from garage door.
   3. Guest parking area must be a minimum depth of 19' and maximum width of 20' (two cars).
   4. All walkways to the front entrance should be a minimum of 54" wide.
   5. No paved areas may be sited closer than five feet from side or rear property lines.
D. In general, the Board discourages the use of more than two guest parking areas for a standard building lot.
E. The site plan should indicate the location of the required conduit.

III. SOFTSCAPE

A. Trees

1. Each lot after development must contain a minimum of one healthy tree of an approved type for every 1,000 square feet of gross lot area or fraction thereof. Such trees must be a minimum of 10-12 feet in height, with a minimum trunk diameter of 3" measured 3' above the ground. Palmetto trees only count as 1/2 tree when calculating the required number. Owners of unusually large lots, beach front lots, or lots with large specimen oaks may request relief from this requirement.
2. The above formula does not grant the owner the right to clear any exisiting trees without Board approval.
3. Of the trees shown to be planted on the landscape plan, at least two-thirds must be native species (oaks, magolias, hickories, palmettos, etc).
4. All trees required for mitigation must be native species.
5. Landscape plans must show and label species of existing trees that are to remain.
6. The landscape plan must indicate, in chart form, how the proposed plan fulfills the above tree requirements.

B. Shrubs

1. All shrubs to be installed must be a minimum size of three gallons.
2. The Board may require larger material (6'-8' in height) to be planted to help soften tall foundations.
3. Straight line plantings (hedges) along the property lines are not allowed.
4. Planting beds near side property lines are encouraged to blend with adjacent properties in both plant material and design. Native plants such as wax myrtles and holliles are also encouraged along these edges.
5. The use of native or drought tolerant plants are recommended to reduce irrigation needs.

C. Grass, ground cover, and mulch

1. Areas shown to be grassed must be sodded as opposed to seeded or sprigged.
2. Roadside right-of-ways that are disturbed during construction must be regraded

and sodded so as to provide a continuous grass verge. This includes near by lots that are damaged during construction.
3. Ground cover is encouraged in areas of shade where it is difficult to grow grass.
4. Pinestraw or mulch can be used as a ground cover only in areas of dense shade.

IV. EXTERIOR LIGHTING

A. Landscape plans must indicate all proposed exterior lighting. The use of exposed, non-hooded spotlights will not be approved.
B. Lighting within street rights-of-way is not allowed.

C. PATIO HOMES I & II

It should be noted that approval of a landscape plan is conditional, pending a field review of the inplace installation. At that time, additional landscaping may be required to reduce the visual height of a tall structure, to provide erosion control, additional screening, or for other reasons.

Residential lots shown on recorded plats on which a patio wall is designated are referred to as "patio lots." Dwelling units constructed on patio lots must be constructed to utilize a patio wall as designated or prescribed on the plat. The patio house emphasizes an indoor-outdoor use relationship and full utilization of the site for living purposes.

Setback restrictions and easement areas are uniform for all patio lots on Kiawah Island. These restrictions are given in detail in the Patio Homes Covenants I & II and are briefly outlined below:

BUILDING SETBACKS AND EASEMENTS:

Patio Homes I		**Patio Homes II**	
Zero Lot Line -	3' Setback to Patio Wall	Zero Lot Line -	3' Setback to Patio Wall
Adjoining Zero Lot Line -	7' Easement	Adjoining Zero Lot Line -	12' Easement (rear)
Front -	20' Easement	Front -	25' Easement (rear)
Wooded Area -	10' Easement	Wooded Area -	15' Easement (rear)
Wooded Area -	10' Easement	Wooded Area -	15' Easement (rear)
Golf Course -	30' Easement (rear)	Golf Course -	30' Easement (rear)
Lagoon -	30' Easement (rear)	Lagoon -	30' Easement (rear)
Marsh -	30' Easement (rear)	Marsh -	30' Easement (rear)

The area included within these setbacks is the "buildable area." All enclosed dwelling areas of the Patio House must be contained within the "buildable area."

The main architectural element of every patio home will be the patio wall. The design criteria for the patio wall will require more imaginative thinking than simply a straight wall or fence. Architects are encouraged to optimize the "private garden-court" character of the patio home where the wall enclosure is employed to provide privacy and obtain a maximum utilization of living space.

Site utilization of patio lots is a particular challenge to architects. Interior spaces should be arranged in such a manner as to allow them to flow into private outdoor spaces. The patio wall must be solid with no openings allowing for potential views to neighboring lots.

In keeping with the concept of a patio home, side yards should be treated as outdoor living extensions of the house itself, and not simply as storage or unusable space typical of traditional side yards. When lots do not adjoin a golf course, lagoon, or marsh, a rear enclosing wall may extend to and along the rear property line irrespective of the ten (10) foot setback requirement to allow the owner maximum use of his property.

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An integral part of the development of patio lots is a landscape concept that complements the architectural design. Adequate landscaping must be used to "furnish" the outdoor living spaces and to anchor the home and patio wall within the natural surroundings. Thus, the conceptual landscaping plan must be included with the architectural design of the building and the patio wall.

ARCHITECTURAL DESIGN: Residential lots shown on recorded plats and designated as "Patio Lots" shall be used for the construction of Patio Homes. Patio Homes must be designed to utilize a patio wall to enclose portions of the lot surrounding the house which can be used for private outdoor living activity.

Patio homes are to be designed using the existing natural lot features. They are not intended to be normal single family homes on a small lot without windows in one wall. The side yard, traditionally not private in most homes, is the most private area of a patio lot and should be incorporated into the design of the residence.

PATIO WALL: The Patio Wall shall be constructed simultaneously with a patio home and shall be located so that the exterior of same shall be three (3) feet inside of and parallel to the designated lot lines

on the recorded subdivision plat. The wall may be located elsewhere on the lot with Board approval. Also, two owners of adjacent lots may, with approval, construct a common party wall provided it meets the requirements of the Southern Building Code as to height and fire rating.

A patio wall should not be merely a fence. Its purpose is to enclose outdoor space for use as an extension of the living area. Patio walls on the front shall not end abruptly, but should turn to form a service or entry court, or connect to the adjacent patio wall. Walls on the rear may not necessarily turn if they would block views. Each patio home design must include a wall connecting to the adjacent patio wall near the front of the lot to provide continuity in the streetscape.

The patio wall must be 6 to 8 feet in height above the natural grade and/or adjacent floor level. The length of the wall must extend to within 10 feet of the front and rear property lines (unless other setbacks are appropriate) and may extend the entire length of the lot. A higher wing wall will also be required when second story windows provide views in to adjoining lots. The patio wall should be constructed of materials that blend with the home. Variety is encouraged in use of materials, design, detailing and textures.

SIZE: The size of the enclosed dwelling area of all patio homes is usually defined in the Contract of Sale or Plat and supported by the Deed Covenants. With rare exceptions, the first floor of a patio home may not occupy in excess of 40 percent of the entire area of the patio lot. To maintain the scale of patio home neighborhoods, height will be restricted to two (2) floors of enclosed living space.

FORM: The form of a patio home must relate to the existing natural features, to the desire of attaining indoor/outdoor living spaces and to neighboring patio homes. Generally, the mass of a patio home will be broken down into smaller elements allowing for the interplay of patios, decks, screened porches, and courtyards. The roofscape must relate to the tree cover and neighboring homes and may be extended to cover a garage or carport.

ARTICULATION: The design articulation of a patio home determines the usability and enjoyment of the residence as well as the exterior appearance. Living spaces should be arranged to preserve existing natural features and to allow indoor spaces to open out into courtyards, patios and decks. The fenestration should be designed to optimize the use of the surrounding private exterior space as well as providing for views, natural light and ventilation. In developing the patio home concept, the articulation of walls, fences and screens should be used to continue the concept of the house throughout the lot. Complementing details should be used throughout the design to assure architectural compatibility.

MATERIALS AND COLORS: As with all homes on the Island, the exterior materials and colors should be selected to blend with the natural surroundings. Garish and overly bright colors are uniformly prohibited. Generally, exterior materials of wood and stucco are appropriate. Brick may be used but is usually approved

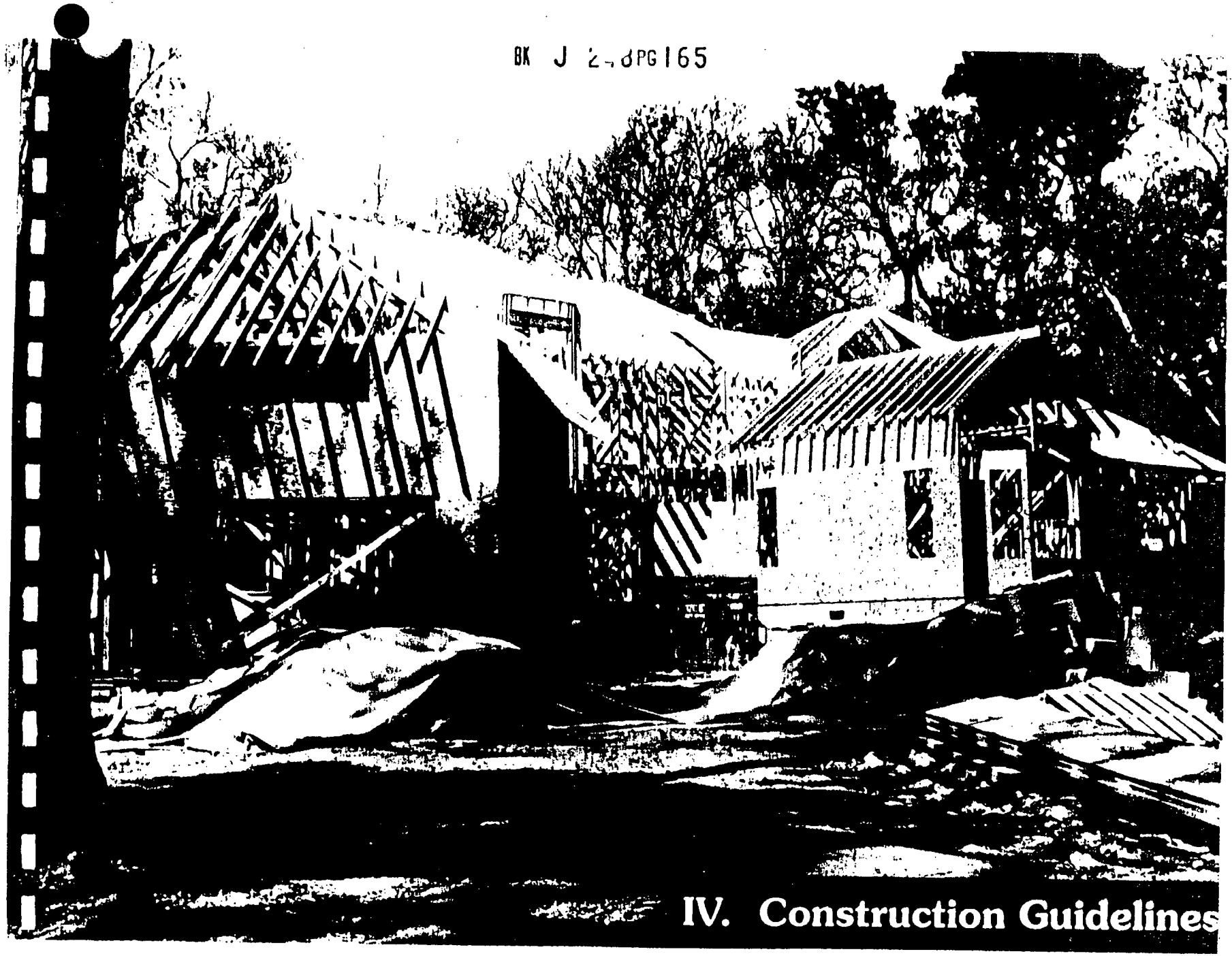
only as a minor material (i.e., certain walls or a chimney). A variety of materials should be used on patio homes and walls to prevent a monotonous appearance. Colors should reflect the location, taking into consideration whether the site is open or heavily wooded. Roofing materials and pitches are those required for single family homes.

SUPPORT FACILITIES: Because of the compact size of the lot, the careful location of support facilities for patio homes is critical. An adequate enclosed service yard is required by the Covenants and should be accessible from the kitchen and parking area. Two parking spaces shall be provided on the property which are allowed in the twenty (20) foot setback. The parking area should be disguised, if possible, with a carport, walls or preferably, bermed landscaping. A separate trash and garbage enclosure must be included if not provided in the service yard. Air conditioning units and electric meters must be screened from view and may not be placed on the back of the patio wall. Television and radio antennas may not be exposed, but must be installed in attic spaces.

APPURTENANCES: Due to the close knit fabric of patio neighborhoods, appurtenances must be designed with not only the owner's needs in mind, but the adjoining properties as well. Mailboxes must conform to the Signage System Guidelines included in the Appendix, and should be located to complement the landscape design. The dimensioned location and construction details on all swimming pools shall be submitted to the Board for approval. Noise factors and disturbances of neighbors will determine the positioning of game and play structures that shall be submitted on final landscape plans. The use and selection of exterior lighting should enhance the aesthetic appearance with consideration given to neighbors and nearby traffic. All docks and bridges extending into or crossing over natural or man-made bodies of water are required to be approved by the Board, and if along golf courses, by the resort operator.

LANDSCAPING: All landscape plans submitted to the Board must be prepared by a South Carolina registered landscape architect. The landscape design of a patio lot must be an integral part of the design of the patio home. In a successful patio home, it should be difficult to distinguish between the building elements and the landscape elements. Walls, fences and screens should be used to design exterior spaces. Plants should be used to furnish these spaces and enhance the home's appearance. When selecting plants and flowers, attention should be given to texture, scale, adaptability and resistance to drought and wildlife. Due to the rapid drying rate of the sandy soil, the provision of an irrigation system is strongly recommended to protect the owner's considerable investment of initial landscape installation. This system will also reduce maintenance and improve the appearance of the yard. The storm drainage system in the immediate area of the site must be integrated into the overall landscaping plan by the owner's architect. Down lights, up lights, stair lights and low voltage lights are all used in landscape designs for accent, safety and appearance. The use of exposed, non-hooded spotlights is prohibited. See page 14 for additional landscape guidelines.

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IV. Construction Guidelines

A. BEFORE CONSTRUCTION

After completing the review process and receiving Final Approval of the stake-out and construction documents from the Architectural Review Board, several steps shall be followed before any lot clearing, material deliveries, or construction may begin.

Every job site must contain a job sign which will be supplied by the Architectural Review Board. The procedure for this will be as follows:

1. Upon receiving final approval, builders may apply for construction permits and approval stamps.
2. When applying for permit, builder will supply owner, architect, and builder information for sign. In addition to the existing required construction deposit, there will be a non-refundable cost of the sign ($175). This must be payable with separate check.
3. Within 3-5 days, the builder may pick up the sign from the Architectural Review Board office ready to be installed on-site.

An A.R.B. Building Permit must be obtained for all renovations and new construction. Two (2) sets of the construction drawings and one (1) site plan must be stamped by the Architectural Review Board. These are required by Charleston County before the County will issue Zoning and Building Permits (as noted earlier these permits are issued by the County on behalf of the Town of Kiawah). Also, the Contractor must submit a completed Construction Deposit Form along with the required deposit (currently $ 3,000.00) for new construction and improvements (currently $1,000.00). At that time, an ARB Building Permit will be issued for your project. The receipt of this Permit does not preclude the necessity of also obtaining a Charleston County Building Permit. Both permits are required for construction along with any additional permits that may be necessary from other agencies (e.g., to build a boardwalk to the beach you will need a permit from the SCCC). In the case of golf course lots, you may need permission from Landmark Land Company, specifically if you seek to alter or remove any natural vegetation within 30' of any lot line bordering a golf course. We will assist in obtaining the latter services and approvals.

In summary the following steps shall be completed before construction may begin:

1. Submit to ARB office two (2) sets of approved construction drawings and one (1) site plan for stamping with completed Construction Form and construction deposit check.
2. Obtain Kiawah Island Building Permit from ARB.
3. Pick up job sign from ARB and install on site.

4. Obtain Charleston County/Town of Kiawah Building Permit and Zoning Permit (The Company may required other permits in special situations); also, if applicable, obtain approvals from Landmark for golf course lot construction and vegetation alteration.
5. Post Building Permits at job site.
6. Place dumpster and portable toilet on job site.

B. DURING CONSTRUCTION

All construction on Kiawah Island will be under constant observation by the Architectural Review Board. Three (3) mandatory field inspections will be conducted by the Board on every residence under construction. Intermediate field inspections will be conducted bi-weekly.

The first required inspection shall occur at the time the foundation is laid out. The Contractor shall notify the Board upon completion of the layout, and the inspection shall be conducted to ensure conformance with the approved drawings as to the location of the structure within the site. At this time the builder must submit to the Board an as-built survey showing distances from all foundation corners to adjacent property lines. If the removal and/or limb cutting of additional oaks greater than 3" in diameter and other trees over 6" in diameter or alteration of existing dune structures becomes necessary, approval shall be obtained from the Board in advance.

The Second Inspection shall occur upon notification by the Contractor of the substantial completion of the exterior of the residence. Any changes proposed to the home during construction must receive approval by the Board prior to implementation. The Board discourages the request of major changes during construction. Any changes implemented without Board approval are subject to the Board issuing a "stop work" order and requiring that the approved design be implemented.

The Third Inspection shall be conducted after the completion of the home and installation of landscaping. A copy of the Final Inspection shall be required by the Kiawah Island Utility Company prior to connection of permanent water and sewer.

Each construction site is required to have a job toilet for the use of workers. It must be placed at least twenty-five (25) feet from the street in an inconspicuous location with the door facing away from the street and neighboring homes. Fires are not permitted on residential construction sites under any circumstances. Care should be taken when loading trucks hauling trash so as not to have it spill over while in transit. Contractors shall be held responsible for trash and debris falling from construction vehicles.

1695

It is imperative that all sites be maintained in a clean and tidy manner. All construction materials must be kept within the property lines maintaining a clear street right-of-way. Access to the site should be limited to the proposed driveway location. Access over/through adjoining properties is expressly forbidden. The storage of materials should be in an inconspicuous area of the site and should be neat and orderly. The use of adjoining properties for access or storage of materials, without the written permission of the adjacent owner, is prohibited. Temporary storage structures, approved by the Board, may be used to store materials provided the structure is no larger than 10 feet by 10 feet by 8 feet high. Storage structures may not be used as living quarters. Larger construction trailers will not be allowed on residential job sites.

Site cleanliness shall at all times be maintained at an acceptable level. If not so maintained, the ARB will issue a "stop work" order. A commercial dumpster shall be placed on each job site and shall be dumped when necessary. At the end of each work day, materials must be stored neatly and all trash placed in the dumpster. No trash shall be strewn about the lot or piled openly. As untidy sites present a negative image to visitors and property owners, this requirement shall be strictly enforced. Should the Board determine, in its sole discretion, that a site is not being maintained properly, it may undertake to have it maintained properly and will deduct the cost from the Construction Deposit.

Temporary utilities should be installed in a neat manner. The temporary power pole must be at least 15 feet from the front property line and must be installed plumb and must not be used for the placement of signs. A temporary water hook-up may be provided but permanent water tap-in can be completed only after presenting a Final Inspection slip to the Kiawah Island Utility Company, Inc. located in the utility tract off the Kiawah Parkway.

As explained in the foregoing, residential construction sites must contain the following:

1. Commercial dumpster
2. Job toilet
3. Temporary utilities
4. Standard job sign (with permits)

C. AFTER CONSTRUCTION

When the Construction of a residence has been completed, the owner and contractor must satisfy several requirements before applying for the Final Inspection. Proof of this inspection will be necessary before Kiawah Island Utility Company, Inc., will provide permanent water and sewer service.

The construction of the residence sha.. be completed and the landscaping shall be installed conforming to the plans previously approved by the Board. Any unauthorized changes must be corrected before Final Inspection Certificate will be issued.

Upon completion of construction and landscaping, all building debris shall be removed from the site and the surrounding area. The construction site sign and the temporary power pole shall also be removed. At this time, the Contractor should notify the Board that he is ready for the Final Inspection.

As a checklist, the following items shall be completed prior to Final Inspection:

1. Complete construction
2. Remove construction debris
3. Remove temporary facilities, utilities and sign
4. Install landscaping and standard Kiawah mailbox
5. Notify Board for Final Inspection

D. GENERAL REGULATIONS

All builders of residences on Kiawah Island must be licensed by the State of South Carolina. At a minimum, a S. C. residential builder's license is required. All builders must also have a Town of Kiawah business license. Access to the Island is controlled by Kiawah Island Security located near the entry gate. All incoming vehicles must stop at the security gate for identification and pass. Construction workers are allowed access to and from the construction site only and are strictly forbidden from riding about the island. Vehicles may be periodically searched to protect all contractors from theft of materials and equipment.

The maximum hours allowed for construction personnel will be from 7:00 a.m. to 7:00 p.m., Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. No residential construction work will be performed on Sundays or national holidays.

The conduct of all workmen is the responsibility of the General Contractor. Workmen are not allowed to ride about or use island facilities. Loud cars and speeding are not permitted on the Island. All construction vehicles must be parked on the construction site. Workers are required to wear shirts and shoes when not on the job site. Workmen are not permitted to loiter about island businesses (this includes lunchtime picnics at the General Store). Loud music from radios and disturbing property owners or guests will not be permitted at any time.

The construction of all residences must be completed within one year of the issue date of the Kiawah Island Building Permit with all exceptions requiring special Board approval. Contractors must have the Owner or Architect submit all proposals for exterior changes prior to implementation. The Covenants grant the Board power to employ workers to correct any exterior changes made without approval or to employ persons to clean up an unacceptable lot. These charges will be deducted from the Construction Deposit.

The above regulations are designed to enhance Kiawah Island's overall appearance to our residents and visitors. These regulations are to be used as guidelines and are not intended to restrict, penalize or impede construction firms who adhere to these regulations while performing their duties on Kiawah Island. Repeated violation of these regulations could result in the suspension of the building permit for that residence until corrective action has been taken by the contractor. Additionally, a Contractor who repeatedly violates either the letter or "spirit" of these guidelines may be required to post a larger construction deposit or, in the extreme, be prohibited from working on Kiawah Island.

E. EXISTING HOMES GUIDELINES

The primary purpose of the Covenants and Guidelines is to foster the creation of a community which is aesthetically pleasing and functionally convenient for all residents and visitors. These restrictions, governing proposed homes, homes under construction, and existing homes, require every home on the Island to be maintained in a manner conforming with these Guidelines.

Improvements. No alteration, including painting or staining, affecting the exterior appearance of any building, structure or landscape shall be made without prior approval of the Board. A request for approval must be submitted to the Board including the review fee, a completed Improvement Review Form, all drawings necessary to define the proposed improvement, color samples, and site stake out. When approved, a Kiawah Island Building Permit must be issued prior to commencement of any clearing, material delivery, or construction.

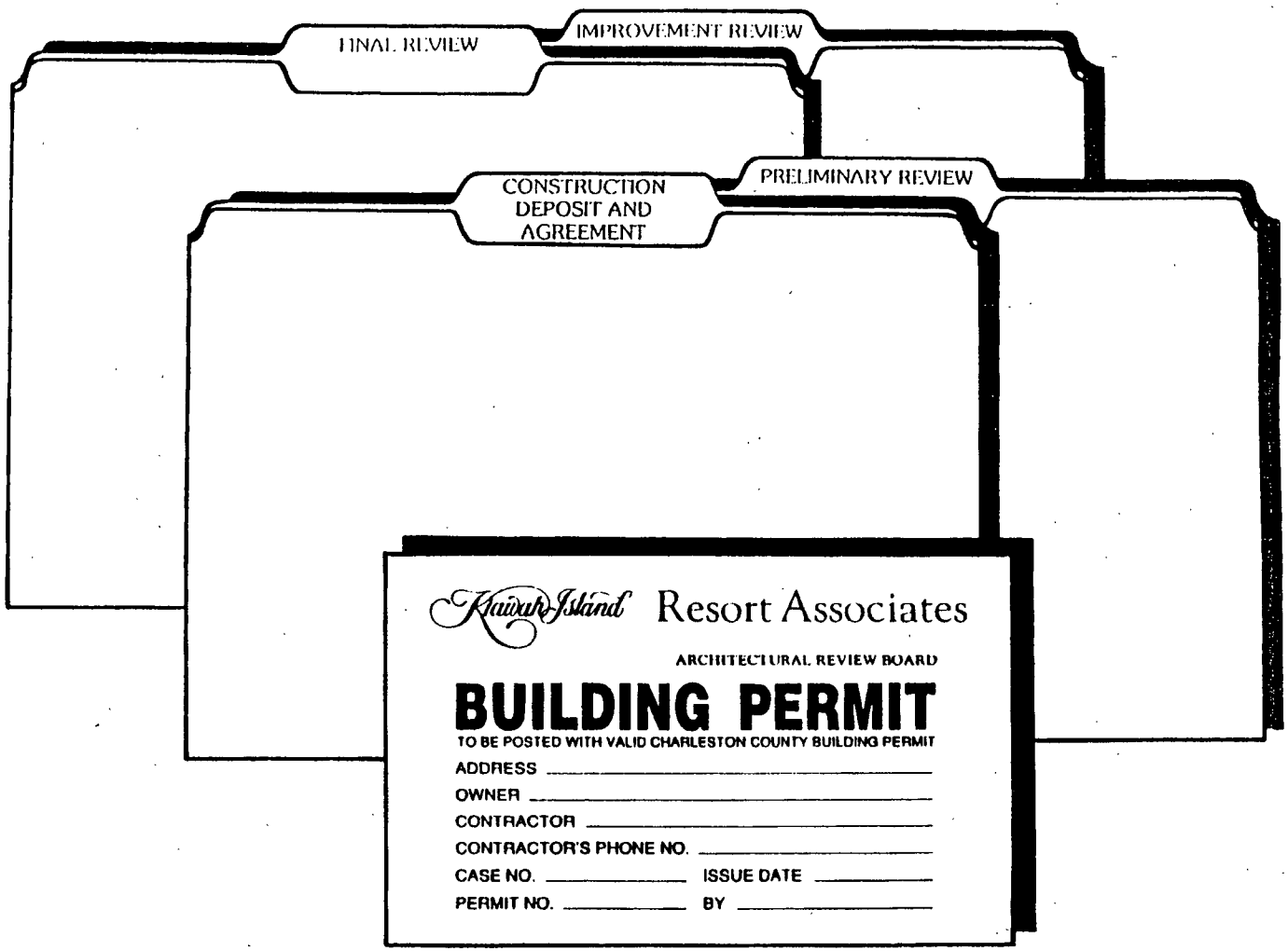
Landscaping. Every property owner is responsible for preventing the development of any unclean, unsightly, or unkempt conditions of buildings or yards which shall reduce the beauty of the neighborhood as a whole or the specific area. In formal landscaped areas, bed and lawn areas must be maintained. In natural areas, weed growth must be controlled. Any proposed changes in landscaping such as fences, fountains, lighting, game structures, drives, walks, landscape structures and statuaries must be approved by the Board.

Mailboxes and Signage. The use of any sign, including those for the purpose of identification, renting, or selling of a property, is prohibited. Single family homes may be identified only by the graphics included on the mailbox as specified by the Signage System included in the Appendix. Owners' names, house names and lot numbers shall not be placed on the front of homes or on signs placed on lots.

Boats and Campers. The storage of boats and campers in yards or driveways is prohibited. They are required to be stored out of sight in garages or below houses. Kiawah Island Security and/or the Community Association may be contacted for information regarding leasing of space in the storage yard owned by the Company.

Exterior Lighting. All exterior lighting shall be installed so as not to disturb neighbors or impair vision of traffic on nearby streets. Lighting on front beach homes must be carefully selected so as not to interfere with the Loggerhead Turtles during nesting season. Lights may not shine directly toward the beach as these disorient the newly hatched turtles.

Beach Boardwalks. Construction of new or alteration of existing boardwalks must be approved by the ARB. The dune area along the beach serves as a trail system for the island wildlife. Therefore, all boardwalks must be designed so as not to impede the circulation of wildlife. The boardwalk should be maintained at a level near the existing grade and continuous handrails are generally discouraged except when crossing wetlands, high dunes or as they are required by building codes. All decks and boardwalks must be staked out, maintaining a three (3) foot setback from all property lines, before reviewed by the Board. Such boardwalks may not be constructed or altered without the written approval of the Board.



V. Architectural Review Board Forms

CONSTRUCTION APPLICATION, DEPOSIT, & AGREEMENT

Case: _____
Date: _____

Architectural Review Board 7 Beachwalker Drive Kiawah Island, SC 29455 803-768-3419

CONTRACTOR INFORMATION:

Name _____

Address _____

_____

Telephone # _____

S.C. Contractor License # _____

Kiawah Business License # _____

CONSTRUCTION LOCATION

Address _____

Owner _____

TYPE OF CONSTRUCTION

_____ New Construction

_____ Improvement (description)

_____

_____

_____

_____ Restaining (colors)

_____

_____

_____

_____ Reroofing (weight, color, manufacturer)

_____

_____

_____

Deposit Amount _____

Check Date & Number _____

AGREEMENT:

I, _____, as property owner, and

I, _____, as contractor for the above described construction project, acknowledge and agree that the above described deposit is being held by Kiawah Resort Associates in order to insure that the improvements will be constructed in accordance with plans and specifications which have been approved by the Architectural Review Board.

We further acknowledge and agree that:

1. We have read and understand the Covenants and Restrictions applicable to the property and all Architectural Review Board Guidelines and will follow and obey the said Covenants, Restrictions and Guidelines.
2. We are responsible for completing the project as described by the drawings and specifications approved by the Board.
3. We will maintain a clean construction site at all times and install a job sign, commercial dumpster and job toilet in conformance with ARB Guidelines.
4. We are responsible for the conduct of all workers performing services on this project at all times while they are engaged by us.
5. We understand that when accepting a construction pass to enter the Island, all workers and vehicles are subject to be searched to help prevent theft of materials and equipment.
6. As the Deposit will be held in a non-interest bearing account, I understand that it shall be returned after Final Inspection approval with no interest added.
7. Any monies paid out by Kiawah Resort Associates for the correction of changes not approved by the Board or the costs of work necessary to improve the appearance of untidy sites, or the cost to repair any damage to the road rights-of-way, roads, road shoulders, or utilities, will be deducted from the Deposit.

This Application, Deposit, and Agreement made this _____ day of _____, 199

by _____ and _____

PROPERTY OWNER'S SIGNATURE CONTRACTOR'S SIGNATURE

Application approved this _____ day of _____, 199

by _____

ARCHITECTURAL REVIEW BOARD

1701

PRELIMINARY REVIEW

Case: _____

Date: _____

Architectural Review Board Kiawah Resort Associates 7 Beachwalker Drive Kiawah Island, S.C. 29455 803-768-3419

GENERAL INFORMATION

Address of Project _____

Owner _____

Address _____

_____

Telephone _____

Architect _____

Address _____

_____

Telephone _____

Landscape Architect _____

Address _____

_____

Telephone _____

Contractor _____

Address _____

_____

Telephone _____

ARB ACTION

Approved	Disapproved

EXTERIOR MATERIAL DESCRIPTIONS

Foundation _____ Color/Mfg./Name/Number _____

Walls _____ Color/Mfg./Name/Number _____

Trim _____ Color/Mfg./Name/Number _____

Windows & Doors _____ Color/Mfg./Name/Number _____ ☐ Clad ☐ Wood

Roofing _____ Color/Mfg./Name/Number _____

Garage Doors _____ Color/Mfg./Name/Number _____

Paved Areas _____ Drives _____ Walkways

Front Door _____ Color/Mfg./Name/Number

CHECK LIST

____ Preliminary Stake Out
____ Site Analysis
____ Schematic Landscape Plan
____ Dimensioned Site Plan
____ Floor Plans
____ Elevations
____ Building/Site Section
____ Fee Paid

SQUARE FOOTAGES

	Required	Actual
Living Area		
Garage/Carport		
Screened Porch		
Decks		
Other		
TOTAL		

DESCRIPTION

Bedrooms

Full/Half Baths

1702

FINAL REVIEW

Case: _____

Date: _____

Architectural Review Board Kiawah Resort Associates 7 Beachwalker Drive Kiawah Island, S.C. 29455 803-768-3419

GENERAL INFORMATION

Address of Project _____

Owner _____

Address _____

_____

Telephone _____

Architect _____

Address _____

_____

Telephone _____

Landscape Architect _____

Address _____

_____

Telephone _____

Contractor _____

Address _____

_____

Telephone _____

ARB ACTION

Approved	Disapproved

EXTERIOR MATERIAL DESCRIPTIONS

Foundation	Color/Mfg./Name/Number
Walls	Color/Mfg./Name/Number
Trim	Color/Mfg./Name/Number
Windows & Doors	Color/Mfg./Name/Number ☐ Clad ☐ Wood
Roofing	Color/Mfg./Name/Number
Garage Doors	Color/Mfg./Name/Number
Paved Areas	Drives Walkways
Front Door	Color/Mfg./Name/Number

CHECK LIST

___ Final Stake Out
___ Color Selection/Samples
___ Landscape Plan
___ Dimensioned Site Plan
___ Construction Drawings
___ Specifications
___ Fee Paid

SQUARE FOOTAGES

	Required	Actual
Living Area		
Garage/Carport		
Screened Porch		
Decks		
Other		
TOTAL		

DESCRIPTION

Bedrooms	
Full/Half Baths	

1703

DA J 240P617b

IMPROVEMENT REVIEW

Case: _____

Date: _____

Architectural Review Board Kiawah Resort Associates 7 Beachwalker Drive Kiawah Island, S.C. 29455 803-768-3419

GENERAL INFORMATION

Address of Project _____

Owner _____

Address _____

_____

Telephone _____

Architect _____

Address _____

_____

Telephone _____

Landscape Architect _____

Address _____

_____

Telephone _____

Contractor _____

Address _____

_____

Telephone _____

ARB ACTION

Approved	Disapproved

EXTERIOR MATERIAL DESCRIPTIONS

Foundation	Color/Mfg./Name/Number
Walls	Color/Mfg./Name/Number
Trim	Color/Mfg./Name/Number
Windows & Doors	Color/Mfg./Name/Number ☐ Clad ☐ Wood
Roofing	Color/Mfg./Name/Number
Garage Doors	Color/Mfg./Name/Number
Paved Areas	Drives Walkways

CHECK LIST

____Letter of Intent/Explanation
____Color Selection/Samples
____Landscape Plan
____Dimensioned Site Plan
____Floor Plans
____Elevations
____Building/Site Section
____Fee Paid

SQUARE FOOTAGES

	Required	Actual
Living Area		
Garage/Carport		
Screened Porch		
Decks		
Other		
TOTAL		

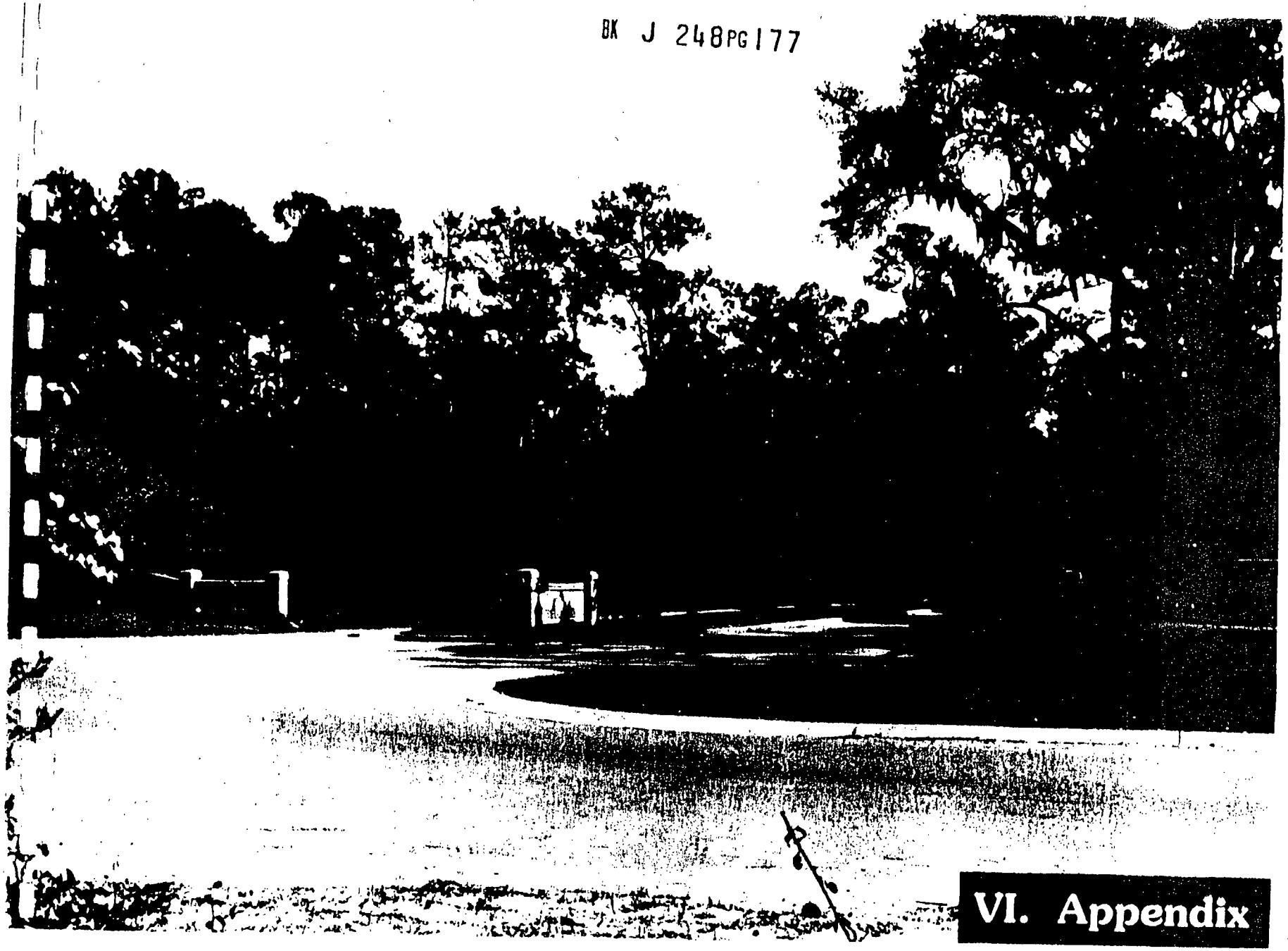
DESCRIPTION

Type of Improvement _____

_____

1704

BK J 248PG177



VI. Appendix

ARCHITECTURAL REVIEW BOARD REVIEW FEE SCHEDULE

Single Family Residence

New Residence
$22.50 per 100 square feet (heated and screened) or $600 minimum, whichever is greater.

Additions or Major Alterations
$22.50 per 100 square feet (heated and screened) or $300 minimum, whichever is greater.

Other Additions or Supplemental Applications

Garages	$175
Pools or Spas	$175
Beach Walkways	$125
Gazebos or Boat Houses	$125
Decks or Porches	$125
Docks or Bulkheads	$125
Fences, Walls, or Service Yards	$75

Note: Minor exterior alterations (not changing the footprint, e.g., windows, doors, skylights) fee to be determined by the Administrator at time of submission (minimum of $75).

1706

Multi-Family Housing

New Multi-Unit Construction
$22.50 per 100 square feet (heated and screened) or $2750 minimum per project, whichever is greater.

Alterations (Single Unit)
$22.50 per 100 square feet (heated and screened) or $175 minimum, whichever is greater.

Alterations (Multiple Units)
$22.50 per 100 square feet (heated and screened) or $175 minimum, whichever is greater.

Note: Minor exterior alterations (not changing the footprint, e.g., windows, doors, skylights) fee to be determined by the Administrator at time of submission (minimum of $50).

BK J 248PG179

Commercial and Recreational

New Construction

$22.50 per 100 square feet (heated and screened) on first 10,000 square feet.
$12.50 per 100 square feet (heated and screened) over 10,000 square feet.

Subject to a $600 minimum for single-unit building or $1250 minimum for other projects, whichever is greater.

Additions or Major Alterations (includes Pools, Tennis Courts, etc.)

$22.50 per 100 square feet (heated and screened) or $600 minimum, whichever is greater.

Note: Minor exterior alterations (not changing the footprint, e.g., windows, doors, skylights) fee to be determined by the Administrator at time of submission (minimum of $75).

Building Repainting/Restaining or Replacing Roof Shingles

Use of the same exterior colors is generally encouraged, check with Architectural Review Board for manufacturers data. Any changes in exterior colors must be presented to the Architectural Review Board for approval before any work is undertaken.

No fee charged.

Signage

For all signs that must be submitted to the Architectural Review Board for approval prior to installation.

$50 per sign application plus $5 per sign after first sign on said application.

1707

KIAWAH ISLAND ARCHITECTURAL REVIEW BOARD SITE INSPECTIONS

1. **Regular Site Inspection** - Regular site inspections of all single family home construction sites will be made by the Architectural Review Board. Compliance with the furnished Construction Guidelines will be inspected periodically at each site. Compliance with the approved construction plans will be inspected for one fourth of the sites each week, such that each site under construction is inspected over a four week period.

2. **Special Site Inspection** - A special inspection of a specific site will be made upon receipt of a written request for such an inspection which sites a specific violation.

3. **Violations** - Violations which are discovered at a site will be photographed and described on a preprinted report form.

4. **Notice** - A notice will be sent to the contractor for the first violation of the Construction Guidelines, requesting correction of the violation prior to the next regularly scheduled inspection. (Copies will be sent to the owner and architect).

5. **Fines** - Once one notice has been sent to the contractors, all future violations of the Construction Guidelines and all unauthorized exterior changes to the approved building plan will be photographed, written up on a report form, and a fine levied against the deposit posted. A copy of the report form will be sent to the contractor, architect and owner.

6. **Each Violation** - Each violation which is not corrected by the following routine inspection will be again photographed, written up and a new fine will be posted.

7. **Appeals** - Appeals of the fines must be made in writing to the full Kiawah Island Architectural Review Board.

8. **Legal Action** - The Board may elect to pursue legal action if it feels that is appropriate.

BK J 248PG181

KIAWAH ISLAND ARCHITECTURAL REVIEW BOARD SCHEDULE OF FINES

Effective March 1, 1990

Littered site	50.00
Parking on right-of-way	50.00
No temporary sanitary facilities	50.00
Contractor/Subcontractor misconduct (prime contractor held responsible)	100.00
Building material or equipment on right-of-way	100.00
Damage to right-of-way	100.00
Parking on adjacent property	100.00
Building material or equipment on adjacent property	100.00
Non conforming job sign	100.00
Damage to natural areas	100.00
Burning without a permit	200.00
Unauthorized plan change (minor)	200.00
Unauthorized plan change (major)	500.00
Building without a permit	500.00
Unauthorized finishes (paint, stain, roof material)	TOTAL DEPOSIT PLUS FUTURE PERMIT HOLD

- ARB will assess fines on a case by case basis and may pursue legal action if necessary.
- The amounts of the fines given above are subject to periodic increases at the sole discretion of the ARB.

1709

KIAWAH ISLAND ARCHITECTURAL REVIEW BOARD TREE REPLACEMENT GUIDELINES

Commencing as of January 30, 1990 all applications received after such date by the Kiawah Island Architectural Review Board (ARB), are subject to application, in the ARB's discretion, of the following guidelines:

1. All specimen oak trees on any residential lot of 3 inch caliper or greater at 36 inches above grade and all other trees of 6 inches caliper or greater, shall be entered on a Tree Survey and submitted to the ARB with site plans.

2. Should any such oak or other specimen tree fall within the building envelope approved by the ARB, then the ARB, in its discretion, may require mitigating replacement by way of oaks or other trees of at least 3 inch caliper. Up to 3 new trees for each such specimen tree removed can be required by the ARB. The replacement trees preferred shall be oak, magnolia, palmetto, or hickory. Depending upon the number of trees removed and the landscaping planned by the owner, the requirement of replacement trees may be waived or, in the ARB's discretion, plant materials and shrubbery my be substituted where visually appropriate.

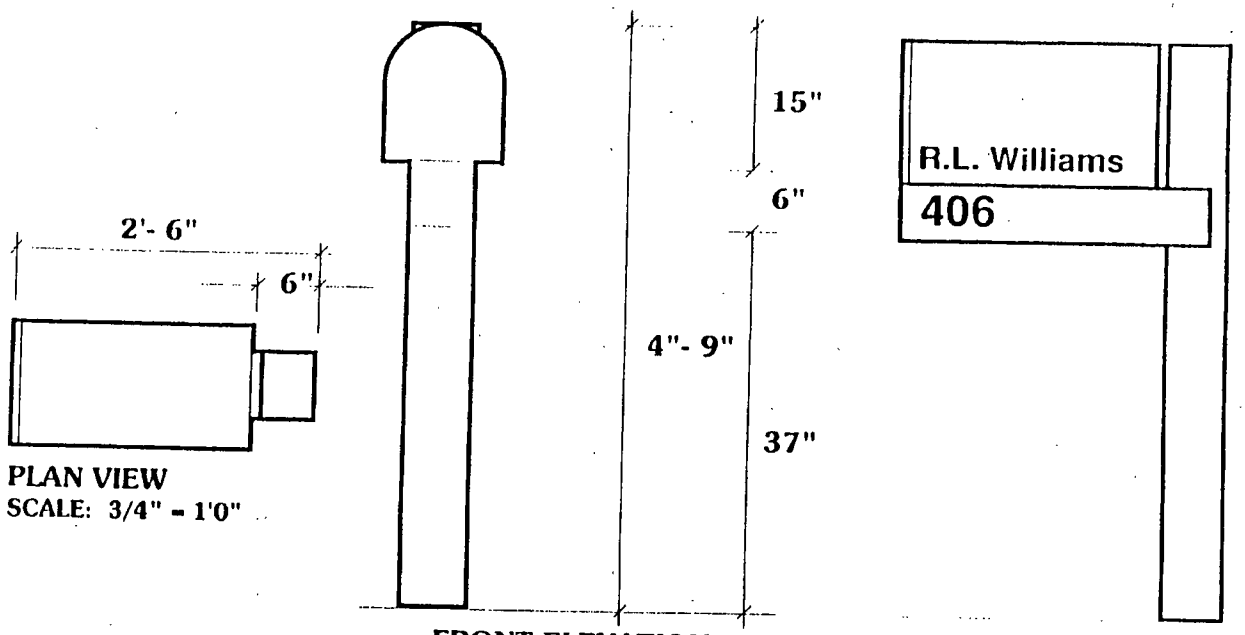
3. All specimen trees shown on the Tree Survey outside of the building envelope, shall be carefully protected from construction activities in any manner deemed appropriated by the ARB including protective fencing. Oak trees greater than 6 inches that are removed outside the building envelope may require mitigation in the ARB's discretion should the ARB permit such removal.

4. If replacement trees won't "fit" on a lot in the ARB's discretion, the ARB may require location of same in a common, open, or park area of Kiawah.

5. In exercising its discretion respecting these Tree Replacement Guidelines, the ARB shall take into consideration, among other things, the number and species of trees removed, any hardship to the property owner, the remaining foliage, trees, shrubbery, and other plant species as may exist on a lot and/or as may be proposed to be added by the owner as a part of the Landscaping Plan, the size, shape, and topography of the lot, the size, species, and value of proposed replacement trees, the neighborhood characteristics including its general topography, foliage, and natural tree canopy and other relevant factors in its discretion.

BK J 248PG 183

MAILBOX



PLAN VIEW
SCALE: 3/4" = 1'0"

FRONT ELEVATION

SIDE ELEVATION

SPECIFICATIONS AND NOTES:

1. This mailbox is required for use at all residences. Its purpose is to give emergency service personnel and visitors a consistent device for locating names and addresses.
2. The mailbox shall be #2 standard rural size. Material for the post and arm is 6" x 6" treated Yellow Pine with an overall length of 7'0".
3. The graphics for the mailbox are applied with 2" white letters (Helvetica Medium). Residence name may appear on both sides of the mailbox. The graphics on the arm are flat black 3" hand routed numerals (Helvetica Medium).
4. The mailbox shall be painted Southern Coating "Briquette" #35-20* or approved equal. The post and arm shall be stained Cabot's Semisolid Stain "Dark Grey" #0147* or approved equal.
5. Care should be taken to properly treat post to prevent decay or attack from termites.
6. Single family homes shall be identified only by the graphics included on the mailbox as specified above.

** Available at the Community Association in small cans.*

1711

Exhibit 13.9: Commercial Bulk Standards

Height	Setback
25' (2 stories)	15 feet
35' (3 stories)	35 feet
55' (5 stories)	45 feet
70' (6 stories)	75 feet

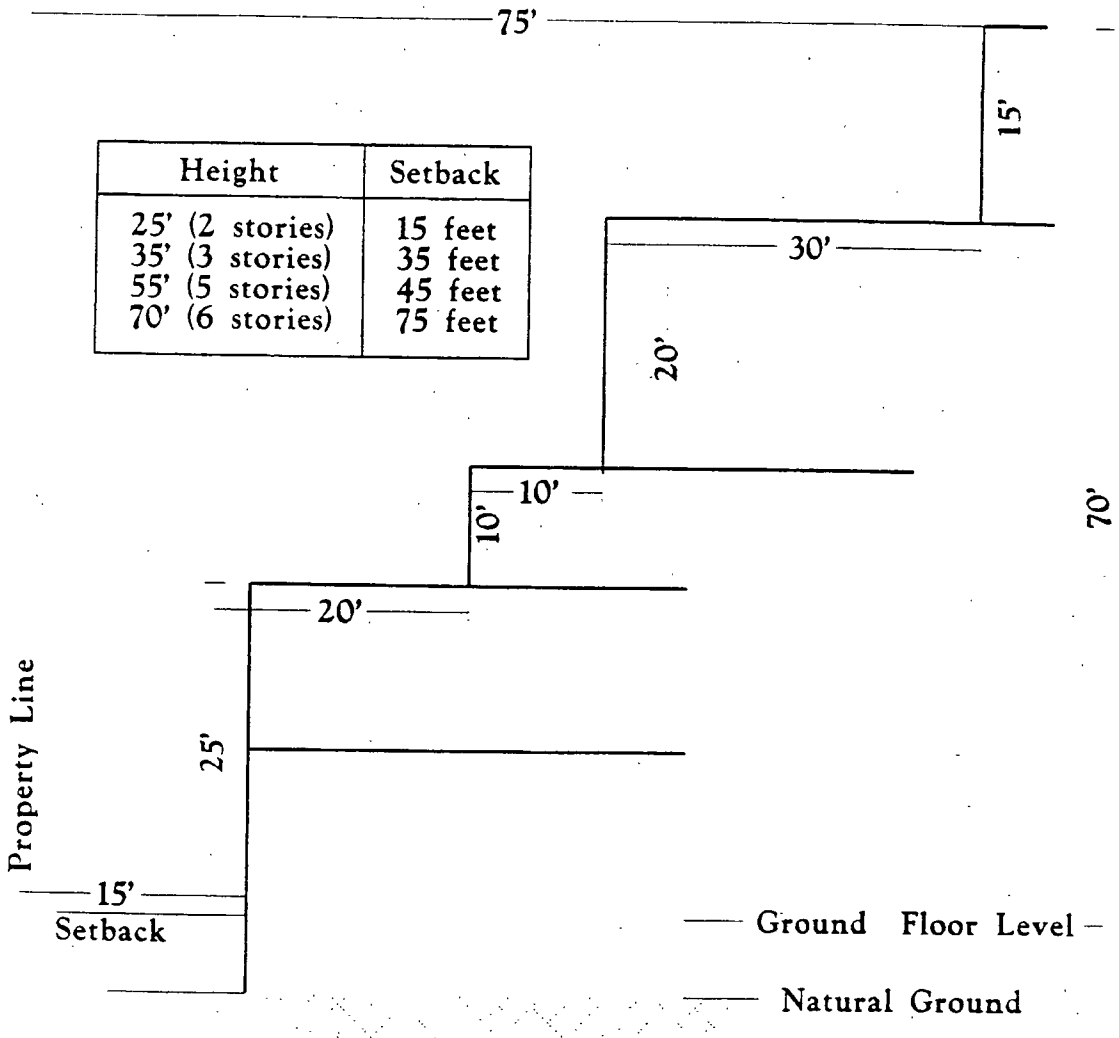


Exhibit 13.10: Existing Utility Facilities Exceeding Height Limits

The following is a summary listing of facilities within the utility tract (Parcel 15) that exceed the height limit as outlined in Exhibit 13.2:

1.	Mobile Communications Tower (Cellular One)	160'
2.	On Island Communication Tower (Adjacent to former CATV office)	85'

BK J 248PG186

[redacted]

KIAWAH ISLAND PROPERTY SETBACK REQUIREMENTS

KIAWAH ISLAND
PROPERTY SETBACKS

AIRY HALL

Lot	Front	Side	Rear
1	25 (Airy Hall)	25 (Airy Hall) 15 (lot 2)	25 (Gov. Dr.)
2	25 (Airy Hall)	15	25 (Gov. Dr.)
3	25 (Airy Hall)	15 (lot 2) 25 (Airy Hall)	20 (lot 4)
4	25 (Airy Hall)	15	25 (Gov. Dr.) 20 (lot 2)
5	25 (Airy Hall)	15	25 (Gov. Dr.)
6	20 (lot 5)	25 (Gov. Dr.) 15 (lot 7)	20 (open space)
7	20 (lot 6)	15	20 (open space)
8	25 (Airy Hall)	15	20 (open space)
9	25 (Airy Hall)	15	20 (open space)
10	25 (Airy Hall)	15 (lot 9) 20 (open space) 15 (lot 11)	30 (marsh)
11	25 (Airy Hall)	15	30 (marsh)

2

12	25 (Airy Hall)	15	30 (marsh)
13	25 (Airy Hall)	15	30 (marsh)
14	25 (Airy Hall)	15	30 (marsh)
15	25 (Airy Hall)	15	30 (marsh)
16	25 (Airy Hall)	15	30 (marsh)
17	25 (Airy Hall)	15	30 (marsh)
18	25 (Airy Hall)	15	30 (marsh)
19	25 (Airy Hall)	15 (lot 18) 30 (marsh) 15 (lot 20)	30 (marsh)
20	20 (lot 19)	30 (marsh) 15 (lot 21)	30 (marsh)
21	20 (lot 20)	15	30 (marsh)
22	25 (Airy Hall)	15 (lot 21) 30 (marsh) 15 (lot 23)	30 (marsh)
23	25 (Airy Hall)	15	30 (marsh)
24	25 (Airy Hall)	15	30 (marsh)

3

25	25 (Airy Hall)	15 (lot 24) 30 (marsh) 15 (lot 26)	20 (open space)
26	20 (lot 25)	20 (open space) 15 (lot 27)	20 (open space) 25 (Gov. Dr.)
27	25 (Airy Hall)	15	25 (Gov. Dr.)
28	25 (Burroughs Hall)	25 (Burroughs Hall) 15 (lot 29)	25 (Gov. Dr.)
29	25 (Burroughs Hall)	15	25 (Gov. Dr.)
30	25 (Burroughs Hall)	15	25 (Gov. Dr.)
31	25 (Burroughs Hall)	15 (lot 30) 25 (Burroughs Hall)	20 (lot 32)
32	25 (Burroughs Hall)	15 (lot 31) 15 (lot 33)	20 (lot 30) 25 (Gov. Dr.)
33	20 (lot 34) 25 (Burroughs Hall)	15 (lot 32) 20 (open space)	25 (Gov. Dr.)
34	25 (Burroughs Hall)	15 (lot 33) 30 (marsh) 15 (lot 35)	20 (open space)
35-45	25 (Burroughs Hall)	15	30 (marsh)
46	25 (Burroughs Hall)	15	30 (marsh) 20 (open space)

mom

7	25 (Burroughs Hall)	15	20 (open space)
48	25 (Burroughs Hall)	15	20 (open space)
49	20 (lot 48)	20 (open space) 15 (lot 50)	25 (Gov. Dr.)
50	25 (Burroughs Hall) 20 (lot 49)	15	25 (Gov. Dr.)
51	25 (Burroughs Hall)	15	25 (Gov. Dr.)
52	20 (lot 53) 25 (Burroughs Hall)	15	25 (Gov. Dr.)
53	25 (Burroughs Hall)	25 (Burroughs Hall) 15 (lot 54)	20 (lot 52)
54	25 (Burroughs Hall)	15 (lot 53) 25 (Burroughs Hall)	20 (lot 55)
55	25 (Burroughs Hall)	15 (lot 54) 25 (Gov. Dr.)	20 (lot 52)

AMARANTH RD - patio lots

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

5

420	20	3 (r. side w/wall) 20 (Green Winged)	10 (open space)

ANGLER HALL

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

ARROWHEAD HALL

Lot	Front	Side	Rear
16	25 (Arrowhead Hall)	25 (Surfsong Rd) 15 (lot 17)	30 (golf)
17-20	25 (Arrowhead Hall)	15 (lots)	30 (golf)

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21	25 (Arrowhead Hall)	15	30 (golf) 30 (lagoon)
22	25 (Arrowhead Hall)	15	30 (lagoon)
23	25 (Arrowhead Hall)	15	20 (open space)
24	25 (Arrowhead Hall)	15 (lot 23) 20 (open space) 15 (lot 25)	20 (open space)
25	25 (Arrowhead Hall)	15 (lot 24) 30 (lagoon)	20 (open space)

AUGUSTA NATIONAL

Lot	Front	Side	Rear
135-141	25 (Augusta Nat.)	15 (lots)	30 (golf)
142	25 (Augusta Nat.) 20 (lot 143)	15	30 (golf)
143	20 (lot 144)	15 (lot 142) 30 (lagoon)	30 (golf)
144	25 (Augusta Nat.)	15	30 (lagoon)
145	25 (Augusta Nat.)	15	30 (lagoon) 30 (golf)
146-150	25 (Augusta Nat.)	15	30 (golf)

151	25 (Augusta Nat.)	15	30 (lagoon)
152	25 (Augusta Nat.)	15	20 (lots 155,156) 30 (lagoon)
153	25 (Augusta Nat.)	15 (lots 152,154)	———
154	25 (Augusta Nat.)	15 (lots 153,155)	———
155	25 (Augusta Nat.)	15	20 (lots 152,153)
156	25 (Augusta Nat.)	15	30 (lagoon) 20 (lot 152)
157	25 (Augusta Nat.)	15	20 (lot 158) 30 (lagoon)
158	20 (lot 157)	15 (lots 160,159)	30 (golf)

AVOCET LN

Lot	Front	Side	Rear
1	25 (Avocet)	15 (lot 2) 25 (Bufflehead)	30 (lagoon)
2	25 (Avocet)	15	30 (lagoon)
3	25 (Avocet)	15	30 (lagoon) 30 (golf)
4-8	25 (Avocet)	15	30 (golf)

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9	25 (Avocet)	15	30 (golf) 30 (lagoon)
10-15	25 (Avocet)	15	30 (lagoon)

BELTED KINGFISHER RD

Lot	Front	Side	Rear
182	25 (Belted King.)	25 (Yellowthroat) 15 (lot 183)	30 (golf)
183-187	25 (Belted King.)	15	30 (golf)
188	25 (Belted King.)	15 (lot 187) 25 (Sanderling Ct) 15 (lot 189)	30 (golf)
189-199	25 (Belted King.)	15	30 (lagoon)
200	25 (Belted King.) 25 (Horned Grebe)	15	30 (lagoon)

BERKSHIRE HALL

Lot	Front	Side	Rear
26	25 (Berkshire Hall)	20 (open space) 15 (lot 27)	20 (open space)
27	25 (Berkshire Hall)	15	20 (open space) 30 (lagoon)

28-29	25 (Berkshire Hall)	15	30 (lagoon)
30	25 (Berkshire Hall)	15 (lot 29) 30 (lagoon) 25 (Berkshire Hall)	20 (open space)
31	30 (lagoon)	30 (lagoon) 15 (lot 32)	30 (golf)
32	25 (Berkshire Hall) 15 (lot 31)	15	30 (golf)
33	25 (Berkshire Hall)	15	30 (golf)
34	25 (Berkshire Hall)	15	30 (golf) 30 (lagoon)
35-36	25 (Berkshire Hall)	15	30 (lagoon)
37	15 (lot 36)	15 (lot 38) 20 (open space)	30 (lagoon)
38	25 (Berkshire Hall) 15 (lot 37)	15 (lot 37) 20 (open space)	20 (open space)

BITTERN CT

Lot	Front	Side	Rear
77	25 (Bittern)	25 (Surfsong) 15 (lot 78)	30 (lagoon)
78	25 (Bittern)	15	30 (lagoon)

85	25 (Bittern)	15 (lot 78) 25 (Surfsong)	30 (lagoon)

BLACK DUCK CT

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

BLUEBILL COURT

Lot	Front	Side	Rear
156	25 (Bluebill)	25 (Bluebill) 15 (lot 157)	25 (Flyway)
157-158	25 (Bluebill)	15 (lots)	25 (Flyway)
159	25 (Bluebill)	15 (lot 158) 15 (lot 160) 30 (lagoons)	25 (Flyway)
160-161	25 (Bluebill)	15 (lots)	30 (lagoon)

162-167	25 (Bluebill)	15 (lots)	30 (golf)
168	20 (open space)	20 (open space) 15 (lot 167)	30 (golf)
169	25 (Bluebill)	25 (Flyway) 15 (lot 168)	20 (open space)

BROOMSEDGE LN

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

147	25 (Broomsedge)	15 (lot 145) 25 (Broomsedge)	20 (lot 146)

Patio Lots

148-155	20 (Broomsedge)	3 (r. side w/wall) 7 (l. side)	30 (golf)

BUFFLEHEAD DR

Lot	Front	Side	Rear
1	25 (Bufflehead)	25 (Flyway) 15 (lot 2)	30 (lagoon)
2-27	25 (Bufflehead)	15 (lots)	30 (lagoon)
28	25 (Bufflehead)	15 (lot 27) 15 (cart path)	30 (lagoon)
29	25 (Bufflehead)	30 (lagoon) 15 (lot 30)	30 (lagoon)
30-32	25 (Bufflehead)	15 (lots)	30 (lagoon)
86	25 (Bufflehead)	15 (lot 87) 30 (lagoon) 25 (Bufflehead)	30 (lagoon)
87-89	25 (Bufflehead)	15 (lots)	30 (lagoon)
110	25 (Bufflehead)	30 (golf) 15 (lot 111)	30 (golf) 30 (lagoon)

111-113	25 (Bufflehead)	15	30 (lagoon)
114-126	25 (Bufflehead)	15	30 (golf)
127-129	25 (Bufflehead)	15	30 (lagoon)
130	25 (Bufflehead)	15 (lot 129) 25 (Gadwall Ln)	20 (lot 131)
155	25 (Bufflehead)	25 (Flyway Dr) 15 (lot 154)	20 (lots 151,152)
500	25 (Bufflehead)	15 (lot 501) 30 (lagoon)	30 (lagoon)
501	25 (Bufflehead)	15 (lots 500,502) 30 (golf)	30 (lagoon)
502	25 (Bufflehead)	15 (lot 501) 15 (cart path)	30 (golf)
503	25 (Bufflehead)	15 (lot 504) 15 (cart path)	30 (lagoon)
504-530	25 (Bufflehead)	15 (lots)	30 (lagoon)
531	25 (Bufflehead)	15 (lot 530) 15 (cart path)	30 (lagoon)

532	25 (Bufflehead)	15 (lot 533) 15 (cart path)	30 (lagoon)
533	25 (Bufflehead)	25 (Governor's Dr) 15 (lot 532)	30 (lagoon)
534	25 (Bufflehead)	15 (lot 535) 25 (Governor's Dr)	30 (lagoon)
535-536	25 (Bufflehead)	15 (lots)	30 (lagoon)
537	25 (Bufflehead)	15 (lot 536) 15 (cart path)	30 (lagoon)
538	25 (Bufflehead)	15 (cart path) 15 (lot 539)	30 (golf)
539-547	25 (Bufflehead)	15 (lots)	30 (lagoon)
552-554	25 (Bufflehead)	15 (lots)	30 (lagoon)
559	25 (Bufflehead)	15	30 (lagoon)
564-565	25 (Bufflehead)	15 (lots)	30 (golf)

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CATBRIER CT

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

CLAY HALL

Lot	Front	Side	Rear
56	20 (Clay Hall)	20 (Clay Hall) 10 (lot 57)	25 (Gov. Dr.)
57	20 (Clay Hall)	10	25 (Gov. Dr.)
58	20 (Clay Hall)	10	25 (Gov. Dr.)
59/60 (combined lot)	20 (Clay Hall) 20 (lot 58)	10 (lot 61) 25 (Gov. Dr.)	15 (open space)
61	20 (Clay Hall)	10	15 (open space)
62	20 (Clay Hall)	10	15 (open space)
63	15 (lot 62)	15 (open space) 10 (lot 64)	30 (marsh)

64-68	20 (Clay Hall)	10	30 (marsh)
69	15 (lot 70)	10 (lot 68) 15 (open space)	30 (marsh)
70-72	20 (Clay Hall)	10	15 (open space)
73	20 (Clay Hall)	10 (lot 72) 25 (Gov. Dr.)	15 (open space)

CONIFER LN

Lot	Front	Side	Rear
120	25 (Conifer)	15 (lot 121)	30 (golf)
121-124	25 (Conifer)	15	30 (golf)
125	———	15	30 (golf)
126	20 (lot 127)	15	30 (golf)
127	25 (Conifer)	15	20 (lot 126)
128	25 (Conifer)	15	20 (lot 129)
129	20 (lot 128)	15	30 (golf)
130-131	25 (Conifer)	15	30 (golf)

132	20 (lot 137)	25 (K.I. Pkwy.) 15 (lot 131)	30 (golf)
133-137	25 (Conifer)	15	50 (K.I. Pkwy.)

CORDGRASS CT

Lot	Front	Side	Rear
255	25 (Cordgrass)	15	20 (lot 251)
256	20 (open space)	15	30 (marsh)
257-258	25 (Cordgrass)	15	30 (marsh)
259	20 (lot 260)	15	30 (marsh)

COTTON HALL

Lot	Front	Side	Rear
39	25 (Cotton Hall)	20 (open space) 15 (lot 40)	30 (lagoon)
40-42	25 (Cotton Hall)	15	30 (lagoon)
43	25 (Cotton Hall)	15	30 (lagoon) 30 (golf)
44-47	25 (Cotton Hall)	15	30 (golf)

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

CRESTED FLYCATCHER

Lot	Front	Side	Rear
43	25 (Crested Fly.)	15 (lot 44) 25 (Greensward)	30 (lagoon)
44	25 (Crested Fly.)	15	30 (lagoon)
45	20 (lot 44)	15 (lot 46) 30 (lagoon)	30 (golf)
46-47	25 (Crested Fly.)	15	30 (golf)
48	20 (lot 49)	15 (lot 47) 30 (lagoon)	30 (golf)
49	25 (Crested Fly.) 20 (lot 48)	15 (lot 50) 20 (open space)	——

50	25 (Crested Fly.)	15	——
51	25 (Crested Fly.)	15 (lot 50) 25 (Greensward)	20 (open space)

CURLEW CT

Lot	Front	Side	Rear
761	25 (Curlew)	15 (open space) 15 (lots)	30 (golf)
762	25 (Curlew)	15	30 (golf)
763	25 (Curlew)	15 (lot 762) 15 (access easement) 40 (lagoon) 30 (golf)	30 (golf)
764	25 (Curlew)	15	40 (lagoon)
765	25 (Curlew)	15	50 (Governor's)
766-767	25 (Curlew)	25	50 (Governor's)

DAVID STREET

Lot	Front	Side	Rear
1	20 (lot 103)	30 (golf) 15 (lot 2)	20 (David Street)
2	25 (Surfscoter)	15	20 (David Street)

DORAL OPEN

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

DUNGANNON HALL

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

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

EUGENIA AVENUE

Lot	Front	Side	Rear
19	25 (Eugenia)	15	Det. by adj. lots
28	25 (Eugenia)	15	30 (lagoon)
36	25 (Eugenia)	15	30 (lagoon)
43	25 (Eugenia)	15	Det. by adj. lots
46	25 (Eugenia)	15	20 (open space)

49	25 (Eugenia)	15	Det. by adj. lots
56	25 (Eugenia)	15	20 (open space)
57	25 (Eugenia)	15	Det. by adj. lots
71	25 (Eugenia)	15	Det. by adj. lots

FISH HAWK LN

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

235-240	25 (Fish Hawk Ln)	15 (lots)	30 (golf)

FLYWAY DRIVE

Lot	Front	Side	Rear
18-21	25 (Flyway)	15	30 (lagoon)
100-190	see plat		

FORESTAY COURT

Lot	Front	Side	Rear
66	25 (Forestay)	25 (Flyway) 15 (lot 67)	20 (lot 65)
67-68	25 (Forestay)	15 (lots)	20 (lots)
69	25 (Forestay)	25 (Forestay) 15 (lot 70)	20 (lot 68)
70	20 (lot 71)	15 (beach access) 15 (lot 69)	20 (lot 64)
71	20 (lot 70)	15 (beach access) 15 (lot 72)	see plat
72-74	25 (Forestay)	15 (lots)	see plat
75	20 (lot 76)	15 (lot 74) 15 (beach access)	see plat

76	20 (lot 75)	15 (lot 77) 15 (beach access)	20 (lot 79)
77	25 (Forestay)	25 (Forestay) 15 (lot 76)	20 (lot 78)
78	25 (Forestay)	15	20 (lot 79)
79	20 (lot 80)	15 (lot 78) 15 (beach access)	20 (lot 76)
80	25 (Forestay)	15	20 (beach access)
81	25 (Forestay)	25 (Flyway) 15 (lot 80)	20 (beach access)

FRIENDFIELD HALL

Lot	Front	Side	Rear
88	25 (Freindfield) 20 (lot 89)	25 (Freindfield) 20 (open space)	25 (Gov. Dr.)
89	25 (Freindfield) 20 (lot 88)	20 (open space) 15 (lot 90)	20 (lot 90)
90		15	30 (marsh)
91	25 (Freindfield)	15	30 (marsh)
96	25 (Freindfield)	15 (lot 91) 20 (open space) 15 (lot 97)	30 (marsh)

97	25 (Freindfeild)	25 (Freindfeild)	25 (Gov. Dr.)

GADWALL LN

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

GLEN ABBEY

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

186	25 (Glen Abbey)	15	20 (lot 187)
187	20 (lot 186)	15	30 (lagoon)
188	20 (lot 189)	15 (lot 187) 15 (open space)	30 (lagoon)
189	25 (Glen Abbey)	15 (lot 188) 15 (open space)	20 (lot 188)
200	25 (Glen Abbey)	30 (lagoon) 15 (lot 201)	30 (lagoon)
201-211	25 (Glen Abbey)	15 (lots)	30 (lagoon)
212	20 (lot 213)	15	30 (lagoon)
213	25 (Glen Abbey)	15	20 (open space)
214	25 (Glen Abbey)	15 (lot 213) 25 (Glen Abbey)	20 (open space)
215	25 (Glen Abbey)	30 (golf) 20 (lot 216)	20 (lot 216)
216	20 (lot 215)	30 (golf) 20 (lot 217)	20 (lot 217)
217	20 (lot 216)	30 (golf) 20 (open space)	20 (open space)

229	25 (Glen Abbey)	15 (lot 230) 30 (golf)	30 (golf)
230-234	25 (Glen Abbey)	15 (lots)	30 (golf)
235	25 (Glen Abbey)	25 (Augusta Nat.) 30 (lagoon)	20 (lot 159)
236	25 (Glen Abbey)	15 (lot 237) 30 (lagoon)	30 (lagoon)
237-244	25 (Glen Abbey)	15 (lots)	30 (golf)
245	25 (Glen Abbey)	15 (lot 244) 15 (bike path)	30 (golf)
246	25 (Glen Abbey)	15 (bike path) 15 (lot 247)	30 (golf)
247-252	25 (Glen Abbey)	15 (lots)	30 (golf)
253	20 (lot 254)	25 (Surfsong Rd) 15 (lot 252)	30 (golf)
254	25 (Glen Abbey)	25 (Surfsong Rd) 15 (lot 253)	20 (lot 253)

GLEN EAGLE

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

GLOSSY IBIS LN

Lot	Front	Side	Rear
700	40 (Glossy Ibis)	50 (Governor's) 30 (lot 701)	30 (marsh)
701	40 (Glossy Ibis)	30 (lot 700) 25 (lot 702)	30 (marsh)
702	40 (Glossy Ibis)	25	30 (marsh)
703	40 (Glossy Ibis)	20	30 (marsh)

704-713	25 (Glossy Ibis)	20	30 (marsh)
714	25 (Glossy Ibis)	20	30 (marsh)
715	25 (Glossy Ibis)	20	30 (marsh)
716	25 (Glossy Ibis)	20 (lot 715) 15 (par.to L130,L129) 20 (par. to L8) 15 (par. to L120,L121)	30 (parallel to L125)
717	25 (Glossy Ibis)	20 (par. to L8) 15 (par. to L116-L119) 20 (lot 718)	30 (par. to L112-115)
718	25 (Glossy Ibis)	20 (lot 717) 20 (lot 719)	30 (marsh)
719	25 (Glossy Ibis)	20 (lot 718) 20 (lot 720)	30 (marsh)
741	25 (Glossy Ibis)	20 (lot 742) 20 from easement (lot 740)	30 (golf)
742-757	25 (Glossy Ibis)	15	30 (golf)
758-760	25 (Glossy Ibis)	15	30 (lot 761)
768	25 (Glossy Ibis)	25 (lot 767) 50 (Glossy Ibis at intersection of Gov.)	50 (Governor's)

GOLDENEYE DR

30

Lot	Front	Side	Rear
90	25 (Goldeneye) 25 (Bufflehead)	25	30 (lagoon)
91-100	25 (Goldeneye)	25	30 (lagoon)
101	25 (Goldeneye)	25	30 (lagoon) 30 (golf)
102-103	25 (Goldeneye)	25 (lots)	30 (lagoon)
104	25 (Goldeneye)	25	30 (lagoon) 30 (golf)
105-108	25 (Goldeneye)	25 (lots)	30 (golf)
109	25 (Goldeneye)	25 (lot 108) 25 (Bufflehead)	30 (golf)

GOLDENROD CT

Lot	Front	Side	Rear
50	25 (Goldenrod Ct)	25 (Goldenrod Ct) 15 (lot 49)	20 (lot 51)
51	25 (Goldenrod Ct)	15	20 (lots 47, 48)
52	25 (Goldenrod Ct)	15	30 (lagoon)
53	25 (Goldenrod Ct)	15	30 (lagoon)

54	25 (Goldenrod Ct)	15 (lot 53) 30 (lagoon) 30 (marsh) 15 (lot 55)	30 (marsh)
55-58	25 (Goldenrod Ct)	15 (lots)	30 (marsh)
59	25 (Goldenrod Ct)	15	20 (lot 64)

GOVERNOR'S DR

Lot	Front	Side	Rear
1	25 (Governor's)	20 (open space) 15 (lot 2)	20 (open space) 20 (lots 14,15)
2-7	25 (Governor's)	15 (lots)	20 (lots)
8	25 (Governor's)	15 (lot 7) 25 (Trumpet Cr)	20 (lot 9)
44	25 (Governor's)	25 (Trumpet Cr) 15 (lot 45)	20 (lot 43)
45	25 (Governor's)	15	20 (lot 43) 30 (lagoon)
46	25 (Governor's)	15 (lot 45) 30 (lagoon)	30 (lagoon)
47	25 (Governor's)	30 (lagoon) 15 (lot 48)	20 (lot 51)
48	25 (Governor's)	15	20 (lot 51)

49	25 (Governor's)	15 (lot 48) 25 (Goldenrod Ct)	20 (lot 50)
60	25 (Governor's)	25 (Goldenrod Ct) 15 (lot 61)	20 (lot 59)
61	25 (Governor's)	15	20 (lot 64)
62	25 (Governor's)	15 (lot 61) 25 (Persimmon Ct)	20 (lot 63)
71	25 (Governor's)	25 (Persimmon Ct) 20 (bike path)	20 (lot 70)
72	25 (Governor's)	15 (bike path) 15 (lot 73)	20 (lot 83)
73-76	25 (Governor's)	15 (lots)	20 (lots)
77	25 (Governor's)	15 (lot 76) 25 (Wax Myrtle Ct)	20 (lot 78)
95	25 (Governor's)	25 (Wax Myrtle Ct) 15 (lot 96)	20 (lot 94)
96-97	25 (Governor's)	15	20
98	25 (Governor's)	15 (lot 97) 25 (Marsh Elder Ct)	20 (lot 99)
108	25 (Governor's)	25 (Marsh Elder Ct) 15 (lot 109)	20 (lot 107)

109	25 (Governor's)	15	20 (lot 107)
110-111	25 (Governor's)	15	30 (marsh)
112-113	25 (Governor's)	15	20 (lots)
114	25 (Governor's)	15 (lot 113) 25 (Spartina Ct)	20 (lot 115)
131	25 (Governor's)	25 (Spartina Ct) 15 (lot 132)	20 (lot 130)
132-135	25 (Governor's)	15 (lots)	20 (lots)
136	25 (Governor's)	15 (lot 135) 25 (Sawgrass Ln)	20 (lot 137)
154	25 (Governor's)	25 (Sawgrass Ln) 15 (lot 155)	30 (lagoon)
155	25 (Governor's)	15	30 (lagoon)
156	25 (Governor's)	15 (lot 155) 30 (lagoon)	30 (lagoon)
157	25 (Governor's)	30 (lagoon) 15 (lot 158)	30 (lagoon)

158	25 (Governor's)	15	30 (lagoon)
159	25 (Governor's)	15 (lot 158) 30 (lagoon) 15 (lot 160)	20 (lot 162)
160	25 (Governor's)	15 (lot 159) 25 (Sweetgrass Ln)	20 (lot 161)
170	25 (Governor's)	15 (lot 171) 30 (golf)	30 (golf)
171-178	25 (Governor's)	15	30 (golf)
179	25 (Governor's)	15 (lot 178) 25 (Yellowthroat Ln)	20 (lot 180)
191	25 (Governor's)	25 (Sweetgrass Ln) 15 (lot 192)	20 (lots 189,190)
192-194	25 (Governor's)	15 (lots)	20 (lots)
195	25 (Governor's)	15 (lot 194) 20 (open space)	20 (open space)
250	25 (Governor's)	25 (Yellowthroat) 15 (lot 251)	20 (lot 221)
251-256	25 (Governor's)	15 (lots)	20 (lots)

257	25 (Governor's)	15 (lot 256) 30 (golf)	20 (lot 227)
258	25 (Governor's)	30 (golf) 15 (lot 259)	30 (golf)
259-267	25 (Governor's)	15 (lots)	30 (golf)
268	25 (Governor's)	15 (Tallow Tree Ln) 25 (Tallow Tree Ln)	30 (golf)
281	25 (Governor's)	25 (Tallow Tree Ln) 15 (lot 282)	30 (lagoon)
282-284	25 (Governor's)	15 (lots)	30 (lagoon)
285	25 (Governor's)	15 (lot 284) 25 (Marsh Cove Rd)	30 (golf)
331	25 (Governor's)	25 (Marsh Cove Rd) 15 (lot 332)	30 (golf)
332-346	25 (Governor's)	15 (lots)	30 (golf)
347	25 (Governor's)	15 (lot 346) 30 (lagoon)	30 (golf)
348	25 (Governor's)	30 (lagoon) 15 (lot 349)	30 (lagoon)
349-350			

	25 (Governor's)	15	30 (lagoon)
351	25 (Governor's)	15 (lot 350) 25 (Snowy Egret Ln)	30 (lagoon)
387	25 (Governor's)	25 (Snowy Egret Ln) 15 (lot 388)	30 (lagoon)
388-389	25 (Governor's)	15 (lots)	30 (lagoon)
390	25 (Governor's)	15 (lot 389) 30 (lagoon)	30 (lagoon)

GREEN WINGED TEAL RD

Lot	Front	Side	Rear
375-376	25 (Green Winged)	15	30 (golf)
377	25 (Green Winged)	15 (lot 376) 30 (lagoon)	30 (golf)
378	25 (Green Winged)	30 (lagoon) 15 (lot 379)	30 (golf)
379-388	25 (Green Winged)	15	30 (golf)
389	20 (lot 390)	15 (lot 388) 15 (bike path)	30 (golf)
390	25 (Green Winged)	15 (lot 389) 15 (bike path)	20 (lot 389)

391	25 (Green Winged)	15 (bike path) 15 (lot 392)	20 (bike path)
392-400	25 (Green Winged)	15	20 (bike path)
401	25 (Green Winged)	15 (lot 400) 30 (lagoon)	20 (bike path)

GREENSWARD RD

Lot	Front	Side	Rear
1	25 (Greensward)	20 (open space) 15 (lot 2)	30 (golf)
2-13	25 (Greensward)	15	30 (golf/lagoon)
14	25 (Greensward)	15 (lot 13) 25 (Sandwedge)	30 (lagoon)
24	25 (Greensward)	15 (lot 25) 25 (Sandwedge)	30 (lagoon)
25-31	25 (Greensward)	15	30 (lagoon/golf)
39-42	25 (Greensward)	15	30 (golf)
52	25 (Greensward)	25 (Greensward) 15 (lot 42)	30 (golf)

HOODED MERGANSER

Lot	Front	Side	Rear

136	25 (Hooded Merg.)	25 (Gadwall) 15 (lot 137) 15 (lot 134)	30 (lagoon)
137	25 (Hooded Merg.)	15	30 (golf)
138	25 (Hooded Merg.)	15	30 (golf)
139-143	25 (Hooded Merg.)	15 (lots)	30 (lagoon)
144	25 (Hooded Merg.)	15 (lot 143) 30 (lagoon) 15 (lot 145)	25 (Flyway)
145	25 (Hooded Merg.)	15	25 (Flyway)
146	25 (Hooded Merg.)	15	20 (lot 149)
147	25 (Hooded Merg.)	15 (lot 146) 25 (Gadwall)	20 (lot 148)

HORNED GREBE CT

Lot	Front	Side	Rear
201-204	25 (Horned Grebe)	15 (lots)	30 (lagoon)
205	25 (Horned Grebe)	15	20 (lot 210, 211)
206	25 (Horned Grebe)	15	20 (lot 209)

207	25 (Horned Grebe)	15 (lot 206) 25 (Belted King.)	20 (lot 208)

JACKSTAY CT

Lot	Front	Side	Rear
82	25 (Jackstay)	25 (Flyway) 15 (lot 83)	20 (beach access)
83	25 (Jackstay)	15	20 (beach access)
84	20 (lot 85)	15	20 (beach access)
85	25 (Jackstay)	15	20 (lot 84)
86	25 (Jackstay)	25 (Jackstay) 15 (lot 87)	20 (lot 85)
87	20 (lot 88)	15 (lot 86) 15 (beach access)	20 (lot 84)
88	20 (lot 87)	15 (lot 72) 15 (beach access)	see plat
89-91	25 (Jackstay)	15 (lots)	see plat
92	20 (lot 93)	15 (lot 91) 15 (beach access)	see plat
93	20 (lot 92)	15 (lot 94) 15 (beach access)	20 (lot 96)

94	25 (Jackstay)	25 (Jackstay) 15 (lot 93)	20 (lot 95)
95	25 (Jackstay)	25 (Jackstay) 15 (lot 96)	20 (lot 94)
96	20 (lot 97)	15 (lot 95) 15 (beach access) 15 (lots 98,99)	20 (lot 93)
97	20 (lot 96)	15 (beach access) 15 (lot 99)	25 (Flyway)
98	25 (Jackstay)	25 (Jackstay)	20 (lot 97)
99	25 (Jackstay)	25 (Flyway) 15 (lot 98)	20 (lot 97)

KINGS ISLAND

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

LOW OAK WOODS RD

Lot	Front	Side	Rear
325	25 (Low Oak Woods)	30 (golf) 15 (lot 326)	30 (golf)
326	25 (Low Oak Woods)	15	30 (golf)
336	20 (Lot 335)	15	30 (golf)
337-341	25 (Low Oak Woods)	15	30 (golf)
342	25 (Low Oak Woods)	15 (lot 341) 15 (bike path)	30 (golf) 20 (bike path)
343	25 (Low Oak Woods)	15 (bike path) 15 (lot 344)	20 (bike path) 30 (golf)
344-348	25 (Low Oak Woods)	15	30 (golf)
349	25 (Low Oak Woods)	15	30 (lot 350)
350	25 (Low Oak Woods)	15	30 (golf)
351-352	25 (Low Oak Woods)	15	30 (golf)
353	25 (Low Oak Woods)	15 (lot 352)	30 (golf)
373	25 (Low Oak Woods)	30 (golf)	20 (lot 374)

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		15 (lot 374)	
374	25 (Low Oak Woods)	25 (Green Winged) 15 (lots 373,375)	———

MARSH EDGE LN

Lot	Front	Side	Rear
22	25 (Marsh Edge Ln)	25 (Trumpet Cr.) 15 (lot 23)	30 (lagoon)
23-25	25 (Marsh Edge Ln)	15	30 (lagoon)
26	25 (Marsh Edge Ln)	15 (lot 25) 30 (lagoon) 15 (lot 27)	20 (lot 19)
27	25 (Marsh Edge Ln)	15	20 (lots 17, 18, 19)
28	25 (Marsh Edge Ln)	15 (lot 17) 20 (open space) 30 (marsh)	20 (open space)
29	25 (Marsh Edge Ln)	30 (marsh) 15 (lot 30)	30 (marsh)
30-35	25 (Marsh Edge Ln)	15	30 (marsh)
36	25 (Marsh Edge Ln)	15 (lot 35) 30 (marsh)	30 (marsh)
37	25 (Marsh Edge Ln)	30 (marsh)	30 (marsh)

38	25 (Marsh Edge Ln)	30 (marsh) 15 (lot 39) 20 (open space)	30 (marsh)
39	25 (Marsh Edge Ln)	15	20 (open space)
40	25 (Marsh Edge Ln)	15	30 (lagoon)

MARSH ELDER CT

Lot	Front	Side	Rear
99	25 (Marsh Elder)	15	20 (lots)
100	25 (Marsh Elder)	15	20 (lots)
101	25 (Marsh Elder)	15 (lot 100) 30 (marsh) 15 (lot 102)	20 (lots 92, 93)
102	25 (Marsh Elder)	15 (lot 100) 30 (marsh) 15 (lot 103)	30 (marsh)
103-106	25 (Marsh Elder)	15	30 (marsh)
107	25 (Marsh Elder)	15	30 (marsh) 20 (lot 110)

MARSH HAWK LN - patio lots

Lot	Front	Side	Rear
160,162,164,166,168,170,172,174,176			

	20 (Marsh Hawk)	3 (r. side w/wall) 7 (l. side)	30 (golf)
161,163,165,167,169,171,173,175,177-185			
	20 (Marsh Hawk)	3 (l. side w/wall) 7 (r. side)	30 (golf)

MARSH ISLAND DR

Lot	Front	Side	Rear
161	25 (Marsh Isl. Dr.)	25 (Sweetgrass Ln) 15 (lot 162)	20 (lot 160)
168	25 (Marsh Isl. Dr.)	30 (marsh) 15 (lot 169)	30 (marsh)
169-172	25 (Marsh Isl. Dr.)	15 (lots)	30 (marsh)
173	25 (Marsh Isl. Dr.)	15 (lot 172) 30 (marsh)	30 (marsh)
174	25 (Marsh Isl. Dr.)	30 (marsh)	30 (marsh)
190	25 (Marsh Isl. Dr.)	25 (Sweetgrass Ln) 15 (lot 189)	20 (lot 191)

Patio lots - wall on left

162	25 (Marsh Isl. Dr.)	12 3 (privacy wall)	20 (lot 159)
163-166	25 (Marsh Isl. Dr.)	12 3 (privacy wall)	30 (lagoon)

167	25 (Marsh Isl. Dr.)	30 (marsh) 3 (privacy wall)	30 (lagoon)

Patio lots - wall on right

175	25 (Marsh Isl. Dr.)	30 (marsh) 3 (privacy wall)	30 (marsh)
176-183	25 (Marsh Isl. Dr.)	12 3 (privacy wall)	30 (marsh)
184	25 (Marsh Isl. Dr.)	12 3 (privacy wall)	30 (marsh) 20 (open space)
185	25 (Marsh Isl. Dr.)	12 3 (privacy wall)	20 (open space)
186	25 (Marsh Isl. Dr.)	12 3 (privacy wall)	20 (lot 194) 20 (open space)
187-189	25 (Marsh Isl. Dr.)	12 3 (privacy wall)	20 (lots)

MASTERS COURT

Lot	Front	Side	Rear
282	25 (Masters Ct)	25 (Surfsong Rd) 15 (lot 283)	30 (golf)
283-286	25 (Masters Ct)	15 (lots)	30 (golf)

287	20 (lot 286)	15 (lot 288) 30 (golf)	30 (golf)
288	20 (lot 287)	15	30 (golf)
289-291	25 (Masters Ct)	15 (lots)	30 (golf)
292	20 (lot 293)	15	30 (golf)
293	25 (Masters Ct) 25 (Surfsong Rd)	15	20 (lot 292) 20 (lot 294)

NEEDLERUSH CT

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

NICKLAUS LN - SEE PLAT

OCEAN COURSE DR

Lot	Front	Side	Rear
1-13	25 (Ocean Course)	20 (lots)	30 (marsh)

14	25 (Ocean Course)	20 (lot 13) 20 (beach access)	30 (marsh)
38	40 (Ocean Course)	20	see file (30' from closest PL perp. to 37/38 lot line)
39	40 (Ocean Course)	20	see file (L-120,R-155)
40	40 (Ocean Course)	20 (lot 39) 20 to 30 (marsh) see file	see file (L-120 perp. to 39/40 PL)
55	25 (Ocean Course)	25 (future st.) 20 (lot 56)	30 (future lot)
56-59	25 (Ocean Course)	20 (lots)	30 (future lot)
60	25 (Ocean Course)	20	30 (future lot) 30 (marsh)
61-64	25 (Ocean Course)	20	30 (marsh)

OLD DOCK RD

Lot	Front	Side	Rear
487	25 (Old Dock)	25 (Old Dock) 15 (lot 488)	25 (Sea Marsh)
488	25 (Old Dock) 20 (lot 489)	15	25 (Sea Marsh)
489	25 (Old Dock) 20 (lots 488,260)	15	30 (marsh)

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490	25 (Old Dock) 20 (lot 489)	15	30 (marsh)
491-497	25 (Old Dock)	15	30 (marsh)
498	25 (Old Dock) 20 (lot 499)	15	30 (marsh)
499	20 (lot 500)	15 (lot 498) 30 (marsh)	30 (marsh)
500	20 (lot 499)	15 (lot 501) 30 (marsh)	20 (lot 512)
501	20 (lot 500) 25 (Old Dock)	15	20 (lot 511)
502-505	25 (Old Dock)	15	20 (lots)
506	25 (Old Dock)	15 (lot 505) 25 (Old Dock)	20 (lot 507)

OYSTER RAKE

Lot	Front	Side	Rear
530	25 (Oyster Rake)	15 (lot 531) 25 (K.I. Pkwy.)	30 (golf)
531-543	25 (Oyster Rake)	15 (lots)	30 (golf)
544-548	25 (Oyster Rake)	15 (lots)	30 (marsh)

549-548	25 (Oyster Rake)	15	30 (open space)
549-552	25 (Oyster Rake)	15	30 (open space)
553-571	25 (Oyster Rake)	15	50 (K.I. Pkwy.)
572	25 (Oyster Rake)	15 (lot 571) 25 (Oyster Rake)	50 (K.I. Pkwy.)
573	25 (Oyster Rake)	25 (Oyster Rake) 15 (lot 597)	20 (open space)
574-584	25 (Oyster Rake)	15	20 (open space)
585	25 (Oyster Rake)	15 (lot 584) 25 (Oyster Rake)	20 (open space)
586-597	25 (Oyster Rake)	15	20 (open space)

PAINTED BUNTING LN

Lot	Front	Side	Rear
32	25 (Painted Bunting)	25 (Greensward)	30 (lagoon)
		15 (lot 33)	
		50	

33-37	25 (Painted Bunting)	15	30 (lagoon/golf)
38	25 (Painted Bunting)	15 (lot 37) 25 (Greensward)	30 (lagoon)

PALM WARBLER RD

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

		15 (cart path)	
318	25 (Palm Warbler)	15 (cart path) 15 (lot 319)	30 (golf)
319-323	25 (Palm Warbler)	15	30 (golf)
324	25 (Palm Warbler)	15 (lot 323) 30 (lagoon)	30 (golf)

PIPING PLOVER

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

PLEASANT VALLEY

Lot	Front	Side	Rear
100	20 (lot 101)	20 (open space) 30 (golf)	20 (open space)

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

RED BAY ROAD - patio lots

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

RED CEDAR LN

Lot	Front	Side	Rear
137	25 (Red Cedar)	25 (Red Cedar) 15 (lot 138)	20 (lot 136)
138-141	25 (Red Cedar)	15 (lots)	20 (lots)
142	25 (Red Cedar)	15 (lot 141) 30 (marsh) 15 (lot 143)	20 (lot 129)
143-149	25 (Red Cedar)	15 (lots)	30 (marsh)
150	25 (Red Cedar)	15 (lot 149) 30 (marsh)	30 (marsh)
151	25 (Red Cedar)	30 (marsh) 15 (lot 153)	30 (lagoon)
152	25 (Red Cedar)	15	30 (lagoon)
153	25 (Red Cedar)	15 (lot 152)	30 (lagoon)

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25 (Sawgrass Ln)

RHETTS BLUFF RD

Lot	Front	Side	Rear
7	20 (Rhetts Bluff)	15	25 (from SCCCCL)
8	20 (Rhetts Bluff)	15	20 (from SCCCCL)
9	20 (Rhetts Bluff)	15	20 (from SCCCCL)
10	20 (Rhetts Bluff)	15	20 (from SCCCCL)
11	20 (Rhetts Bluff)	15	L-20, R-10
12	20* (Rhetts Bluff)	15	10 (from SCCCCL)
13	20* (Rhetts Bluff)	15**	10 (from SCCCCL)
14	20* (Rhetts Bluff)	15**	10 (from SCCCCL)
15	20* (Rhetts Bluff)	15**	10 (from SCCCCL)
16	20* (Rhetts Bluff)	15**	L-10, R-20
17	20 (Rhetts Bluff)	15	20 (from SCCCCL)
18	20 (Rhetts Bluff)	15	L-20, R-25
19-28	20 (Rhetts Bluff)	15	25 (from SCCCCL)

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29	20* (Rhetts Bluff)	15**	15 (from SCCCCL)
30	20* (Rhetts Bluff)	15**	15 (from SCCCCL)
31	20* (Rhetts Bluff)	15**	15 (from SCCCCL)
32	20* (Rhetts Bluff)	15**	15 (from SCCCCL)
33	20* (Rhetts Bluff)	15**	15 (from SCCCCL)
34	20 (Rhetts Bluff)	15	L-40, R-15
35	50 (Rhetts Bluff)	15	L-50, R-40
95	20 (Rhetts Bluff)	20 (Rhetts Bluff) 15 (lot 96)	25 (from SCCCCL)
96-99	20 (Rhetts Bluff)	15	25 (from SCCCCL)

* A one story element may be allowed to encroach to within 10' of the front property line.

** Decks of reduced height may be allowed to encroach into the setback.

ROYAL BEACH DR

Lot	Front	Side	Rear
1	25 (Royal Beach)	25 (Flyway) 15 (lot 2)	20 (open space)
2-6	25 (Royal Beach)	15 (lots)	20 (open space)

7	20 (lot 6)	15	see plat
8	20 (lot 7)	15	see plat
9	20 (lots 8,10) 25 (Royal Beach)	15	see plat
10	20 (lot 11)	15	see plat
11	20 (lot 12)	15	see plat
12-16	25 (Royal Beach)	15 (lots)	20 (open space)
17	25 (Royal Beach)	15 (lot 16) 25 (Flyway)	20 (open space)

RUDDY DUCK CT

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

RUDDY TURNSTONE

Lot	Front	Side	Rear
289-291	25 (Ruddy Turn.)	15	30 (open space)

507	25 (Ruddy Turn.)	15 (lot 508) 25 (Sea Marsh)	20 (lots)
508-511	25 (Ruddy Turn.)	15	20 (lots)
512	———	15 (lots)	30 (marsh)
513-514	25 (Ruddy Turn.)	15	30 (marsh)
515	25 (Ruddy Turn.)	15 (lot 514) 30 (marsh)	30 (marsh)
517	25 (Ruddy Turn.) 20 (lot 518)	30 (marsh) 15 (lot 518)	30 (lagoon)
518	20 (lot 519)	15 (lot 517) 30 (lagoon)	30 (lagoon)
519	20 (lot 518)	15 (lot 520) 30 (lagoon)	30 (lagoon)
520-521	25 (Ruddy Turn.)	15	30 (open space)
522	25 (Ruddy Turn.)	15	———
523	25 (Ruddy Turn.)	15	30 (open space)

RYDER CUP

Lot	Front	Side	Rear
190	25 (Ryder Cup)	25 (Glen Abbey) 15 (lot 191)	20 (open space)
191	25 (Ryder Cup)	15	20 (open space)
192	-------	15	20 (open space) 30 (lagoon)
193-196	25 (Ryder Cup)	15 (lots)	30 (lagoon)
197	-------	15 (lot 198) 30 (lagoon)	30 (lagoon)
198	25 (Ryder Cup)	15 (lot 199) 30 (lagoon)	30 (lagoon)
199	25 (Ryder Cup)	15 (lot 198) 25 (Glen Abbey)	30 (lagoon)

SALT MEADOW COVE

Lot	Front	Side	Rear
277	25 (Salt Meadow)	15 (lot 278) 25 (Sea Marsh)	25 (K.I. Pkwy)
278-280	25 (Salt Meadow)	15	25 (K.I. Pkwy)

Patio Lots

292-295	20 (Salt Meadow)	3 (l. side w/wall)	10 (open space)

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

SALTGRASS CT

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

SANDERLING CT

Lot	Front	Side	Rear

189	20 (lot 188)	30 (golf) 15 (lot 190)	30 (golf)
190	20 (lot 189) 25 (Sanderling Ct)	15	30 (golf)
191-192	25 (Sanderling Ct)	15	30 (golf)
193	25 (Sanderling Ct)	15	30 (golf) 30 (lagoon)
194-195	25 (Sanderling Ct)	15	30 (lagoon)
196	25 (Sanderling Ct)	15	30 (lagoon) 20 (lot 198)
197	25 (Sanderling Ct)	15 (lot 196) 25 (Belted Kingfisher)	20 (lot 198)

SANDWEDGE CT - patio lots

Lot	Front	Side	Rear
186	25 (Sandwedge)	7 (lot 187)	10 (lagoon)
187	25 (Sandwedge)	7	10 (lagoon/golf)
188	25 (Sandwedge)	3 (lot 187, w/wall) 7 (lot 189)	10 (golf)
189	25 (Sandwedge)	3 (lot 188, w/wall) 7 (lot 190)	10 (golf)

190	25 (Sandwedge)	3 (lot 189, w/wall) 7 (lot 191)	10 (golf)
191	25 (Sandwedge)	3 (lot 190, w/wall) 7 (lot 192)	10 (golf)
192	25 (Sandwedge)	3 (lot 191, w/wall) 7 (lot 193)	10 (golf)
193	25 (Sandwedge)	3 (lot 192, w/wall) 7 (lot 194)	10 (lagoon)
194	25 (Sandwedge)	7	10 (lagoon)

SEA MARSH DRIVE

Lot	Front	Side	Rear
156-159 (patio lots)	20 (Sea Marsh)	3 (r. side w/wall) 7 (l. side)	30 (golf)
201	25 (Sea Marsh)	15 (lot 207) 30 (marsh)	30 (marsh)
207,209,211,213,215,217,219,220,222	25 (Sea Marsh)	15	30 (marsh)
206,208,210,212,214,216,218,221,223	25 (Sea Marsh)	15	30 (lagoon/golf)
227	25 (Sea Marsh)	15 (lot 229) 25 (Sea Myrtle)	25 (Sea Marsh)

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228	25 (Sea Marsh)	15 (lot 223) 25 (Sparrow Hawk)	30 (golf)
229	25 (Sea Marsh)	15	20 (open space)
239-242,250,252-254,261-264	25 (Sea Marsh)	15	30 (golf)
249	25 (Sea Marsh)	15 (lot 251) 25 (Saltgrass)	20 (lot 248)
251	25 (Sea Marsh)	15	20 (lot 248)
260	25 (Sea Marsh)	15	20 (lot 489)
265	25 (Sea Marsh)	15 (lot 264) 15 (open space)	30 (golf)
266	25 (Sea Marsh)	15 (open space) 15 (lot 267)	30 (golf)
267-268	25 (Sea Marsh)	15	30 (golf)
287-288	25 (Sea Marsh)	15	30 (open space)

SEA MYRTLE CT

Lot	Front	Side	Rear
224-225	25 (Sea Myrtle)	15	30 (marsh)

226	25 (Sea Myrtle) 20 (open space)	15	30 (marsh)

SHOOLBRED CT

Lot	Front	Side	Rear
36-40	50 (Shoolbred)	15	50 (from SCCCCL)

SKIMMER CT

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

SNOWY EGRET LN

Lot	Front	Side	Rear
400	25 (Snowy Egret)	25 (Snowy Egret) 15 (lot 401)	30 (lagoon)
401-409	25 (Snowy Egret)	15 (lots)	30 (lagoon)
410	25 (Snowy Egret)	15	30 (lagoon) 30 (golf)
411	25 (Snowy Egret)	15	30 (golf)

412-429	25 (Snowy Egret)	15	30 (marsh)
430	25 (Snowy Egret)	15 (lots)	25 (Governors) 30 (marsh)
431	25 (Snowy Egret)	15	25 (Governors)
432	25 (Snowy Egret)	15	25 (Governors) 30 (lagoon)
433-437	25 (Snowy Egret)	15 (lots)	30 (lagoon)
438	25 (Snowy Egret)	15 (lot 437) 25 (Snowy Egret)	30 (lagoon)

SPARROW HAWK RD

Lot	Front	Side	Rear
230	25 (Sparrow Hawk)	30 (golf) 15 (lot 231)	20 (lot 231)
231	20 (lot 230)	30 (golf) 15 (lot 232)	30 (lagoon)
232	25 (Sparrow Hawk)	15 (lot 231) 15 (cart path)	30 (golf)
233	25 (Sparrow Hawk)	15 (lot 234) 15 (cart path)	30 (golf)

234-238	25 (Sparrow Hawk)	15	30 (golf)

SPARTINA CT

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

SPOTTED SANDPIPER CT

Lot	Front	Side	Rear
70	25 (Spotted Sand.)	30 (lagoon) 15 (lot 71)	30 (lagoon)
71-75	25 (Spotted Sand.)	15	30 (lagoon)
76	25 (Spotted Sand.)	15 (lot 75) 30 (lagoon)	30 (lagoon)

SUMMER TANAGER CT

Lot	Front	Side	Rear
269	25 (Summer Tan.)	25 (Sea Marsh) 15 (lot 270)	20 (lot 268)
270-273	25 (Summer Tan.)	15	30 (golf)
274	------	15 (lot 273) 25 (K.I. Pkwy)	30 (golf)

SURFSCOTER LN - patio lots

Lot	Front	Side	Rear
86-104	20 (Surfscoter)	3 (r. side w/wall) 7 (l. side)	10 (lagoon/golf) 10 (open space)

SURFSONG RD

Lot	Front	Side	Rear
1	25 (Surfsong)	20 (open space) 15 (lot 2)	30 (lagoon)
2	25 (Surfsong)	15	30 (lagoon)
3	25 (Surfsong)	20 (open space) 15 (lot 2)	30 (lagoon)
4	25 (Surfsong)	15 (open space) 15 (lot 5)	30 (lagoon)
5-10	25 (Surfsong)	15 (lots)	30 (lagoon)

11	25 (Surfsong)	15 (open space) 15 (lot 10)	30 (lagoon)
12	25 (Surfsong)	15 (open space) 15 (lot 13)	30 (lagoon)
13-17	25 (Surfsong)	15 (lots)	30 (lagoon)
18	25 (Surfsong)	15 (open space) 15 (lot 17)	30 (lagoon)
19	25 (Surfsong)	15 (open space) 15 (lot 20)	30 (lagoon)
20-23	25 (Surfsong)	15 (lots)	30 (lagoon)
24	25 (Surfsong)	15 (open space) 20 (lot 25)	30 (lot 25)
25	30 (lot 24)	15 (lot 24) 15 (lot 26)	see plat
26	30 (lot 27)	15 (lot 25) 25 (lot 27)	see plat
27	25 (Surfsong)	20 (lot 26) 15 (lot 28)	30 (lot 26)
28	25 (Surfsong)	15 (lot 27) 20 (lot 24)	30 (lot 29)
29	30 (lot 28)	25 (lot 28)	see plat

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		15 (lot 30)	
30	30 (lot 31)	15 (lot 29) 25 (lot 31)	see plat
31	25 (Surfsong)	20 (lot 30) 15 (lot 32)	30 (lot 30)
32	25 (Surfsong)	15 (lot 31) 20 (lot 33)	30 (lot 33)
33	30 (lot 32)	25 (lot 32) 15 (lot 34)	see plat
34	30 (lot 35)	15 (lot 33) 25 (lot 35)	see plat
35	25 (Surfsong)	20 (lot 34) 15 (lot 36)	30 (lot 34)
36	25 (Surfsong)	15 (lot 35) 20 (lot 37)	30 (lot 37)
37	30 (lot 36)	25 (lot 36) 15 (lot 38)	see plat
38	30 (lot 39)	15 (lot 37) 25 (lot 39)	see plat
39	25 (Surfsong)	20 (lot 38) 15 (lot 40)	30 (lot 38)
40	25 (Surfsong)	15 (lot 39) 20 (lot 41)	30 (lot 41)

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41	30 (lot 40)	25 (lot 40) 15 (lot 42)	see plat
42	30 (lot 43)	15 (lot 41) 25 (lot 43)	see plat
43	25 (Surfsong)	20 (lot 42) 15 (lot 44)	30 (lot 42)
44	25 (Surfsong)	15 (lot 43) 20 (lot 45)	30 (lot 45)
45	30 (lot 44)	25 (lot 44) 15 (lot 46)	see plat
46	30 (lot 47)	15 (lot 45) 25 (lot 47)	see plat
47	25 (Surfsong)	20 (lot 46) 15 (lot 48)	30 (lot 46)
48	25 (Surfsong)	15 (lot 47) 20 (lot 49)	30 (lot 49)
49	30 (lot 48)	25 (lot 48) 15 (lot 50)	see plat
50	30 (lot 51)	15 (lot 49) 25 (lot 51)	see plat
51	25 (Surfsong)	20 (lot 50) 15 (lot 52)	30 (lot 50)

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52	25 (Surfsong)	15 (lot 51) 20 (lot 53)	30 (lot 53)
53	30 (lot 52)	25 (lot 52) 15 (lot 54)	see plat
54	30 (lot 55)	15 (lot 53) 25 (beach access)	see plat
55	25 (Surfsong)	20 (lot 54) 15 (beach access)	30 (lot 54)
56	25 (Surfsong)	15 (beach access) 20 (lot 57)	30 (lot 57)
57	30 (lot 56)	25 (beach access) 15 (lot 58)	see plat
58	30 (lot 59)	15 (lot 57) 25 (lot 59)	see plat
59	25 (Surfsong)	20 (lot 58) 15 (lot 60)	30 (lot 58)
60	25 (Surfsong)	15 (lot 59) 20 (lot 61)	30 (lot 61)
61	30 (lot 60)	25 (lot 60) 15 (lot 62)	see plat
62	30 (lot 63)	15 (lot 61) 25 (beach access)	see plat

63	25 (Surfsong)	15 (beach access) 20 (lot 62)	30 (lot 62)
64	25 (Surfsong)	15 (lot 70) 15 (beach access) 15 (lot 65)	20 (lots 67, 68)
65	25 (Surfsong)	25 (Flyway) 15 (lot 64)	20 (lots 66, 67)
73	25 (Surfsong)	25 (Surfsong) 15 (lot 74)	30 (lagoon)
74-85	25 (Surfsong)	15 (lots)	30 (lagoon)
86	25 (Surfsong)	20 (lot 87) 15 (lot 338)	30 (lot 87)
87	30 (lot 86)	15 (lot 88) 25 (lot 86)	see plat
88	30 (lot 89)	25 (lot 89) 15 (lot 87)	see plat
89	25 (Surfsong)	15 (lot 90) 20 (lot 88)	30 (lot 88)
90	25 (Surfsong)	20 (lot 91) 15 (lot 89)	30 (lot 91)
91	30 (lot 90)	15 (lot 92) 25 (lot 90)	see plat
92	30 (lot 93)	15 (lot 91)	see plat

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		25 (lot 93)	
93	25 (Surfsong)	15 (lot 94) 20 (lot 92)	30 (lot 92)
94	25 (Surfsong)	20 (lot 95) 15 (lot 93)	30 (lot 95)
95	30 (lots 94, 97)	25 (lots 94, 97)	see plat
97	25 (Surfsong)	15 (lot 98) 20 (lot 95)	30 (lot 95)
98	25 (Surfsong)	20 (lot 99) 15 (lot 97)	30 (lot 99)
99	30 (lot 98)	15 (lot 10 Nicklaus) 25 (lot 98)	~~see plat~~ O
161	25 (Surfsong)	15 (Ocean Green) 15 (cart path)	30 (golf)
162	25 (Surfsong)	15 (cart path) 15 (lot 163)	30 (golf)
163-168	25 (Surfsong)	15 (lots)	30 (golf)
169	25 (Surfsong)	30 (golf) 15 (lot 168)	30 (golf)
170	25 (Surfsong)	20 (open space) 15 (lot 171)	30 (lagoon)

171	20 (lot 172)	15	30 (lagoon)
172	25 (Surfsong)	25 (Glen Abbey) 15 (lot 171)	20 (lot 173)
255	25 (Surfsong)	30 (golf) 15 (lot 256)	30 (golf)
256-258	25 (Surfsong)	15 (lots)	30 (golf)
294	20 (lot 293)	15	30 (golf)
295-296	25 (Surfsong)	15 (lots)	30 (golf)
297	25 (Surfsong)	15 (open space) 15 (lot 296)	30 (golf)
298	25 (Surfsong)	15 (open space) 15 (lot 299)	30 (golf)
299	25 (Surfsong)	25 (Surfsong) 15 (lot 298)	30 (golf)
307	25 (Surfsong)	15	30 (lagoon)
308	25 (Surfsong)	15 (lot 307) 15 (beach access)	30 (lagoon)
336	25 (Surfsong)	15 (beach access) 15 (lot 337)	30 (lagoon)
337	25 (Surfsong)	15	30 (lagoon)

338	25 (Surfsong)	15 (lot 86) 20 (lot 339)	30 (lot 339)
339	30 (lot 338)	25 (lot 338) 15 (lot 340)	see plat
340	30 (lot 341)	15 (lot 339) 25 (lot 341)	see plat
341	25 (Surfsong)	20 (lot 340) 20 (beach access)	30 (lot 340)

SURFWATCH DR

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

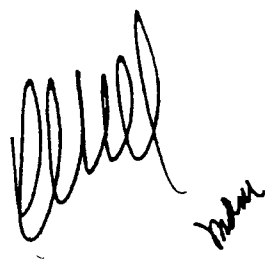
		15 (lot 66)	
66-68	25 (Surfwatch)	15	30 (lagoon)
69	25 (Surfwatch)	15 (lot 68) 30 (lagoon)	——

SWEETGRASS LN

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

TALLOW TREE LN

Lot	Front	Side	Rear
269	25 (Tallow Tree)	30 (golf) 15 (lot 270)	30 (golf)



270-277	25 (Tallow Tree)	15	30 (golf)
278	25 (Tallow Tree)	15	30 (golf) 30 (lagoon)
279	25 (Tallow Tree)	15	30 (lagoon)
280	25 (Tallow Tree)	15 (lot 279) 30 (lagoon)	30 (lagoon)

TREEDUCK CT

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

TRUMPET CREEPER

Lot	Front	Side	Rear
41	25 (Trumpet Cr.)	25 (Marsh Edge Ln)	20 (lot 40)

		15 (lot 42)	
42	25 (Trumpet Cr.)	15 (lot 41) 30 (lagoon)	30 (lagoon)
43	25 (Trumpet Cr.)	30 (lagoon) 15 (lots 44,45)	30 (lagoon)

TURNBERRY LN

Lot	Front	Side	Rear
118	25 (Turnberry)	25 (Pleasant Valley) 15 (lot 119)	30 (golf)
119-124	25 (Turnberry)	15 (lots)	30 (golf)
125	25 (Turnberry)	15	30 (golf) 30 (lagoon)
126	25 (Turnberry)	15	30 (lagoon)
127	25 (Turnberry)	15	30 (lagoon) 30 (golf)
128-133	25 (Turnberry)	15 (lots)	30 (golf)
134	25 (Turnberry)	15 (lot 133) 25 (Pleasant Valley)	30 (golf)

VIRGINIA RAIL ROAD

720	25 (Glossy Ibis) 25 (Virginia Rail)	20 (lot 721) 30 (marsh)	20 from easement

721	25 (Virginia Rail)	20	30 (marsh)
722-723	25 (Virginia Rail)	20	30 (marsh)
726-736B	25 (Virginia Rail)	20	30
736C	25 (Virginia Rail)	20 (lot 736B)	30 (pond)
737	25 (Virginia Rail)	20 (lot 738)	30 (pond)
738	25 (Virginia Rail)	20	30 (golf)
739	25 (Virginia Rail)	20	20 (par. to L15)
740	25 (Virginia Rail) 25 (Glossy Ibis)	20	20 from lot line

WAX MYRTLE CT - Patio lots (wall on right side)

Lot	Front	Side	Rear
78	25 (Wax Myrtle)	25 (Wax Myrtle) 3 (privacy wall)	20 (lot 77)
79-82	25 (Wax Myrtle)	12 3 (privacy wall)	20 (lots)
83	25 (Wax Myrtle)	12 3 (privacy wall)	20 (lots 72, 73) 20 (open space)
84	25 (Wax Myrtle)	12 3 (privacy wall)	20 (open space)
85	25 (Wax Myrtle)	12 3 (privacy wall)	20 (open space) 30 (marsh)

86-91	25 (Wax Myrtle)	12 3 (privacy wall)	30 (marsh)
92	25 (Wax Myrtle)	12 3 (privacy wall)	30 (marsh) 20 (lot 101)
93	25 (Wax Myrtle)	12 3 (privacy wall)	20 (lots 101,100)
94	25 (Wax Myrtle)	12 3 (privacy wall)	20 (lot 96)

WHIMBRELL ROAD

567-584	25 (Whimbrell)	20	30 (golf & lagoon)
585	25 (Whimbrell)	20 (lot 584) 25 (Bufflehead)	30 (golf)

WINGED FOOT

Lot	Front	Side	Rear
329	25 (Winged Foot)	25 (Surfsong Rd) 15 (lot 330)	30 (golf)
330	25 (Winged Foot)	15	30 (golf)
331	25 (Winged Foot) 20 (lot 332)	15	30 (golf)
332	20 (lot 331) 20 (lot 333)	30 (golf)	30 (golf)

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333	25 (Winged Foot) 20 (lot 332)	15	30 (golf)
334	25 (Winged Foot)	15	30 (golf)
335	25 (Winged Foot)	15 (lot 334) 25 (Surfsong)	30 (golf)

YELLOWTHROAT LN

Lot	Front	Side	Rear
180	25 (Yellowthroat)	15	30 (lagoon)
181	25 (Yellowthroat)	15 (lot 180) 30 (golf)	30 (lagoon)
208	25 (Yellowthroat)	25 (Belted King) 15 (lot 209)	20 (lot 207)
209-210	25 (Yellowthroat)	15	20 (lots)
211	25 (Yellowthroat)	15 (bike path) 15 (lot 210)	30 (lagoon) 20 (lot 205)
212	25 (Yellowthroat)	15 (lot 213) 15 (bike path)	30 (lagoon)
213	25 (Yellowthroat)	15	30 (lagoon)
214-218	25 (Yellowthroat)	15	30 (golf)

219	25 (Yellowthroat)	20 (open space) 15 (lot 218)	30 (golf)

EXISTING RESIDENTIAL COUNTS

DESCRIPTION	LOTS AND DWELLING UNITS	
Subdistrict 1		
Lots	42	
Dwelling Units		
Sparrow Pond	76	
Beach Townhouses	10	
Shipwatch	51	
Greenslake	33	
Fairway Oaks	84	
Duneside	24	
Seascape	72	
Courtside	24	
Inlet Cove	109	
Individual Homes	26	
Subtotal	551	
Subdistrict 2		
Lots	166	
Dwelling Units		
Oceanwoods	62	
Individual Home	350	
Subtotal	578	
Subdistrict 3		
No Residential Permitted	0	
Subdistrict 4		
Lots	204	
Dwelling Units		
Mariners Watch	96	
Night Heron	89	
Windswept 1	32	
Windswept 2	82	
Windswept 3	35	
Parkside	100	
Tennis Club	140	
Turtle Point 1 & 2	58	
Turtle Cove 1 & 2	56	
Windswept 4	44	
Windswept 5	16	
Turtle Cove 3	64	
Turtle Point 3	53	
Individual Homes (Including Enclave, Village Ocean Green)	220	
Subtotal	1,289	
Subdistrict 5		
Lots	770	
Dwelling Units		
Club Cottages	3	
Individual Homes	293	
Subtotal	1,066	
Subdistrict 6		
Lots	11	
Subtotal	11	
Subdistrict 7		
Lots	137	
Dwelling Units (Homes)	4	
Subtotal	141	
Total Existing Residential		3,636

DEVELOPED LANDS OF KRA AS OF JANUARY 28

All properties are designated "R".

The following is a listing of Developed Lands of KRA as of January 28:

1	421	Sea Lavender Court
2	422	Sea Lavender Court
3	423	Sea Lavender Court
4	530	Oyster Rake Drive
5	549	Oyster Rake Drive
6	550	Oyster Rake Drive
7	551	Oyster Rake Drive
8	552	Oyster Rake Drive
9	553	Oyster Rake Drive
10	554	Oyster Rake Drive
11	555	Oyster Rake Drive
12	556	Oyster Rake Drive
13	557	Oyster Rake Drive
14	558	Oyster Rake Drive
15	559	Oyster Rake Drive
16	560	Oyster Rake Drive
17	561	Oyster Rake Drive
18	562	Oyster Rake Drive
19	563	Oyster Rake Drive
20	564	Oyster Rake Drive
21	565	Oyster Rake Drive
22	566	Oyster Rake Drive
23	567	Oyster Rake Drive
24	568	Oyster Rake Drive
25	569	Oyster Rake Drive
26	570	Oyster Rake Drive
27	16	Sweetgrass Lane
28	28	Marsh Edge Lane
29	181	Yellow Throat Lane
30	182	Belted Kingfisher Road
31	197	Sanderling Court
32	206	Hornedgrebe Court
33	209	Yellow Throat Lane
34	216	Yellow Throat Lane
35	223	Fish Hawk Lane
36	225	Kill-Dee Court
37	226	Kill-dee Court
38	563	Ruddy Duck Court
39	565	Bufflehead Drive
40	728	Virginia Rail Road

DEVELOPED LANDS OF KRA AS OF JANUARY 28

41	1	Eugenia Avenue
42	30	Eugenia Avenue
43	91	David Street
44	4	Nicklaus Lane
45	120	Spartina Court
46	193	Governor's Drive
47	194	Governor's Drive
48	185	Belted Kingfisher Road
49	193	Sanderling Court
50	208	Yellow Throat Lane
51	218	Yellow Throat Lane
52	221	Yellow Throat Lane
53	222	Fish Hawk Lane
54	224	Fish Hawk Lane
55	230	Fish Hawk Lane
56	335	Governor's Drive
57	345	Governor's Drive
58	729	Virginia Rail Road
59	730	Virginia Rail Road
60	761	Curlew Court

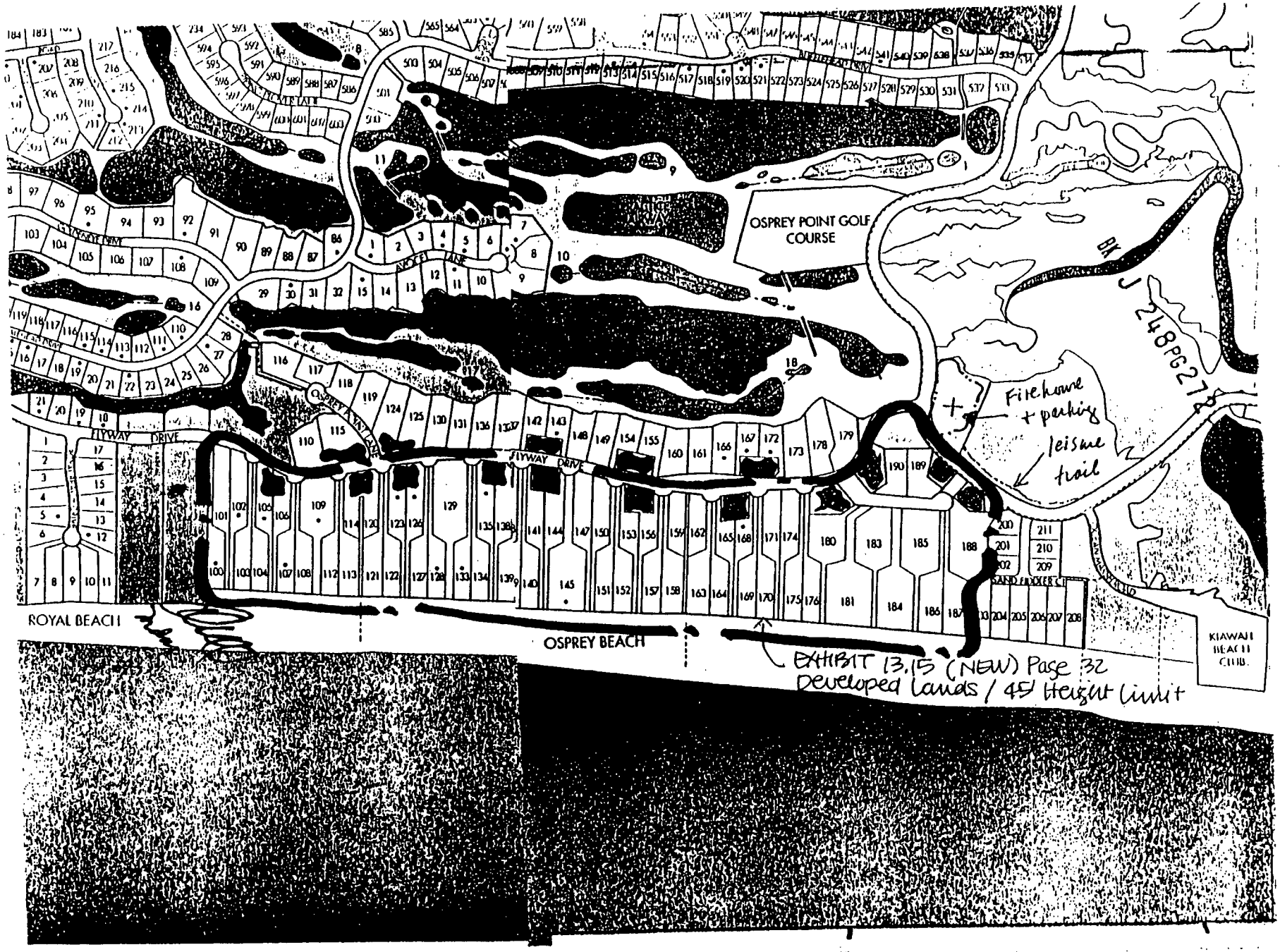
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Exhibit 13.14: Non-Residential Building Setback and Coverage Standards

Minimum setback from front and rear property lines	25 feet
Minimum setback from property lines (1)	25 feet
Minimum pervious cover	30 percent
Maximum floor area ratio	0.20

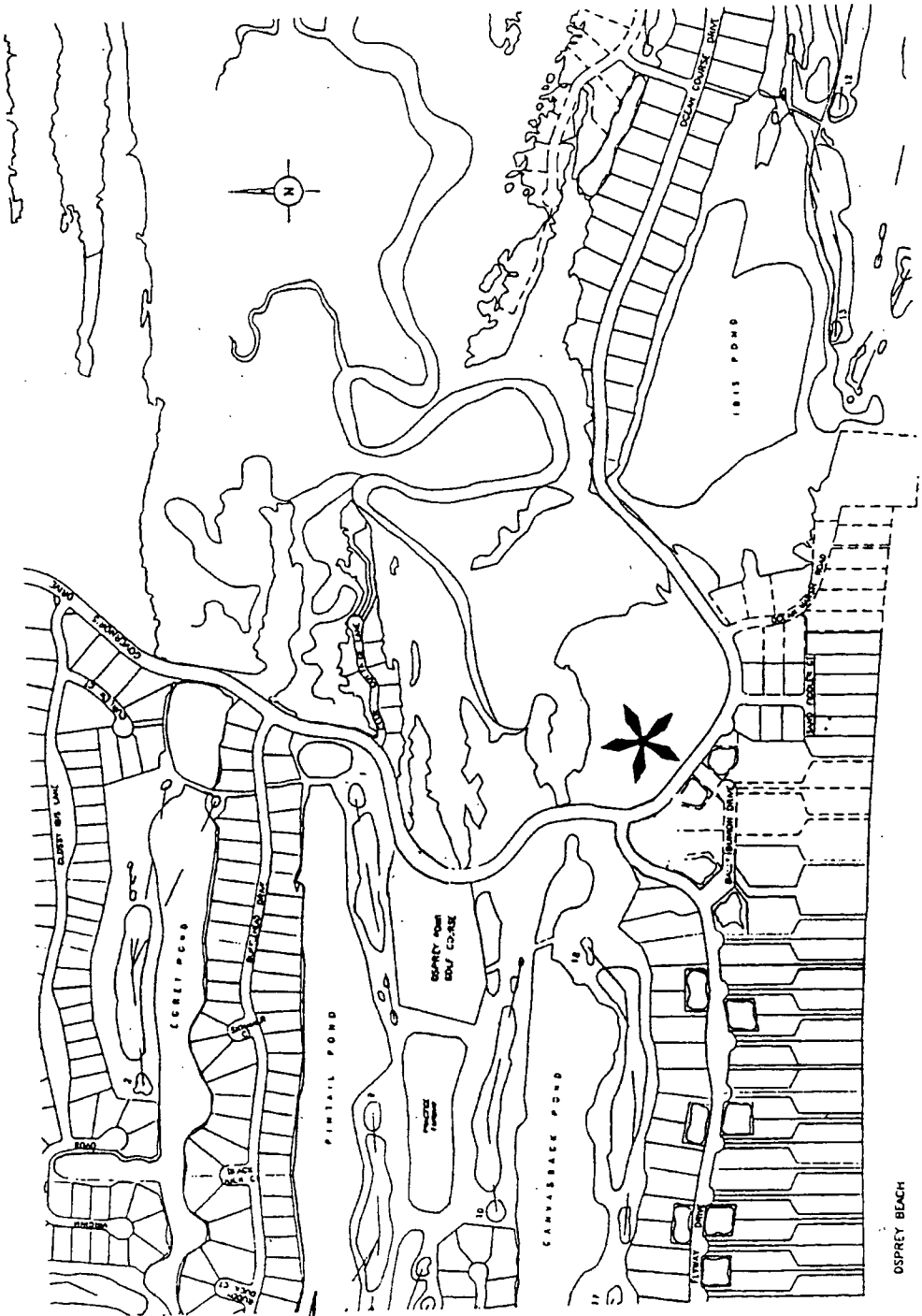
Note for Exhibit 13.14

(1) Minimum side setbacks can be reduced to or eliminated for Development Parcels and Lots which are developed as a unified commercial center, provided the buildings comply with building and fire safety codes.


OSPREY POINT GOLF COURSE
FLYWAY DRIVE
OSPREY VISTA
OSPREY BEACH
ROYAL BEACH
SANDPIPER CT.
KIAWAH BEACH CLUB
Firehouse + parking
leisure trail
BK J 248 PG 270
EXHIBIT 13.15 (NEW) Page 32
Developed Lands / 45' Height Limit

BK J 248PG 273

Second Fire Station Site



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EXH. 17.L

BK J 248PG274

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

OPTION TO PURCHASE
A PORTION OF THE KIAWAH ISLAND PARKWAY
[To be executed upon favorable KICA Membership vote to sell Portion of Parkway]

WHEREAS, a portion of the Kiawah Island Parkway was conveyed to the Kiawah Island Community Association, Inc., (the "KICA") by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture ("KRA") dated the 5th day of September, 1990, and recorded in Book L196, page 251, in the R.M.C. Office for Charleston County, South Carolina (the "R.M.C. Office"), and re-recorded in Book L214, page 50, in the R.M.C. Office (the original and re-recorded deeds being collectively referred to as the "Parkway Deed"); and

WHEREAS, by the execution and recordation of the Parkway Deed, such portion of the Kiawah Island Parkway became a "Common Property" as defined in the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. recorded in Book M114, page 407, in the R.M.C. Office, as amended (the "Covenants"); and

WHEREAS, pursuant to Article IV, Section 6. of the Covenants, the rights and easements of enjoyment in favor of members of the KICA set forth in the Covenants, are subject, *inter alia*, to the right of the KICA to give or sell all or any part of the Common Properties to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to the by members of the KICA; and

WHEREAS, pursuant to Article IV, Section 6.(h) of the Covenants, such conveyance must be authorized by the affirmative vote of three/fourths (3/4ths) of the votes cast at a duly called meeting of the KICA, subject to the quorum requirements established under the Covenants in Article III, Section 6 thereof; and

WHEREAS, the KICA authorized the execution and delivery of the within Option, and subsequent conveyance (if the within Option is exercised) of the below-described portion of the Kiawah Island Parkway to Kiawah Resort Associates, L.P., and the Town of Kiawah Island (the "Town), at the annual meeting of the KICA held the _____ day of _____, 19____; notice thereof, together with notice of such proposed actions having been properly mailed to the members of the KICA at least thirty (30) days prior to the meeting in accordance with Article II, Section 4 of the ByLaws of the KICA; and

WHEREAS, a true copy of the resolution authorizing the grant of the within Option and subsequent conveyance (if the within Option is exercised,) and a certificate of the results of the vote taken thereon, duly acknowledged by the President and Secretary of the KICA, is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the Parkway Deed conveyance was made subject to certain covenants, conditions, rights, easements, restrictions, and reservations set forth in the Parkway Deed; and

WHEREAS, KRA subsequently conveyed all of its properties and interests therein (including certain covenants, conditions, rights, easements, restrictions, and reservations as were reserved by KRA in the Parkway Deed) on Kiawah Island, S.C., to Kiawah Resort Associates, L.P., a Delaware limited partnership ("KRA, L.P."), by deed of conveyance dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office, and thereby assigned to KRA, L.P. all of its rights as developer (and as the "Company" under the Covenants) by that certain Assignment and Assumption of Developer's Rights and Easements dated June 26, 1992, and recorded in Book N215, page 11 in the R.M.C. Office; and

WHEREAS, upon the exercise of the within Option by the Town, KRA, L.P. and the KICA are minded to have KICA reconvey the portion of the Kiawah Island Parkway below described to KRA, L.P. by quit-claim deed, (a copy of which such quit-claim deed is attached hereto as Exhibit "C" and incorporated herein by reference); and immediately thereafter, the said KRA, L.P. has agreed to re-convey the same portion of the Kiawah Island Parkway to the Town, in consideration of the sum of One and No/100 ($1.00) Dollar, subject only to certain amended and restated covenants, conditions, rights, easements, restrictions and reservations as are set forth in the proposed Indenture Deed attached hereto as Exhibit "D" and incorporated herein by reference,

WITNESSETH:

The Option

In consideration of the sum of One and No/100 ($1.00) Dollar each to the other in hand paid, and the mutual promises contained herein, the KIAWAH ISLAND COMMUNITY ASSOCIATION, INC. grants to the TOWN OF KIAWAH ISLAND, for a period of thirty (30) days from the date hereof (the "Option Period"), the irrevocable and exclusive option upon the terms and conditions set forth herein, to purchase the following described real estate, to-wit:

All that certain piece, parcel, or strip of land together with the improvements thereon, situate, lying and being on Seabrook Island, Charleston County, State of South Carolina, known as the Kiawah Island Parkway, a right-of-way 100' in width, and shown on a Plat by Davis & Floyd, Engineers, Inc., entitled "Plat Kiawah Island Parkway & Drainage Easements to Kiawah River Located Charleston County, S.C.", dated December, 1974, and recorded in Plat Book AE at page 53 in the R.M.C. Office for Charleston County, S. C., said tract having such location, metes, butts, bounds, courses and distances as will by reference to said plat more fully appear.

TMS Number: 204-00-00-012

ALSO

All that certain piece, parcel, or strip of land, 100' in width containing 0.569 acres, more or less, and shown and designated between the points numbered 414, 415, 430 and 429 on a plat entitled "Plat Showing Kiawah Island Parkway & Drainage Easements from Kiawah River to Kiawah Resort Complex and Kiawah Resort Complex Charleston County, S.C.", by Davis & Floyd Engineers, Inc., dated November, 1975, and recorded in Plat Book AF at page 94 in the R.M.C. Office for Charleston County, S. C., together with the improvements thereon, including, but not limited to the concrete two lane bridge crossing the Kiawah River, as the same has been recently improved and expanded, its roadways, railings, undercarriage, pilings, and related appurtenances, which said property has such location, metes, butts, bounds, courses and distances as will by reference to said plat more fully appear.

SAVING AND EXCEPTING THEREFROM, HOWEVER, so much of the Kiawah Island Parkway as lies east of the landscaped median which lies immediately west of and adjoins the "Main Security Gate" for Kiawah Island opposite the General Store; it being the intention of the Grantor to convey to the Grantee only that portion of the Kiawah Island Parkway lying between Bohicket Road and the median adjacent to and immediately west of the Main Security Gate as more particularly delineated on the plat prepared by Southeastern Surveying, Inc., attached hereto as Exhibit "A", and incorporated herein by reference.

(the above described Property hereinafter sometimes collectively referred to as the "Property")

In the event the Town elects to exercise the option rights herein granted to purchase the Property, the Town shall evidence such election by giving written notice thereof to the KICA, prior to the expiration of the Option Period. Upon giving of such notice and from and after the date such notice is given (herein "Exercise Date"), this Option Agreement shall be deemed for all purposes a legally enforceable contract between the parties hereto for the sale and purchase of the Property upon the terms and conditions herein provided.

In the event Purchaser fails to exercise the option rights prior to the end of the Option Period, this Option Agreement shall automatically be null and void and of no further force or effect whatsoever, and neither party hereto shall thereafter have any further rights, liabilities or obligations whatsoever hereunder.

PURCHASE PRICE AND CLOSING

The conveyances herein contemplated shall occur no later than thirty days from the Exercise Date, the time of said closing being of the essence. In the event such closing date falls on a Saturday, Sunday, or legal holiday, then such date shall automatically be extended through the close of business on the next regularly scheduled business day.

The Property shall be conveyed together with the improvements existing thereon at the time of such conveyances. Such conveyances shall be for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and shall be in substantially the same form and content, and subject to the same covenants, conditions, restrictions, limitations and reservations as are set forth in Exhibits "C" and "D" attached hereto and incorporated herein by reference.

APPLICABLE LAW

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

NOTICES

Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given in such manner and to such addresses as are set forth below:

AS TO THE TOWN:	Mayor of Kiawah Island Town Hall 7A Beachwalker Office Park Kiawah Island, SC 29455
With copy to:	Dennis J. Rhoad, Esq. 127 1/2 King Street Charleston, SC 29401
AS TO KRA, L.P.:	Leonard L. Long, Jr., Esq. 92 Broad Street Charleston, SC 29401
AS TO THE KICA:	One Kiawah River Circle Kiawah Island, SC 29455

or to such other addresses as either party may request by written notice to the other party. Any such notice, demand or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was placed in the mail, certified return receipt requested, with sufficient postage attached.

DEFAULT

In the event of a default in the performance of any of the obligations of KRA, L.P. pursuant to this Agreement, KICA and the Town shall be entitled (a) to terminate this Agreement upon written notice thereof delivered to KRA, L.P.; or (b) KICA and the Town shall be entitled to an action for specific performance whereby KRA, L.P. shall be required to perform. In the event KICA and the Town shall require specific performance, KRA, L.P. shall be responsible for the payment of reasonable attorneys' fees incurred by KICA and the Town incident to any suit for specific performance against KRA, L.P. resulting from such default. The Town and the KICA further agree that they will look solely to KRA, L.P. its successors and assigns, as to any rights they may have against KRA, L.P. under this Agreement, and hereby waive any right to assert claims against limited partners of KRA, L.P., and further agree that no limited partner or agent of KRA, L.P. has any personal liability hereunder.

In the event of a default in the performance of any of the obligations of the Town pursuant to this Agreement, KRA, L.P. and KICA shall be entitled (a) to terminate this Agreement upon written notice thereof delivered to the Town; or (b) KRA, L.P. and the KICA shall be entitled to an action for specific performance whereby the Town shall be required to perform. In the event KRA, L.P. or the KICA shall require specific performance, the Town shall be responsible for the payment of reasonable attorneys' fees incurred by KRA, L.P. and the KICA incident to any suit for specific performance against the Town resulting from such default. KRA, L.P. and the KICA further agree to look solely to the Town's assets as to any rights it may have against the Town under this Agreement, and hereby waive any right to assert claims for personal liability against individuals acting on behalf of the Town, its Town Council members, agencies, boards or commissions.

In the event of a default in the performance of any of the obligations of the KICA pursuant to this Agreement, KRA, L.P. and the Town shall be entitled (a) to terminate this Agreement upon written notice thereof delivered to the KICA; or (b) KRA, L.P. or the Town shall be entitled to an action for specific performance whereby the KICA shall be required to perform. In the event KRA, L.P. and the Town shall require specific performance, the KICA shall be responsible for the payment of reasonable attorneys' fees incurred by KRA, L.P. and the Town incident to any suit for specific performance against the KICA resulting from such default.

SUCCESSORS AND ASSIGNS

The covenants and agreements in the within Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, their successors and assigns and their respective successors in interest.

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties hereto and neither this Agreement nor any provision thereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this 26th day of September, in the year of our Lord One Thousand Nine Hundred and Ninety-Five, in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP. SEAL)
Its: General Partner

By: _____
Charles S. Way, Jr.
Its: President

By: _____
Betty R. Crow
Its: Secretary

IN WITNESS WHEREOF, the Kiawah Island Community Association, Inc. has caused these presents to be executed in its name by its officer(s) thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-Five, in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

KIAWAH ISLAND COMMUNITY
ASSOCIATION, INC. (SEAL)

By: _____

Its: _____

By: _____

Its: _____

BUIST/BN/KRALP/DEV-PARK.CON

IN WITNESS WHEREOF, the Town of Kiawah Island has caused these presents to be executed in its name by Mary D. Melvin, its Mayor, and attested to by Annis P. Delaware its Clerk of Council, its officers thereunto duly authorized, and its seal to be hereunto affixed, this 26th day of September, in the year of our Lord One Thousand Nine Hundred and Ninety-Five, in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF KIAWAH ISLAND
(SEAL)

By: Mary D. Melvin

Its: Mayor

Attest: Annis P. Delaware

Its: Clerk of Council

BUIST/BN/KRALP/DEV-PARK.CON

Exhibit "A"

Plat of portion of Kiawah Island Parkway
by Southeastern Surveying, Inc.

Exhibit "B"

Resolution of KICA and
Results of Vote Taken at Annual Meeting

Exhibit "C"

Proposed Quit-Claim Deed from KICA to KRA, L.P.
for Portion of Kiawah Island Parkway
DRAFT 9/14/94 - FOR DISCUSSION PURPOSES ONLY

STATE OF SOUTH CAROLINA	)	
	)	QUIT-CLAIM DEED
COUNTY OF CHARLESTON	)	(Portion of the Kiawah Island Parkway)

WHEREAS, the below described property is a portion of the property conveyed to the Kiawah Island Community Association, Inc., (the "KICA") by Kiawah Resort Associates, (a South Carolina joint venture) ("KRA"), by Indenture Deed to Real Estate dated September 5, 1990, and recorded September 7, 1990, in Book L196, page 251, in the R.M.C. Office for Charleston County, South Carolina (the "R.M.C. Office"), and re-recorded on June 1, 1992, in Book L214, page 50, in the R.M.C. Office (the original and re-recorded deeds being collectively referred to as the "Parkway Deed"); and

WHEREAS, by the execution and recordation of the Parkway Deed, such portion of the Kiawah Island Parkway became a "Common Property" as defined in the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. recorded in Book M114, page 407, in the R.M.C. Office, as amended (the "Covenants"); and

WHEREAS, pursuant to Article IV, Section 6. of the Covenants, the rights and easements of enjoyment in favor of members of the KICA set forth in the Covenants, are subject, *inter alia*, to the right of the KICA to give or sell all or any part of the Common Properties to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to the by members of the KICA; and

WHEREAS, pursuant to Article IV, Section 6.(h) of the Covenants, such conveyance must be authorized by the affirmative vote of three/fourths (3/4ths) of the votes cast at a duly called meeting of the KICA, subject to the quorum requirements established under the Covenants in Article III, Section 6 thereof; and

WHEREAS, the KICA authorized the conveyance of the below-described portion of the Kiawah Island Parkway to the Town of Kiawah Island, (the "Town") at the annual meeting of the KICA held the _____ day of _____, 19____; notice thereof, together with notice of the proposed conveyance, having been properly mailed to the members of the KICA at least thirty (30) days prior to the meeting in accordance with Article II, Section 4 of the ByLaws of the KICA; and

WHEREAS, a true copy of the resolution authorizing such conveyance and a certificate of the results of the vote taken thereon, duly acknowledged by the President and Secretary of the KICA, is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, said portion of the Kiawah Island Parkway was conveyed by KRA to the KICA subject to certain covenants, conditions, rights, easements, restrictions and reservations more fully set forth therein and all other matters of record; and

WHEREAS, KRA subsequently conveyed all of its properties and interests therein on Kiawah Island, S.C., (including those as were reserved in the Parkway Deed), to Kiawah Resort Associates, L.P., a Delaware limited partnership ("KRA, L.P."), by deed of conveyance dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office, and assigned to KRA, L.P. all of its rights as developer (and as the "Company" under the Covenants) by that certain Assignment and Assumption of Developer's Rights and Easements dated June 26, 1992, and recorded in Book N215, page 11 in the R.M.C. Office; and

WHEREAS, it has come to the attention of KRA, L.P. and the KICA that the Parkway Deed contained certain covenants, conditions, rights, easements, restrictions and reservations that are not required or necessary encumbrances to the property conveyed thereby, and further, that certain other applicable matters of record were not specifically referenced therein; and

WHEREAS, in order to remove any question as to the proper covenants, conditions, rights, easements, restrictions and reservations of record affecting the below described portion of the Kiawah Island Parkway, the KICA has executed the within quit-claim deed to KRA, L.P.; and immediately thereafter, KRA, L.P. has agreed to convey to the Town, the identical property conveyed herein subject only to such record covenants, conditions, rights, easements, restrictions and reservations as are applicable to said Property, and such other covenants, conditions, rights, easements, restrictions and reservations as KRA, L.P., the Town and the KICA have agreed shall be applicable thereto,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Kiawah Island Community Association, Inc., (hereinafter referred to as the "Grantor"), in the State aforesaid, for/and in consideration of the Premises and the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by Kiawah Resort Associates, L.P. (a Delaware limited partnership) (hereinafter sometimes also referred to the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Resort Associates, L.P., the following described property, to-wit:

the "Property"

All that certain piece, parcel or strip of land together with the improvements thereon, situate, lying and being on Seabrook Island, Charleston County, State of South Carolina, known as the Kiawah Island Parkway, a right-of-way 100' in width, and shown on a Plat by Davis & Floyd, Engineers, Inc., entitled "Plat Kiawah Island Parkway & Drainage Easements to Kiawah River Located Charleston County, S.C.", dated December, 1974, and recorded in Plat Book AE at page 53 in the R.M.C. Office for Charleston County, S. C., said tract having such location, metes, butts, bounds, courses and distances as will by reference to said plat more fully appear.

TMS Number: 204-00-00-012

ALSO

All that certain piece, parcel, or strip of land, 100' in width containing 0.569 acres, more or less, and shown and designated between the points numbered 414, 415, 430 and 429 on a plat entitled "Plat Showing Kiawah Island Parkway & Drainage Easements from Kiawah River to Kiawah Resort Complex and Kiawah Resort Complex Charleston County, S.C.", by Davis & Floyd Engineers, Inc., dated November, 1975, and recorded in Plat Book AF at page 94 in the R.M.C. Office for Charleston County, S. C., together with the improvements thereon, including, but not limited to the concrete two lane bridge crossing the Kiawah River, as the same has been recently improved and expanded, its roadways, railings, undercarriage, pilings, and related appurtenances, which said property has such location, metes, butts, bounds, courses and distances as will by reference to said plat more fully appear.

SAVING AND EXCEPTING THEREFROM, HOWEVER, so much of the Kiawah Island Parkway as lies east of the landscaped median which lies immediately west of and adjoins the "Main Security Gate" for Kiawah Island opposite the General Store; it being the intention of the Grantor to convey to the Grantee only that portion of the Kiawah Island Parkway lying between Bohicket Road and the median adjacent to and immediately west of the Main Security Gate as more particularly delineated on the plat prepared by Southeastern Surveying, Inc., attached hereto as Exhibit "A", and incorporated herein by reference.

(the above described Property hereinafter sometimes collectively referred to as the "Property")

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates (a South Carolina joint venture) dated September 5, 1990, and recorded September 7, 1990, in Book L196, page 251, in the R.M.C. Office for Charleston County, South Carolina, and re-recorded on June 1, 1992, in Book L214, page 50, in the R.M.C. Office.

Address of Grantee: Post Office Box 12001
Charleston, SC 29422

TOGETHER with, all and singular, the rights, members, hereditaments, and appurtenances to the said premises belonging or anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Resort Associates, L.P., its successors and assigns, forever.

IN WITNESS WHEREOF, the Kiawah Island Community Association, Inc. has caused these presents to be executed in its name by its officer(s) thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-_____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH ISLAND COMMUNITY
ASSOCIATION, INC. (SEAL)

_____

By: _____

Its: _____

_____

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Island Community Association, Inc., by its officer(s) thereunto duly authorized, sign and seal the within written instrument, and said corporation by said officer(s) did deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
____ day of _____, 199____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/DEV-PARK.CON

Exhibit "D"

Proposed Indenture Deed from
KRA, L.P. to the Town for
Portion of the Kiawah Island Parkway
DRAFT 9/14/94 - FOR DISCUSSION PURPOSES ONLY

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

INDENTURE DEED
(Portion of the Kiawah Island Parkway)

WHEREAS, the below described property is a portion of the property conveyed to the Kiawah Island Community Association, Inc., (the "KICA") by Kiawah Resort Associates, (a South Carolina joint venture) ("KRA"), by Indenture Deed to Real Estate dated September 5, 1990, and recorded September 7, 1990, in Book L196, page 251, in the R.M.C. Office for Charleston County, South Carolina (the "R.M.C. Office"), and re-recorded on June 1, 1992, in Book L214, page 50, in the R.M.C. Office (the original and re-recorded deeds being collectively referred to as the "Parkway Deed"); and

WHEREAS, by the execution and recordation of the Parkway Deed, such portion of the Kiawah Island Parkway became a "Common Property" as defined in the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. recorded in Book M114, page 407, in the R.M.C. Office, as amended (the "Covenants"); and

WHEREAS, pursuant to Article IV, Section 6. of the Covenants, the rights and easements of enjoyment in favor of members of the KICA set forth in the Covenants, are subject, *inter alia*, to the right of the KICA to give or sell all or any part of the Common Properties to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to the by members of the KICA; and

WHEREAS, pursuant to Article IV, Section 6.(h) of the Covenants, such conveyance must be authorized by the affirmative vote of three/fourths (3/4ths) of the votes cast at a duly called meeting of the KICA, subject to the quorum requirements established under the Covenants in Article III, Section 6 thereof; and

WHEREAS, the KICA authorized the conveyance of the below-described portion of the Kiawah Island Parkway to the Town of Kiawah Island, (the "Town") at the annual meeting of the KICA held the _____ day of _____, 19____; notice thereof, together with notice of the proposed conveyance, having been properly mailed to the members of the KICA at least thirty (30) days prior to the meeting in accordance with Article II, Section 4 of the ByLaws of the KICA; and

WHEREAS, a true copy of the resolution authorizing such conveyance and a certificate of the results of the vote taken thereon, duly acknowledged by the President and Secretary of the KICA is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, said portion of the Kiawah Island Parkway was conveyed by KRA to the KICA subject to certain covenants, conditions, rights, easements, restrictions and reservations more fully set forth therein and all other matters of record; and

WHEREAS, KRA subsequently conveyed all of its properties and interests therein (including certain rights and reservations as were reserved by KRA in the Parkway Deed) on Kiawah Island, S.C., to Kiawah Resort Associates, L.P., a Delaware limited partnership ("KRA, L.P."), by deed of conveyance dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office, and assigned to KRA, L.P. all of its rights as developer (and as the "Company" under the Covenants,) by that certain Assignment and Assumption of Developer's Rights and Easements dated June 26, 1992, and recorded in Book N215, page 11 in the R.M.C. Office; and

WHEREAS, it has come to the attention of KRA, L.P. and the KICA that the Parkway Deed contained certain covenants, conditions, rights, easements, restrictions and reservations that are not required or necessary encumbrances to the property conveyed thereby, and further, that certain other applicable matters of record were not specifically referenced therein; and

WHEREAS, in order to remove any question as to which covenants, conditions, rights, easements, restrictions and reservations of record shall affect and apply to the below-described portion of the Kiawah Island Parkway, the KICA has heretofore re-conveyed such portion of the Kiawah Island Parkway to KRA, L.P. by quit-claim deed; and KRA, L.P. is conveying hereby to the Town, the identical property subject only to such covenants, conditions, rights, easements, restrictions and reservations as are applicable to said property, and such other covenants, conditions, rights, easements, restrictions and reservations as KRA, L.P., the Town and the KICA have agreed shall be and are hereby declared applicable thereto,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that KIAWAH RESORT ASSOCIATES, L.P. (a Delaware limited partnership) (hereinafter sometimes referred to as the "Grantor"), in the State aforesaid, for/and in consideration of the Premises and the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Town of Kiawah Island, a municipal corporation organized and existing under the laws of the State of South Carolina, (hereinafter sometimes also referred to as the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Town of Kiawah Island, the following described property, to-wit:

the "Property"

All that certain piece, parcel, or strip of land together with the improvements thereon, situate, lying and being on Seabrook Island, Charleston County, State of South Carolina, known as the Kiawah Island Parkway, a right-of-way 100' in width, and shown on a Plat by Davis & Floyd, Engineers, Inc., entitled "Plat Kiawah Island Parkway & Drainage Easements to Kiawah River Located Charleston County, S.C.", dated December, 1974, and recorded in Plat Book AE at page 53 in the R.M.C. Office for Charleston County, S. C., said tract having such location, metes, butts, bounds, courses and distances as will by reference to said plat more fully appear.

TMS Number: 204-00-00-012

ALSO

All that certain piece, parcel, or strip of land, 100' in width containing 0.569 acres, more or less, and shown and designated between the points numbered 414, 415, 430 and 429 on a plat entitled "Plat Showing Kiawah Island Parkway & Drainage Easements from Kiawah River to Kiawah Resort Complex and Kiawah Resort Complex Charleston County, S.C.", by Davis & Floyd Engineers, Inc., dated November, 1975, and recorded in Plat Book AF at page 94 in the R.M.C. Office for Charleston County, S. C., together with the improvements thereon, including, but not limited to the concrete two lane bridge crossing the Kiawah River, as the same has been recently improved and expanded, its roadways, railings, undercarriage, pilings, and related appurtenances, which said property has such location, metes, butts, bounds, courses and distances as will by reference to said plat more fully appear.

SAVING AND EXCEPTING THEREFROM, HOWEVER, so much of the Kiawah Island Parkway as lies east of the landscaped median which lies immediately west of and adjoins the "Main Security Gate" for Kiawah Island opposite the General Store; it being the intention of the Grantor to convey to the Grantee only that portion of the Kiawah Island Parkway lying between Bohicket Road and the median adjacent to and immediately west of the Main Security Gate as more particularly delineated on the plat prepared by Southeastern Surveying, Inc., attached hereto as Exhibit "A", and incorporated herein by reference.

(the above described Property hereinafter sometimes collectively referred to as the "Property")

This conveyance is made subject to the following:

(1) Any interest in the State of South Carolina or Federal Government created by, or limitations on use imposed by, the Federal Coastal Management Act or other Federal law or by S. C. Code Sections 48-39-10 through 48-39-220, as amended, and Sections 48-39-270 through 48-39-360, or any regulations promulgated pursuant to said State or Federal laws, inclusive of DHEC - Office of Ocean and Coastal Resource Management and U. S. Army Corps of Engineers, and the rights of the public to the use of property lying below the mean high water mark.

(2) Non-exclusive rights of owners of lots shown on the plat of "Royal Subdivision" recorded in Plat Book J, at page 122, to the use of streets, avenues, and roads, platted but unopened streets and roads, and all Beach Ways all as shown on the aforesaid plat recorded in Plat Book J at page 122, in the R.M.C. Office, and for access over existing roads and streets in favor of the owners of the lots shown on said plat recorded in Plat Book J at page 122, in the R.M.C. Office, for access to and from the existing public road on Johns Island.

(3) Reservation in favor of the owners of lots shown on the aforesaid plat recorded in Plat Book J at page 122, of full and absolute riparian rights and of a non-exclusive easement of right-of-way on, over and across the roadway and bridge constructed on the 100 foot right-of-way described as Tract IV on Schedule "A" of that certain deed of conveyance from Kiawah Island Company Limited to Kiawah Resort Associates recorded in Book X175, page 456, in the R.M.C. Office, (the "KICL Deed"), and the roadway continuing from the bridge over the Kiawah River to the subdivided lots hereinabove referred to over existing Charleston County, S.C. approved streets over Tract I, which said reservation is set forth in paragraph "(d)" on page 7 of the deed of conveyance from Ronald D. Royal, et al., to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265, in the R.M.C. Office.

(4) Rights reserved unto Ronald D. Royal, a/k/a Ronald David Royal, Dennison A. Royal, Alice Royal Smith, formerly Pamela Alice Royal, a/k/a Pamela Royal Smith, Michael F. Royal, Sandra Royal Olsberg and Nancy Royal Schomaker, formerly Nancy Royal Mims, and their respective assigns, and obtained through and tied to the ownership of a lot or lots subdivided from the property described in the "Saving and Excepting Also" clause found on pages 4 and 5 of the deed hereinafter referred to, to become a member of any association of Kiawah property owners or other such organization; the right of ingress and egress over any platted public and private streets, roads and ways; the right to connect and use utility and other services on the same basis as those services are offered to other lot owners on Kiawah Island and the right to use recreational facilities on the same basis as those facilities are offered to other such lot owners, said rights being more fully set forth in subparagraph "(d)" on page 5 of the deed of conveyance from Ronald D. Royal, et al., to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office.

(5) Reservation of the right and privilege by John E. Andell, Marguerite Andell, Christine Andell Dukes, Marie A. Hamilton, Margaret Hamilton Beckett, Dorothy Hamilton McKee and Elizabeth Hamilton Stringfellow to establish and use from time to time, a grade crossing road over the entrance road to Kiawah Island at two locations between Bohicket Road and the Kiawah River Bridge as set forth in the deed of conveyance from the said Margaret Hamilton Beckett, et al., to C.C. Royal dated July 25, 1952, and recorded in Book O55, page 397, in the R.M.C. Office.

(6) Unrecorded contract between John E. Andell, et al. and C.C. Royal dated July 25, 1952, relating to the construction of a cattle crossing on Tract IV (as defined in the KICL Deed), attached as Exhibit "B" to that certain unrecorded contract of Sale or Exchange of Realty between Larry Morris and Royal D Royal, et al., a memorandum of which contract is recorded in Book N103, page 26, in the R.M.C. Office, and which said Memorandum of Contract was terminated by Memorandum of Termination of Contract dated January 28, 1974, and recorded in Book R103, page 393, in the R.M.C. Office.

(7) The right of ingress and egress in favor of Ronald D. Royal, Nancy Royal Schomaker, Sandra Diane Royal, Pamela Royal Smith, Michael F. Royal, Dennison A. Royal, and Eugenia Mae Royal and/or their assigns, over and across Tract IV (as defined in the KICL Deed).

(8) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

(9) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29. 1977, in Book M114, page 406 in the R.M.C. Office.

(10) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

(11) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. executed by Kiawah Island Community Association, Inc. and Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 407 in the R.M.C. Office.

(12) Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O125, page 163 in the R.M.C. Office.

(13) Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K139, page 58 in the R.M.C. Office.

(14) Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc.; dated January 30, 1992, and recorded in Book R210, page 748 in the R.M.C. Office.

(15) Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 258, in the R.M.C. Office.

(16) First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 759 in the R.M.C. Office.

(17) Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z124, page 305 in the R.M.C. Office.

(18) Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 271, in the R.M.C. Office.

(19) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z175, page 561 in the R.M.C. Office, assigning certain rights under the restrictions set forth in the documents herein referred to, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC", dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for Recording recorded in Book J198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, page 601 in the R.M.C. Office.

(20) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N215, page 11, in the R.M.C. Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

(21) Agreement between Berkeley Electric Cooperative, Inc. and Kiawah Island Company Limited dated August 1, 1978, and recorded June 22, 1979, in Book N119, page 302 in the aforesaid R.M.C. Office.

(22) Agreement between St. John's Water Company, Inc. and Kiawah Island Utility, Inc. dated April 12, 1978, and recorded February 4, 1980, in Book O121, page 365 in the R.M.C. Office.

(23) Right-of-Way Easement granted by Kiawah Island Company Ltd. to Southern Bell Telephone and Telegraph Company dated August 23, 1978, and recorded in Book V116, page 184 in the R.M.C. Office.

(24) Consent to Application of the Uniform Act Regulating Traffic between Kiawah Island Company Limited and Kiawah Island Community Association, Inc., dated August 2, 1984, and recorded August 6, 1984, in Book E139, page 717 in the R.M.C. Office.

(25) Consent to Application of the Uniform Act Regulating Traffic executed by Kiawah Island Company Limited dated August 15, 1978, and recorded August 23, 1978 in Book U116, page 11 in said R.M.C. Office.

(26) First Amendment to Consent to Application of the Uniform Act Regulating Traffic between Kiawah Island Company Limited and Kiawah Island Community Association, Inc., dated March 31, 1987, and recorded April 1, 1987 in Book R163, page 103 in the R.M.C. Office.

(27) This conveyance is made subject to all easements, rights-of-way and encroachments heretofore granted or otherwise affecting the aforesaid property or as shown on a recorded plat showing any part of the said property and also all other matters of record, if any, affecting the aforesaid property.

(28) Non-Exclusive Easement for Access, Ingress and Egress and for Effluent Lines executed by Kiawah Resort Associates in favor of Landmark Land Company of Carolina, Inc., dated March 31, 1989, and recorded in Book E183, page 138 in the R.M.C. Office.

(29) Declaration of Special Covenants and Restrictions (Non-Competition) executed by Kiawah Resort Associates, dated March 31, 1989, and recorded in Book E183, page 345 in the R.M.C. Office, as amended by instrument dated May 10, 1989, and recorded in Book H184, page 338 in said R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M191, page 671 in said R.M.C. Office.

(30) This conveyance is made subject to the express restriction, condition and covenant that no easement, utility right-of-way, or other grant of permission to use the within conveyed roads and/or rights-of-way in any manner other than as roadways for purposes of ingress and egress to property on Kiawah Island, shall be made without the prior, express, written grant of permission by Kiawah Resort Associates, L.P., its successors and/or assigns; provided, this reservation shall end upon KRA, L.P. ceasing to own developable property on Kiawah Island, or 2016, whichever shall first occur.

(31) This conveyance is made subject to the further non-exclusive, assignable, transmissible and commercial easement in favor of Grantor, its successors and assigns, over, upon, across and under the Property for maintaining the roadway and shoulders and landscaping if, in Grantor's discretion, Grantee does not maintain the same to standards of other similar primary roads on Kiawah Island, S.C. The easement herein reserved is intended to run and be for the benefit of Grantor, its successors and assigns, shall be and is hereby deemed to be integral to, inhering in and essential to Grantor's commercial purposes as developer of Kiawah Island and the "Company" under the Covenants, is enforceable only by Grantor, its successors as such developer or the "Company" under the Covenants, and its assigns, or its designee, and shall benefit and run with the title to the Grantor's remaining properties on Kiawah Island, S.C. (including but not limited to its Sales Center Property on the Kiawah Island Parkway and Cougar Island), until such remaining properties are conveyed by Grantor to third party purchasers; provided, this reservation shall end upon KRA, L.P. ceasing to own developable property on Kiawah Island, or 2016, whichever shall first occur.

Reserving unto Grantor, its successors and assigns, the right and easement, (but not at Grantee's expense,) to create, construct, and alter additional curb cuts of such size, shape, and dimensions as Grantor, in Grantor's, its successors and assigns, sole discretion, may from time to time deem necessary, useful, advisable or convenient; provided, such curb cuts shall not be closer than three hundred (300') feet to any intersection along the original Parkway without Grantee's approval, which said approval shall not be unreasonably withheld or delayed; and provided further that such curb cuts shall not be inconsistent with the terms and conditions of the Development Agreement between the Grantor and the Grantee dated September 16, 1994, (the "Development Agreement"), and the Plan attached thereto as Exhibit 14.4.

Further reserving unto Grantor, its successors and assigns, for so long as it shall own developable property on Kiawah Island, or January 1, 2016, whichever is sooner, the right, easement and privilege (but not at Grantee's expense without its approval), to alter, move, reconfigure, improve, relocate or otherwise change the location(s) and/or configuration(s) of the Property, roadway, pavement, signage, curbcuts, grade, easement areas, curbs, leisure trails, improvements, natural landscaping elements and/or trees located with the right-of-way of the road as is shown on and results directly or indirectly from implementation of the Plan attached as Exhibit 14.4 to the Development Agreement (as well as any amendment of either the Plan or Development Agreement); provided further that any connection or intersection of a road (or any new roadway) to the Property shall likewise require Grantor's approval, same not to be unreasonably withheld.

Further reserving unto the Grantor, its successors and assigns, the option to convey to Grantee, its successors or assigns, by limited warranty deed, for a nominal consideration, sufficient additional land on either side of the Kiawah Island Parkway (including any part of the Property) for the purpose of relocating all or portions of the road surfaces and rights-of-way of same, pursuant to the Plan attached as Exhibit 14.4 to the Development Agreement (as well as any amendment of either the Plan or Development Agreement), but not at Grantee's expense without its approval.

Further reserving unto Grantor, its successors and assigns, the exclusive right, easement and privilege to grant utility and/or golf course effluent line easements and other easement rights or privileges of use in, under, over, upon, to and across the Property (as it may be altered or relocated from time to time), including the streets, roads, bridges, improvements, medians, leisure trails, bike paths, security gate areas and rights-of-way herein conveyed; provided, however, that the roadway and any improvements within such easement areas as may be damaged during the course of such construction by Grantor, its successors and assigns, shall be restored, at Grantor's sole expense, to their condition prior to commencement of such construction.

Subject to the exclusive right and privilege in the Kiawah Island Community Association, Inc., its successors and assigns, to receive any and all rents, profits, royalties, considerations and/or revenues that may be charged or collected in consideration of use of the areas herein conveyed. Provided, however, that any Toll or User fee revenues as may be approved from time to time by the Board of Directors of the KICA shall, notwithstanding the foregoing sentence, be the property of the KICA and be used for those purposes set forth more fully in the Declaration of Covenants mentioned hereinabove as the same may be amended now or later.

This conveyance is subject to the further reservation by the Grantor, its successors and assigns, for so long as Grantor shall own property on Kiawah Island, S.C., of the (a) non-exclusive, perpetual, permanent, assignable, transmissible and commercial unencumbered right, easement and privilege to use the above described Property and rights-of-way for purposes of ingress and egress in any manner, shape or form and by any reasonable mode of transportation; and (b) the non-exclusive, perpetual, permanent, assignable, transmissible and commercial right, easement and privilege to grant and convey to others (including, but not limited to, its successors and assigns,) such ingress, egress and transportation rights, easements and privileges.

This is the same property conveyed to the Grantor herein by deed of conveyance of the Kiawah Island Community Association, Inc., dated _____, 19____, and recorded in Book _____, page _____, in the R.M.C. Office.

Address of Grantee: _____

_____

TOGETHER with, all and singular, the rights, members, hereditaments, and appurtenances to the said premises belonging or anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Town of Kiawah Island, its successors and assigns, forever.

The Kiawah Island Community Association, Inc. has joined in the execution of the within Indenture Deed to evidence its agreement to the covenants, conditions, rights, easements, restrictions and reservations set forth herein.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-_____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____

By: _____
Charles S. Way, Jr.
Its: President

_____

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, 199___.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

IN WITNESS WHEREOF, the Kiawah Island Community Association, Inc. has caused these presents to be executed in its name by its officer(s) thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-_____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH ISLAND COMMUNITY
ASSOCIATION, INC. (SEAL)

_____

By: _____

Its: _____

_____

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Island Community Association, Inc., by its officer(s) thereunto duly authorized, sign and seal the within written instrument, and said corporation by said officer(s) did deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
____ day of _____, 199___.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

IN WITNESS WHEREOF, the Town of Kiawah Island has caused these presents to be executed in its name by Mary D. Melvin, its Mayor, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-_____, in the Two Hundred and _____, year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF KIAWAH ISLAND
(CORP. SEAL)

_____

By: _____
Mary D. Melvin, Mayor

_____

Attest: _____
Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

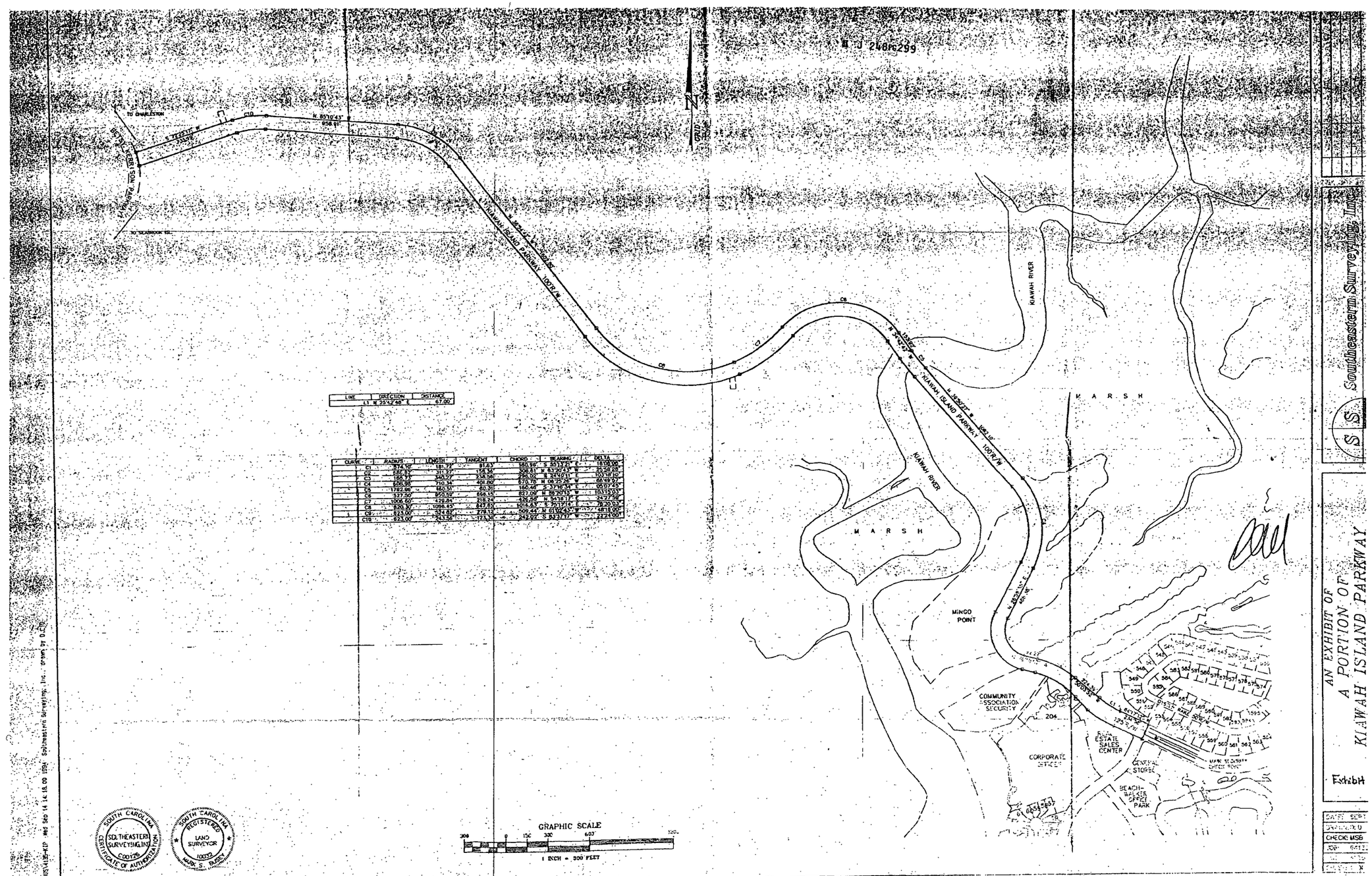
PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Town of Kiawah Island, by Mary D. Melvin, its Mayor, sign and seal the within written instrument, and attestation by its Clerk of Council, and said municipal corporation by said officials did deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
___ day of _____, 199___.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/DEV-PARK.CON


TO CHARLESTON
S 76°55'00" W
N 85°10'43" W
856.91'
C10
C9
C8
C7
C6
C5
C4
C3
C2
C1
N JESSUP W 2640.15'
KIAWAH ISLAND PARKWAY 100'R/W
KIAWAH RIVER
MARSH
MINGO POINT
COMMUNITY ASSOCIATION SECURITY
204
REAL ESTATE SALES CENTER
CORPORATE OFFICES
CENTRAL STORES
BEACH-WALKER SPECIES PARK
MAIN SEASIDE OFFICE ROAD
GRID N
N
LINE | DIRECTION | DISTANCE
L1 | N 25°42'48" E | 67.00'
CURVE | RADIUS | LENGTH | TANGENT | CHORD | BEARING | DELTA
C1 | 974.10' | 181.77' | 91.23' | 181.51' | S 80°13'21" E | 10°56'00"
C2 | 582.97' | 91.57' | 58.34' | 301.61' | N 87°20'38" W | 9°00'00"
C3 | 582.97' | 340.72' | 218.56' | 336.00' | S 74°01'11" E | 33°28'50"
C4 | 606.98' | 710.34' | 401.80' | 670.78' | N 06°25'20" W | 67°03'45"
C5 | 1792.96' | 160.51' | 80.31' | 160.46' | S 37°16'39" W | 5°07'54"
C6 | 527.50' | 850.50' | 868.15' | 821.09' | N 89°30'15" W | 103°05'03"
C7 | 1006.50' | 429.84' | 218.03' | 426.69' | S 50°17'31" E | 24°27'58"
C8 | 856.50' | 1098.43' | 847.84' | 1015.45' | S 30°19'14" E | 73°30'03"
C9 | 823.00' | 624.82' | 328.12' | 609.44' | N 61°06'43" W | 48°32'00"
C10 | 823.00' | 243.56' | 123.00' | 242.69' | S 83°37'17" W | 16°57'00"
GRAPHIC SCALE
300 0 150 300 600 900
1 INCH = 300 FEET
SOUTH CAROLINA SOUTHEASTERN SURVEYING, INC. CERTIFICATE OF AUTHORIZATION C00176
SOUTH CAROLINA REGISTERED LAND SURVEYOR 10070 MARK S. BUSH
C:\DWGS\KIAWAH.MP Wed Sep 14 14:18:00 1994 Southeastern Surveying, Inc. drawn by D.C.P.
AN EXHIBIT OF A PORTION OF KIAWAH ISLAND PARKWAY
Southeastern Surveying, Inc.
Exhibit
DATE SEPT
DRAWING 0
CHECK MSB
JOB DATE
SHEET

NO.	DATE	DESCRIPTION	BY

Southeastern Surveying, Inc.
147 Wappoo Creek Drive - Suite 102
Charleston, South Carolina 29412
(803) 795-9330 FAX: 795-2007

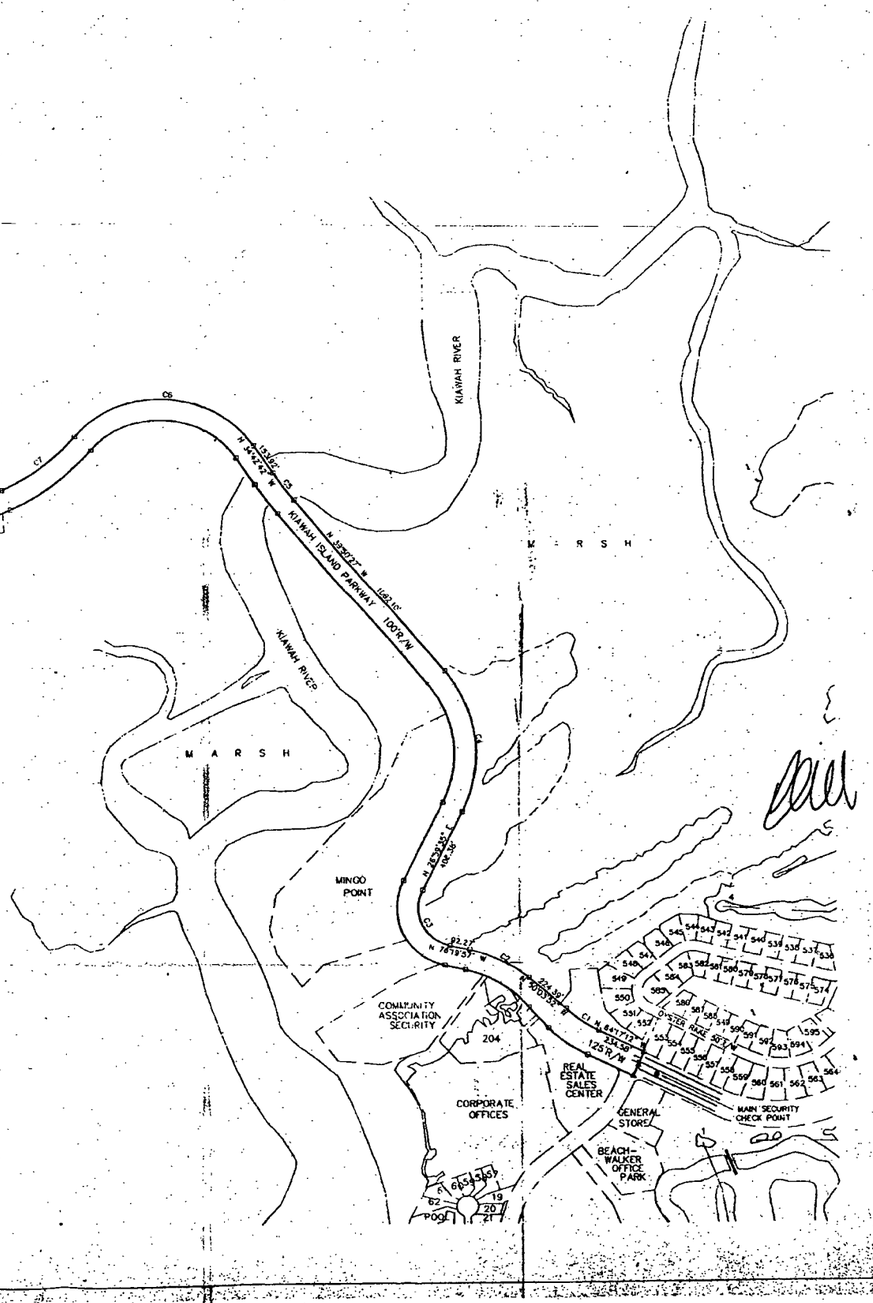
AN EXHIBIT OF A PORTION OF KIAWAH ISLAND PARKWAY

OWNED BY KIAWAH RESORT ASSOCIATES, L.P.
LOCATED IN THE TOWN OF KIAWAH ISLAND,
CHARLESTON COUNTY, SOUTH CAROLINA

Exhibit "A"

LINE	BEARING	DISTANCE
L1	N 25°49'27" E	87.93'

	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	574.10'	181.72'	91.83'	180.98'	S 55°13'21" E	18°08'08"
C2	650.52'	311.27'	158.36'	308.31'	N 83°20'43" W	27°25'28"
C3	186.97'	340.27'	238.56'	293.02'	S 24°40'11" E	103°18'10"
C4	29.39'	10.24'	401.80'	670.75'	N 06°23'26" W	66°40'31"
C5		81.11'		196.46'	S 37°16'34" E	7°07'45"
C6			91.15'	62.09'	N 86°26'13" W	103°09'03"
C7		479.24'	258.27'	426.58'	N 54°41'17" E	24°37'53"
C8	630.00'	1098.25'	847.82'	1316.63'	S 75°13'14" E	78°20'03"
C9	621.00'	524.82'	279.12'	509.44'	N 81°07'43" W	48°18'00"
C10	643.00'	743.56'	423.38'	242.02'	S 83°39'17" W	24°42'00"



GRAPHIC SCALE
300 0 150 300 600 1200
1 INCH = 300 FEET

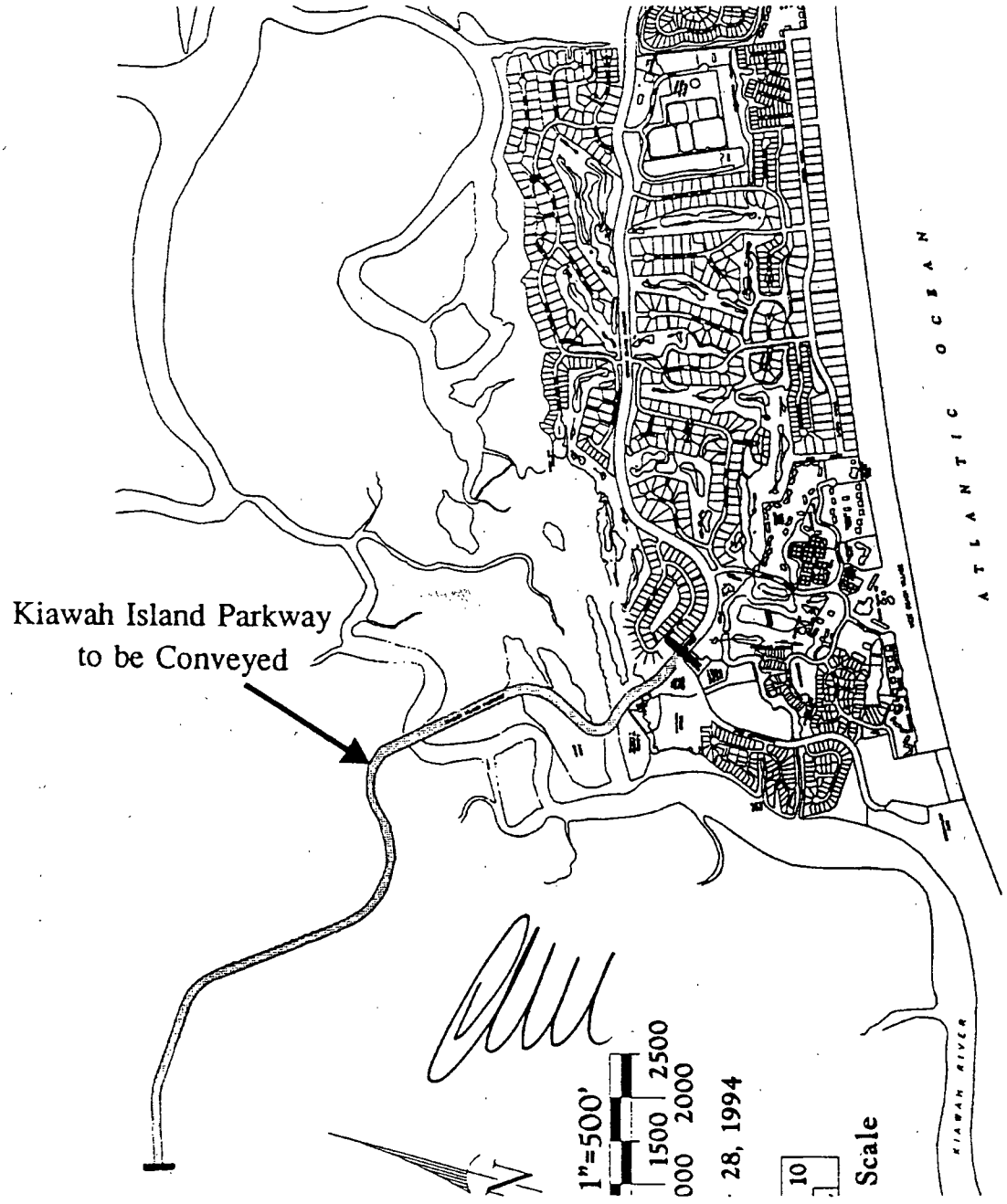
SOUTH CAROLINA — SOUTHEASTERN SURVEYING, INC. — CERTIFICATE OF AUTHORIZATION — C00126

SOUTH CAROLINA — REG. PROF. ENGR. — LAND SURVEYOR — 10037 — MARK S. BUSH

DATE:	SEPT. 14, 1994
DRAWN:	DLO
CHECK:	MSB
JOB:	94135
DWG:	94135-KIP
SHEET:	1 OF 2

C:\DWGS\94135-KIP - Sep 14 14:16:50 1994 Southeastern Surveying, Inc. drawn by D.L.O.

Kiawah Island Parkway to be Conveyed



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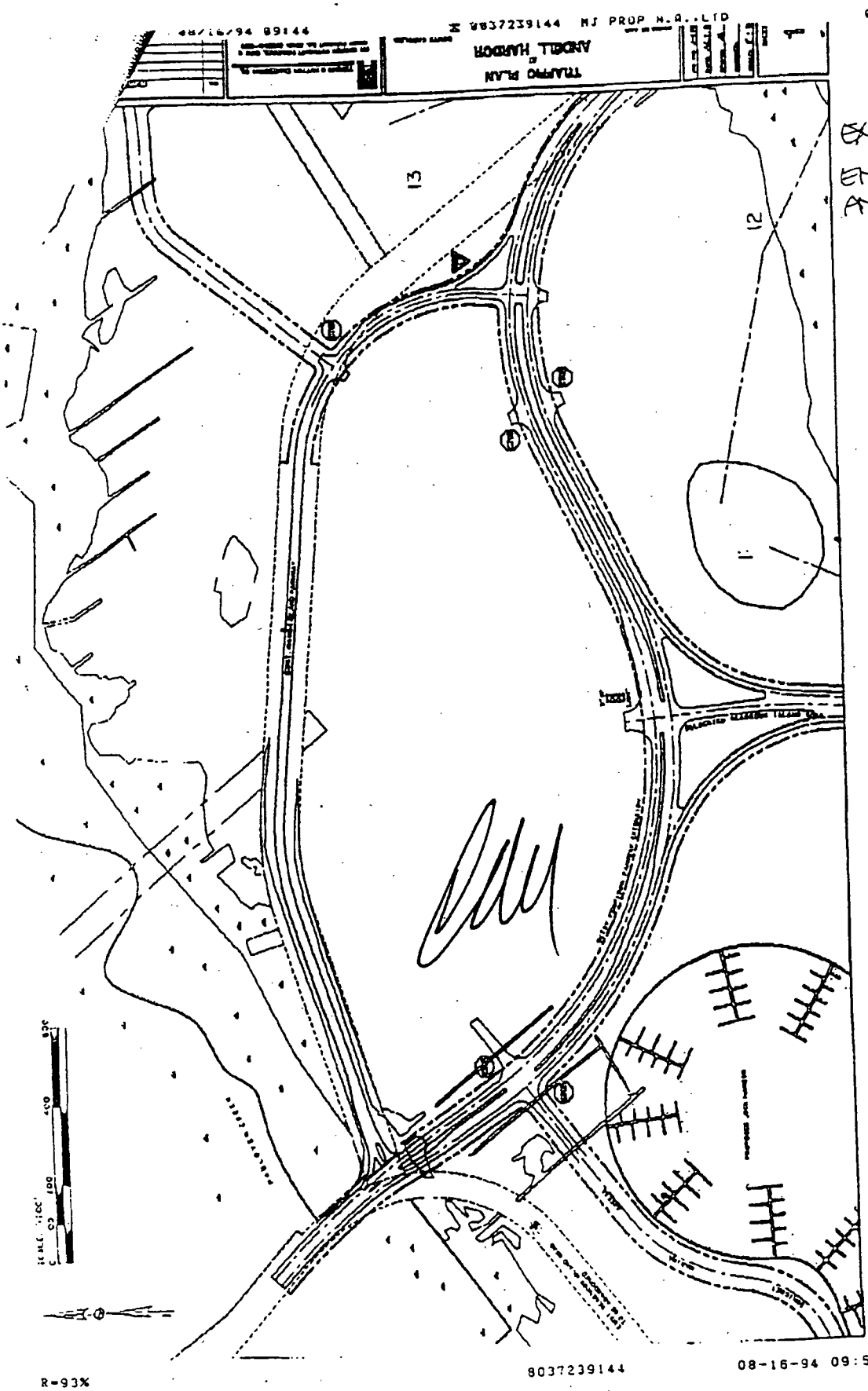


EXHIBIT 14.4
ENTRANCE FOR ANDEL

BK J 248PG301

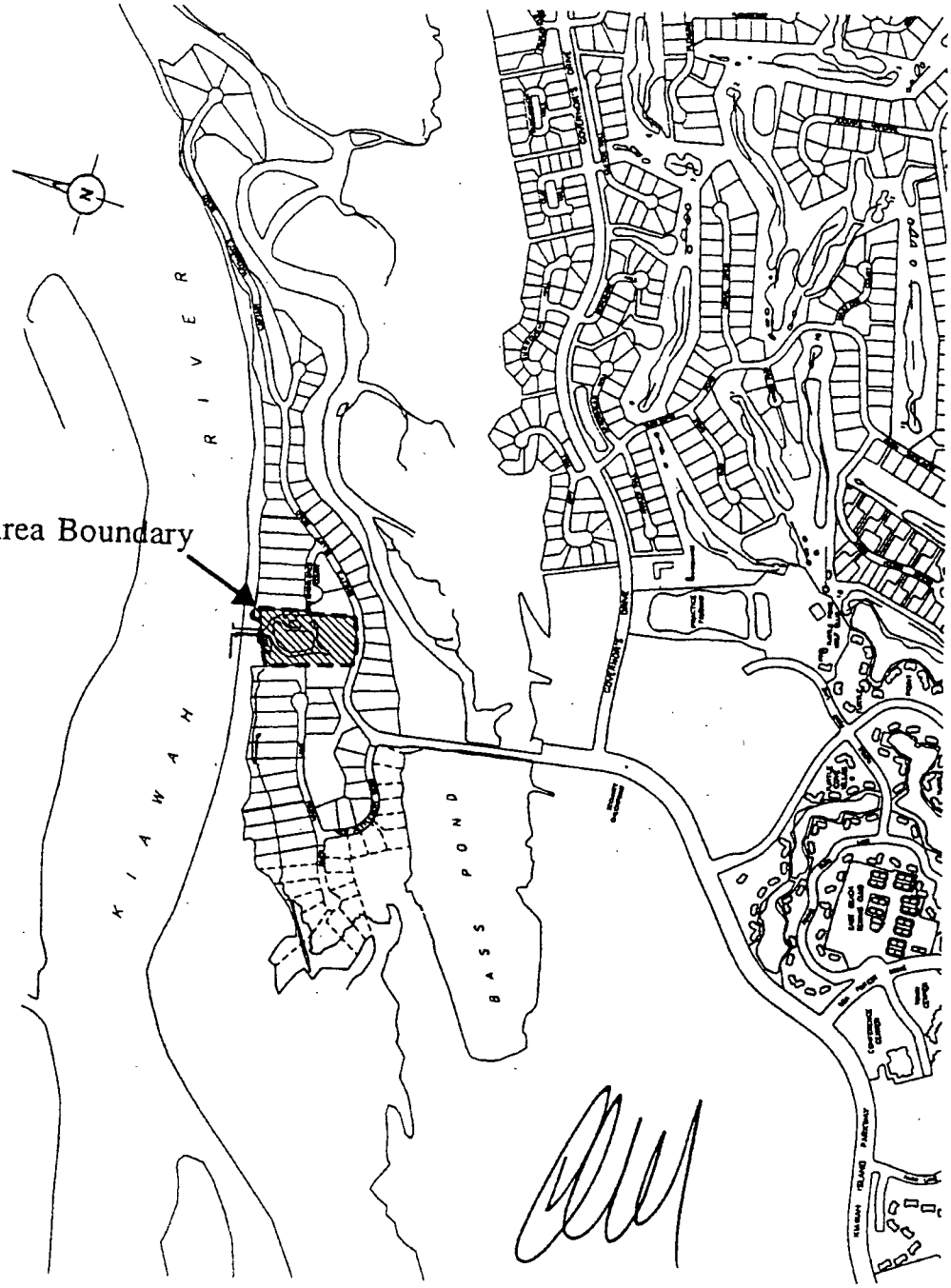
NOTES TO EXHIBIT 14.4

1. Signalization, if any, will be determined later by the appropriate governmental entities.

2. The Town reserves the right to modify traffic right-of-way signage if traffic safety studies support a change.

3. Town would be responsible for any stop lights within the Town's limit.

4. Subject to applicable laws and recorded restrictions, curb cuts may be placed at any location except within 300 feet of a roadway intersection. However, subject to applicable laws and recorded restrictions, the owner may locate a curb cut directly across from the street that will intersect the Kiawah Island Parkway from the north, across from the commercial area.



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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TERMINATION OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR RHETT'S BLUFF BOAT LANDING

WHEREAS, Kiawah Resort Associates, (a South Carolina joint venture) ("KRA") imposed certain restrictions on real property located in the Town of Kiawah Island, Charleston County, S.C. known generally as the "Rhett's Bluff Boat Landing", by Declaration dated the 14th day of June, 1990, and recorded in Book S194, page 194, in the R.M.C. Office for Charleston County, South Carolina (the "Covenants"); and

WHEREAS, KRA subsequently conveyed all of its properties on Kiawah Island, S.C., and interests therein, to Kiawah Resort Associates, L.P., a Delaware limited partnership ("KRA, L.P."), by deed of conveyance dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office, and thereby assigned to KRA, L.P. all of its rights as developer (including its rights as declarant under the Covenants) by that certain Assignment and Assumption of Developer's Rights and Easements dated June 26, 1992, and recorded in Book N215, page 11 in the R.M.C. Office; and

WHEREAS, KRA, L.P., as successor to KRA, is minded to terminate the Covenants so the same shall hereafter be null and void and of no further force and effect,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that KIAWAH RESORT ASSOCIATES, L.P., a Delaware limited partnership, for/and in consideration of the Premises and other good and valuable consideration, does hereby remise, relinquish, and forever terminate the Covenants so that the same shall be and are hereby deemed null, void, terminated, and of no further force and effect.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of September, in the year of our Lord One Thousand Nine Hundred and Ninety-Four, in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP. SEAL)
Its: General Partner

By: _____
Charles S. Way, Jr.
Its: President

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

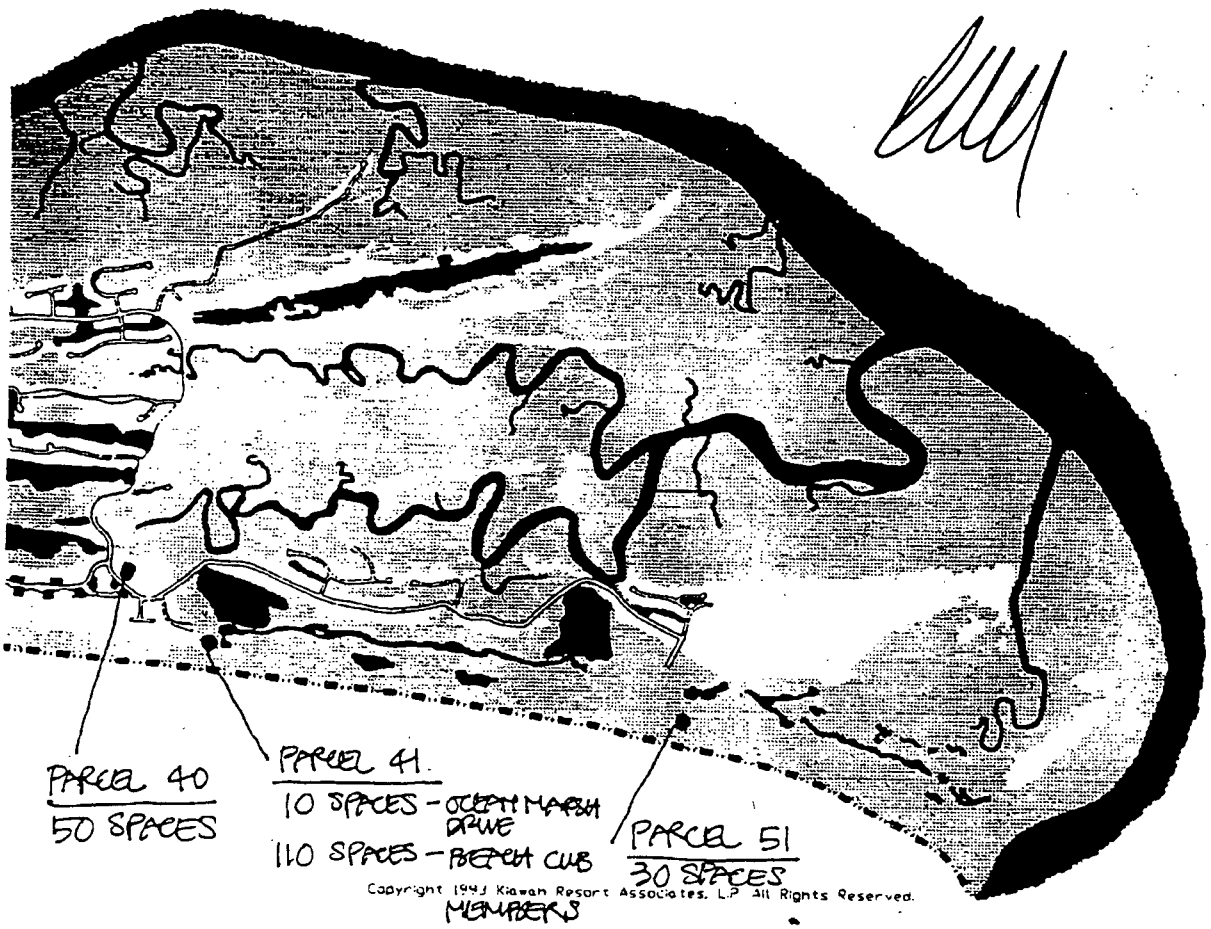
Sworn to before me this
_____ day of September, 1994.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/TERM.RES

EXHIBIT 15.2
BEACH PARKING
LOCATIONS

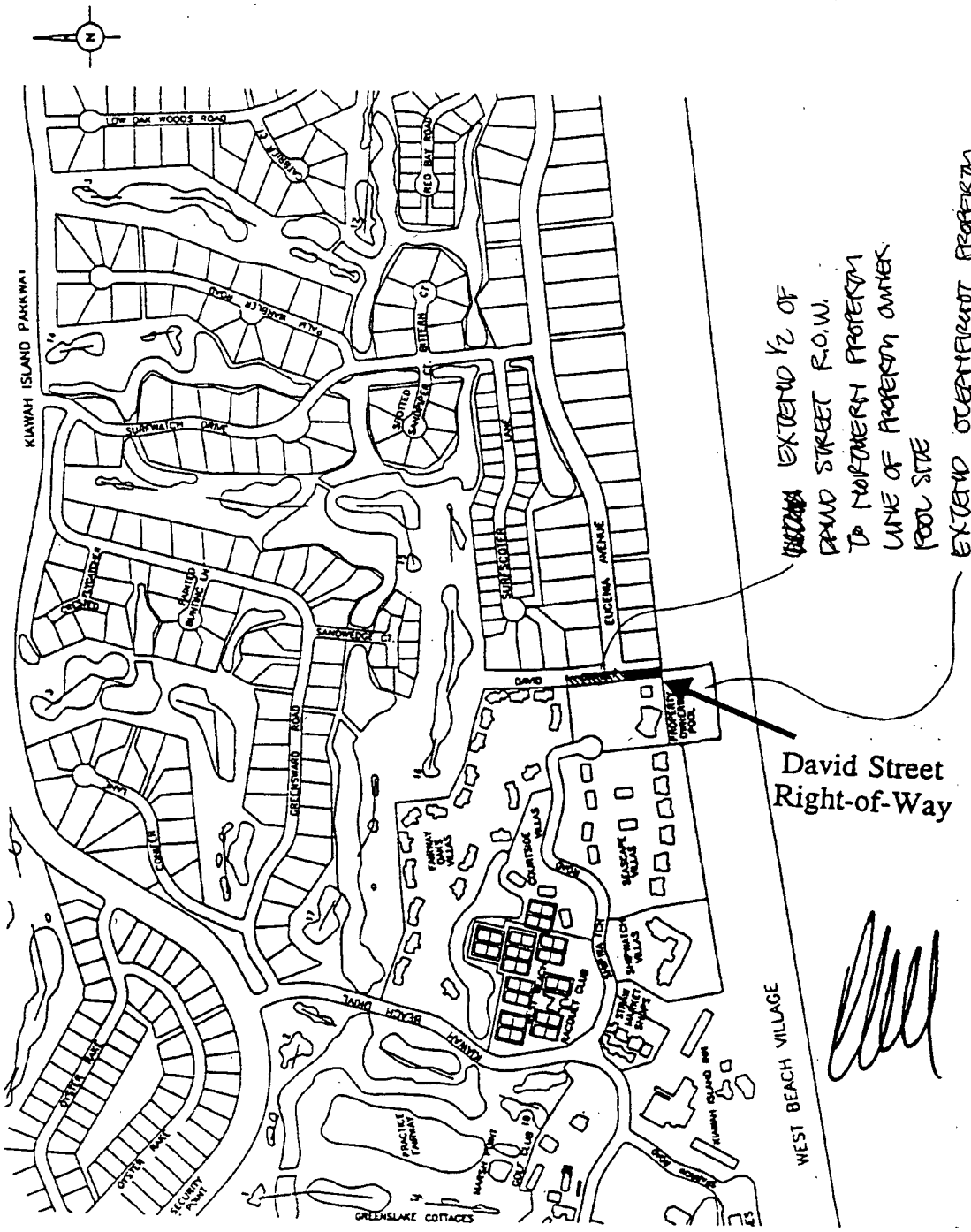


David Street Right-of-Way

BK J 248PG307

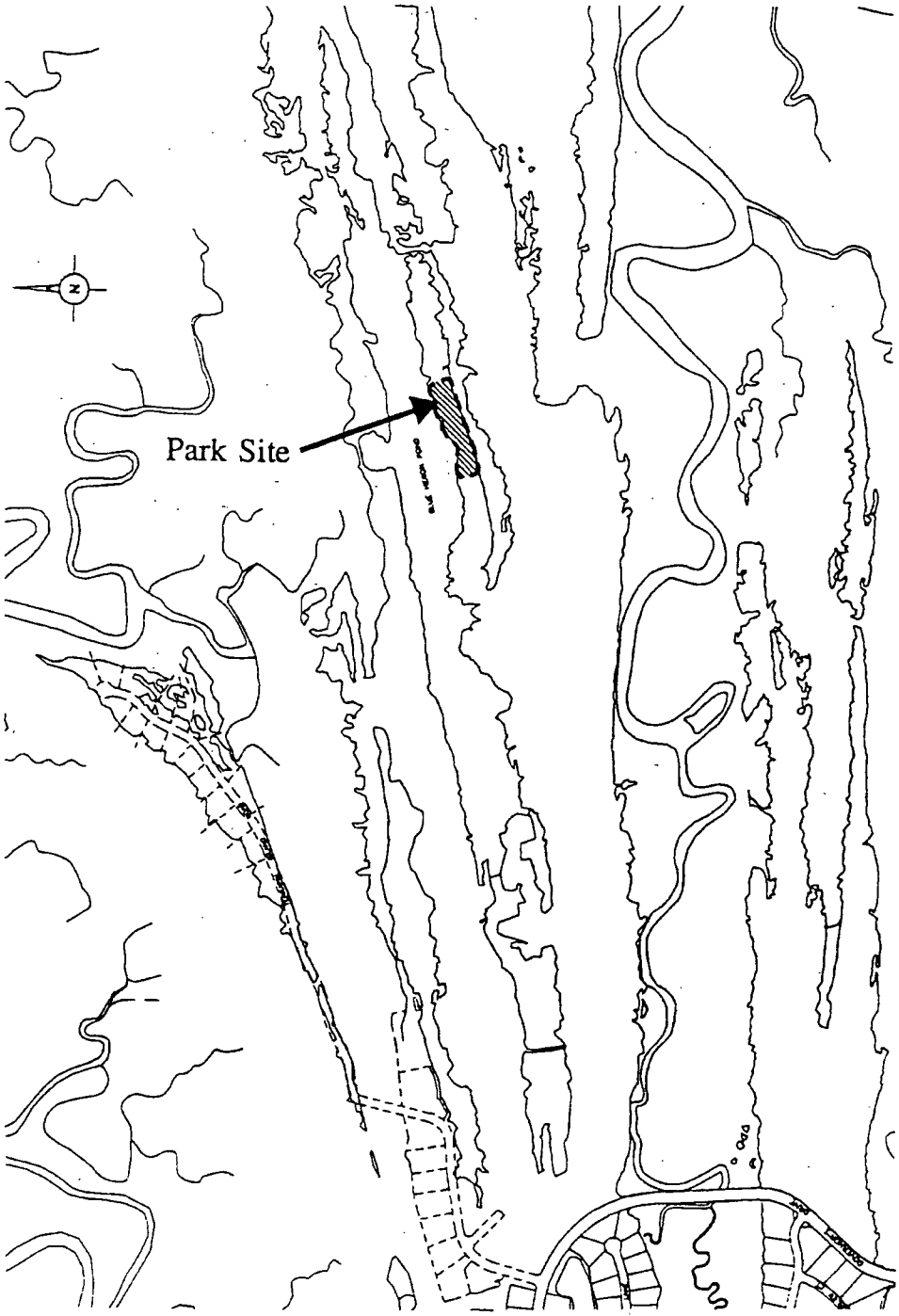
[redacted]

15.3



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Blue Herron Park Location

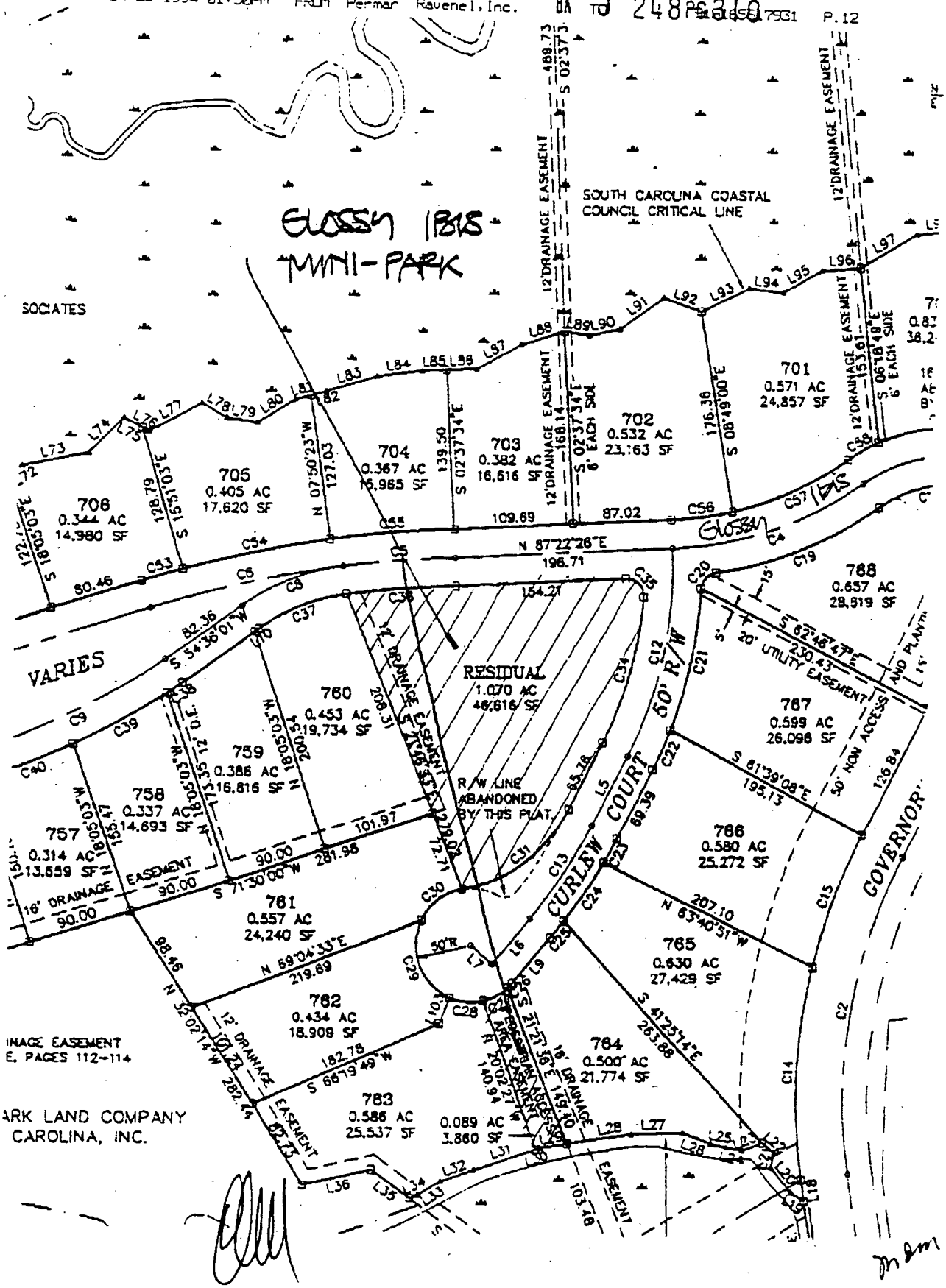


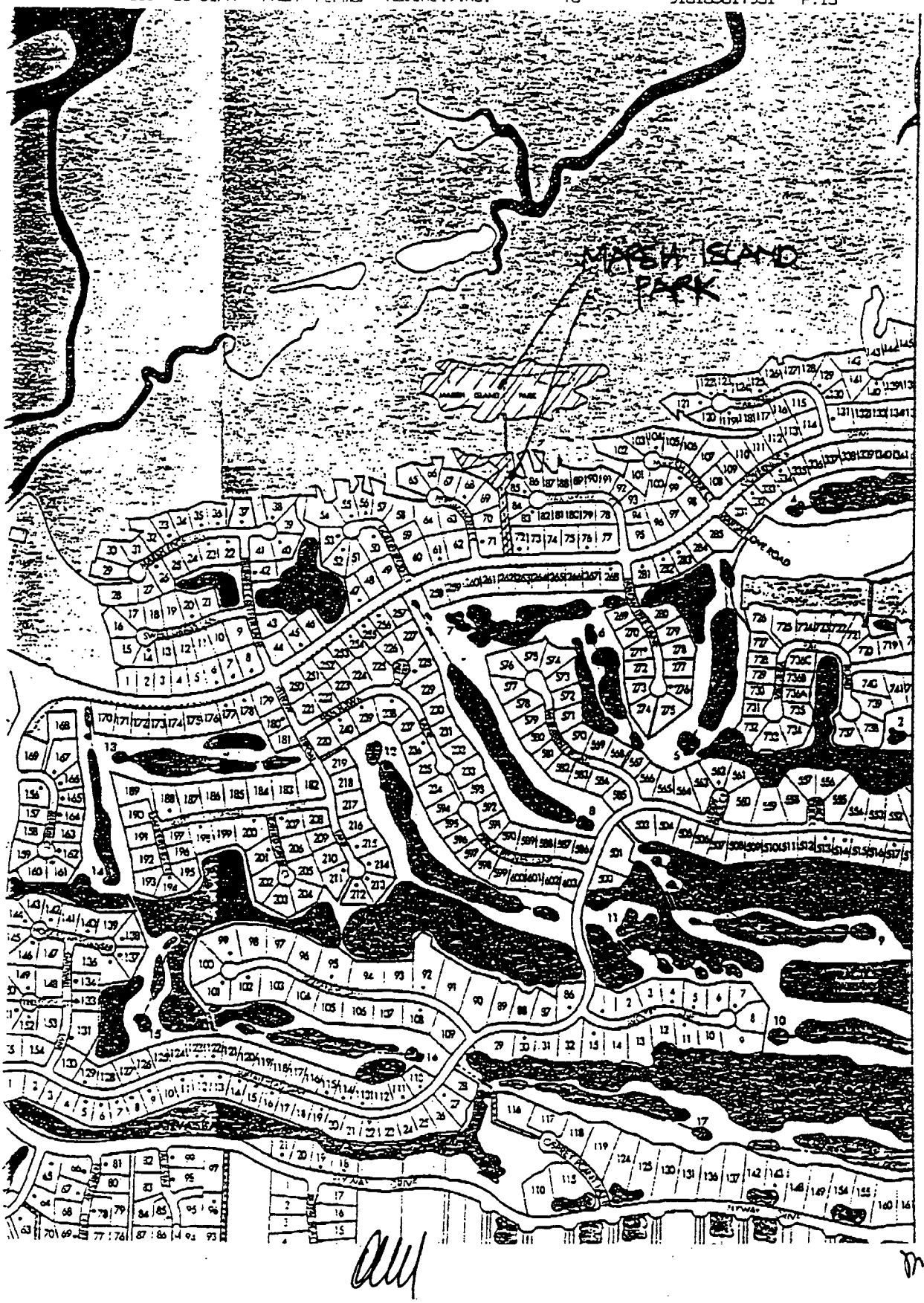
"Copyright 1993 Kiawah Resort Associates, L.P. All Rights Reserved."

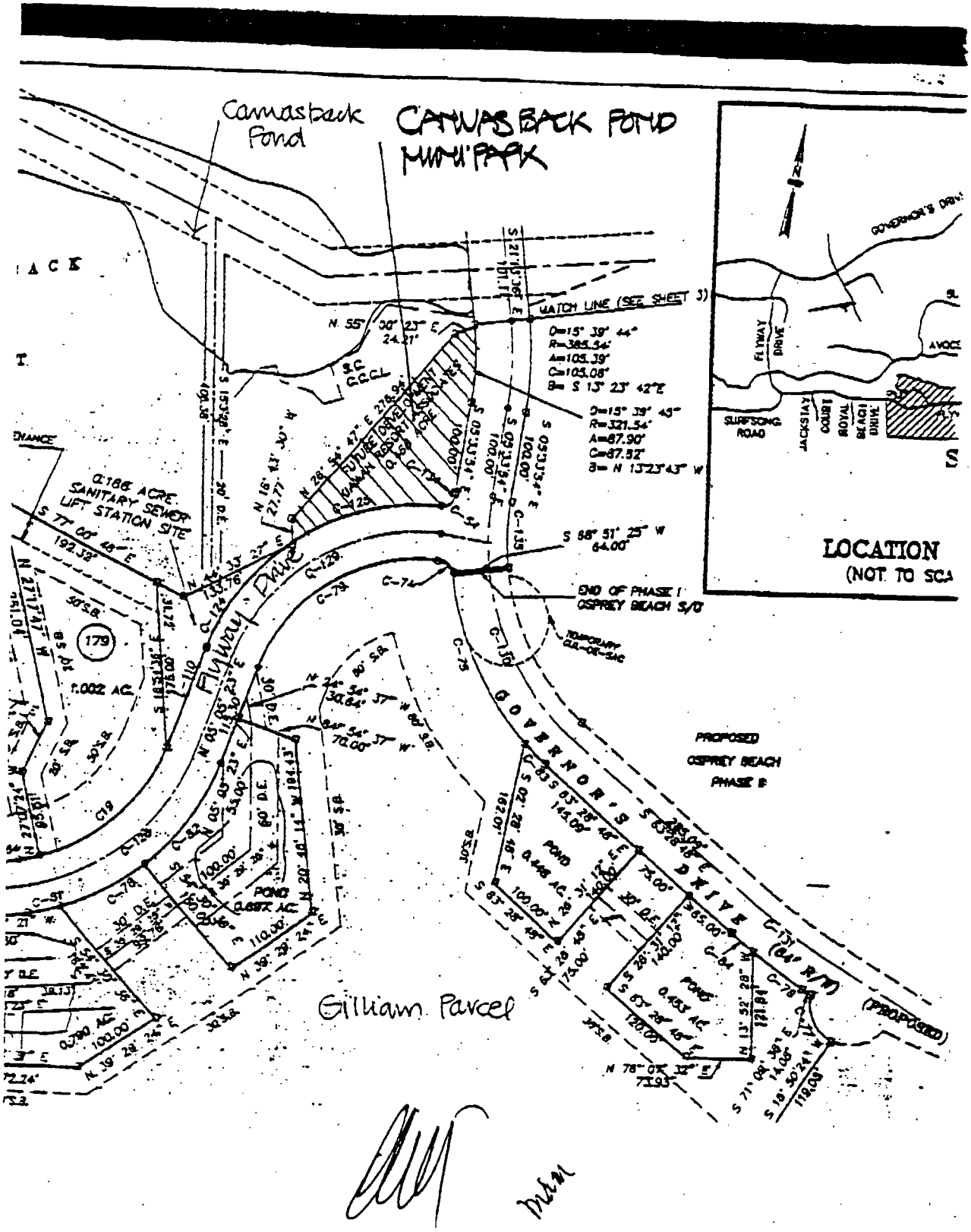
EXHIBIT 15.50 EXISTING PARK FACILITIES TO BE DEDICATED

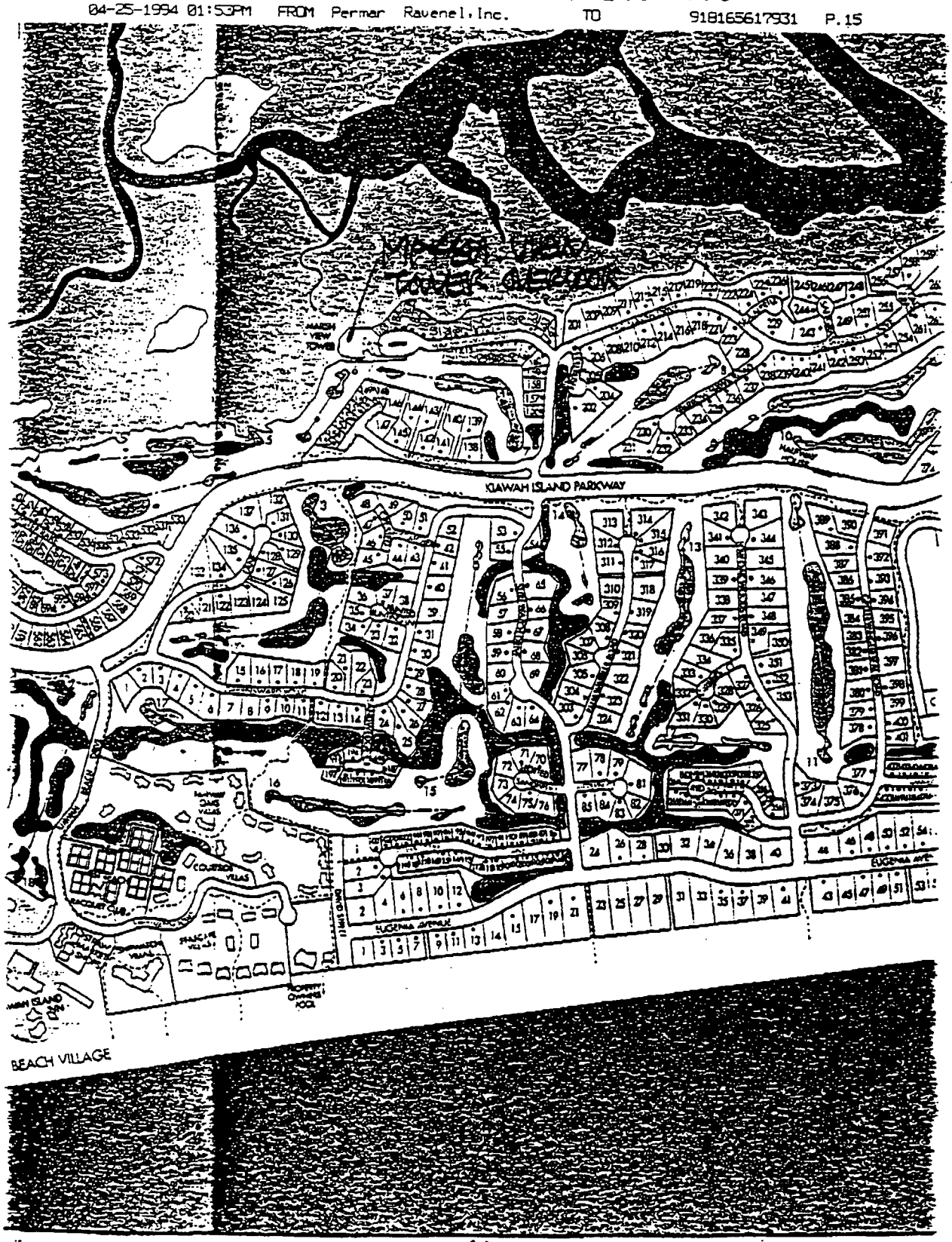
The following is a listing of park land and park facilities to be conveyed by deed to the KICA, as prescribed in Section 15. (a)(vi) Existing Park Facilities of the Agreement. A stanis of the boundary/legal description is indicated in parenthesis.

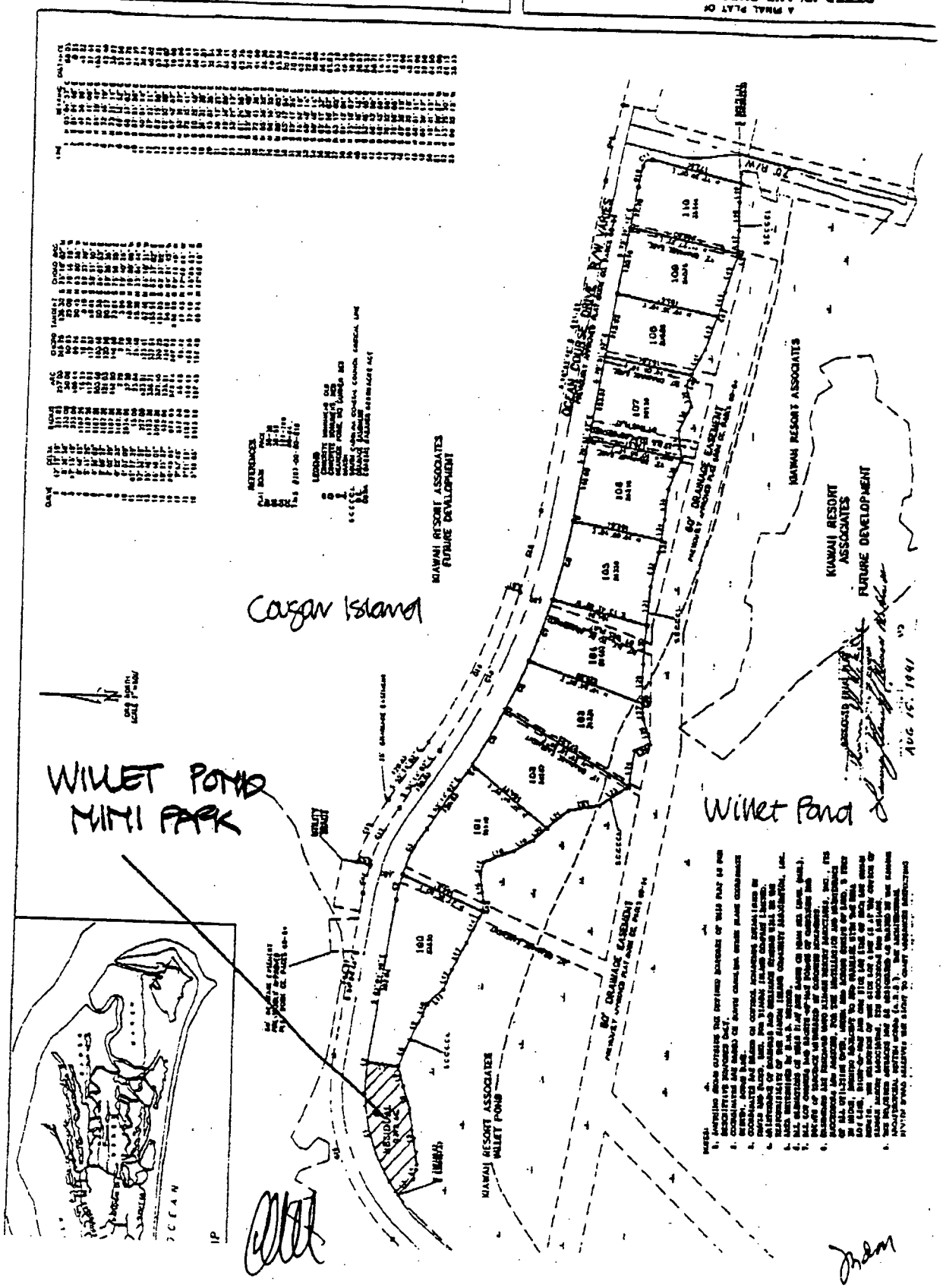
1.	Glossy Ibis mini park	(Segment of Plat attached)
2.	Marsh Island Park	(No legal description available, location graphic attached)
3.	Canvasback pond mini park	(Segment of Plat attached)
4.	Master leisure Trail System	(Large graphic previously advanced to M. Lauer)
5.	Internal Crabbing/view stands	(No legal description available)
6.	Marsh View Tower Overlook	(No legal description available, location graphic attached)
7.	Willet Pond mini park	(Segment of Plat attached)
8.	Beachfront/Dune Field	(Large graphic previously advanced to M. Lauer)


GLOSSY IBIS
MINI-PARK
SOUTH CAROLINA COASTAL COUNCIL CRITICAL LINE
12' DRAINAGE EASEMENT
706 0.344 AC 14,980 SF
705 0.405 AC 17,620 SF
704 0.367 AC 15,985 SF
703 0.382 AC 16,616 SF
702 0.532 AC 23,163 SF
701 0.571 AC 24,857 SF
760 0.453 AC 19,734 SF
759 0.386 AC 16,816 SF
758 0.337 AC 14,693 SF
757 0.314 AC 13,659 SF
761 0.557 AC 24,240 SF
762 0.434 AC 18,909 SF
783 0.586 AC 25,537 SF
RESIDUAL 1.070 AC 46,616 SF
0.089 AC 3,860 SF
764 0.500 AC 21,774 SF
765 0.630 AC 27,429 SF
766 0.580 AC 25,272 SF
787 0.599 AC 26,098 SF
788 0.657 AC 28,919 SF
CURLEW COURT
50' R/W
GOVERNOR'
GLOSSY IBIS
VARIES
R/W LINE ABANDONED BY THIS PLAT
16' DRAINAGE EASEMENT
20' UTILITY EASEMENT
50' NON ACCESS
N 87°22'26"E 196.71
S 54°36'01"W 82.36
S 62°48'47"E 230.43
S 61°39'08"E 195.13
N 63°40'31"W 207.10
S 41°29'14"E 263.88
N 69°04'33"E 219.69
S 71°30'00"W 281.98
S 68°19'49"W 182.78
N 32°02'14"W 282.44
S 08°49'00"E 176.36
S 02°37'34"E 139.50
N 07°50'23"W 127.03
S 15°51'05"E 128.79
S 18°50'03"E 122.45
S 02°37'34"E 489.73
N 08°16'48"E 153.61
N 20°02'27"E 140.94
S 21°48'57"E 149.40
S 21°48'57"E 218.04
N 18°05'03"W 200.18
S 18°05'03"E 173.35
N 18°05'03"W 153.47
S 18°05'03"E 153.47
103.78
80.46
109.69
87.02
154.21
65.16
69.39
126.84
101.97
90.00
98.46
182.78
282.44
168.14
89.90
64.73
64.73
INAGE EASEMENT
E. PAGES 112-114
ARK LAND COMPANY
CAROLINA, INC.


MARSH ISLAND
PARK


Canvasback Pond
CANVASBACK POND MINI PARK
MATCH LINE (SEE SHEET 3)
LOCATION
(NOT TO SCA
GOVERNOR'S DRIVE
FLYWAY DRIVE
SURFSONG ROAD
JACKSTAY
BROAD
BELFAIR
BIRD
AVOCA
0.186 ACRE SANITARY SEWER LIFT STATION SITE
S 77° 00' 45" E 192.33'
N 27° 37' 47" W 111.04'
179
1.002 AC.
Flyway Drive
FUTURE GOLF COURSE
S 88° 51' 25" W 64.00'
END OF PHASE I OSPREY BEACH S/D
PROPOSED OSPREY BEACH PHASE II
GOVERNOR'S DRIVE (64' R/W)
POND 0.448 AC.
POND 0.455 AC.
POND 0.688 AC.
0.780 AC.
Gilliam Parcel


KIAWAH ISLAND PARKWAY
BEACH VILLAGE

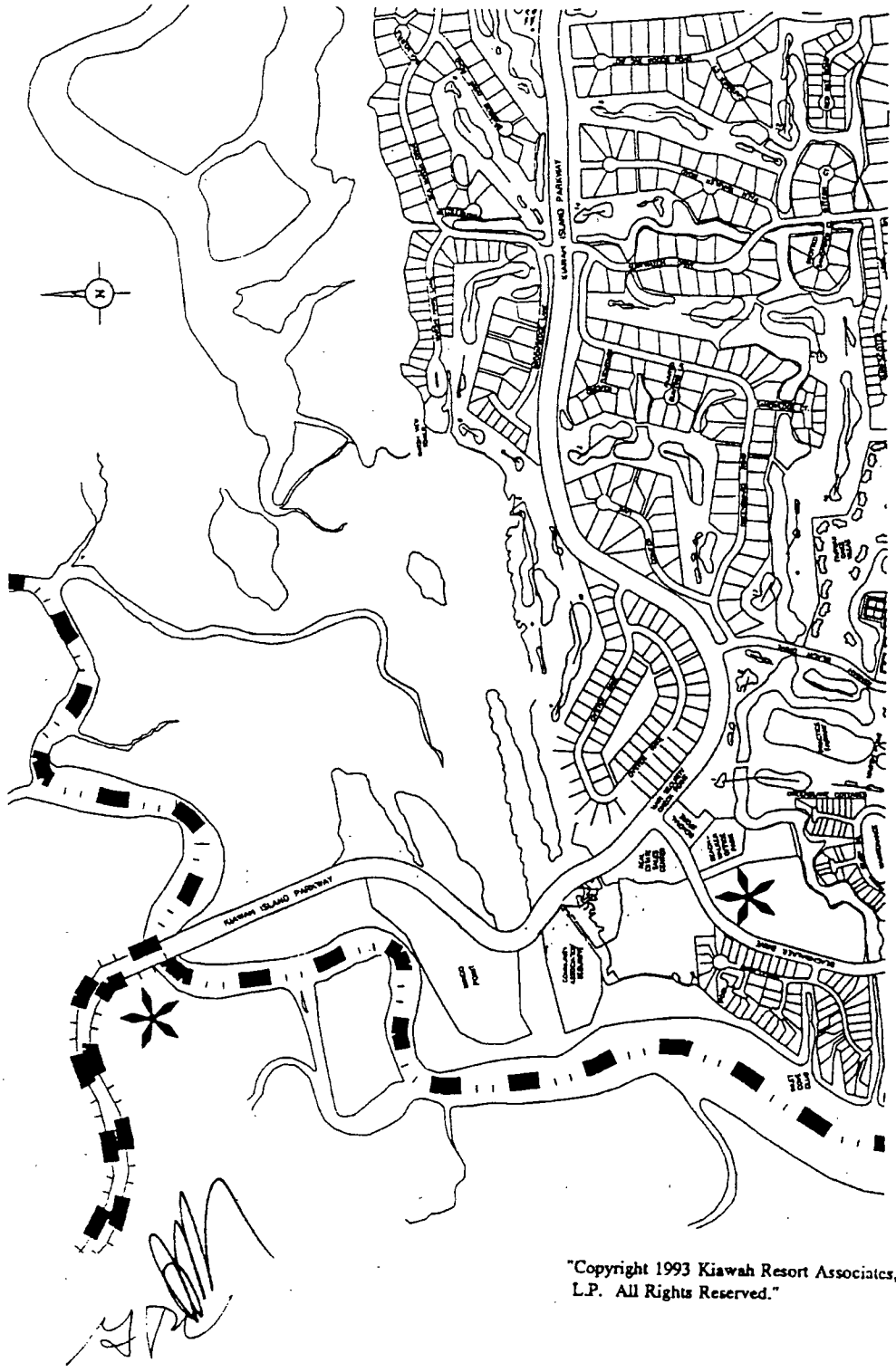

Cougar Island
WILLET POND
MINI PARK
Willet Pond
KIAWAH RESORT ASSOCIATES
FUTURE DEVELOPMENT
OCEAN COURSE DRIVE R/W VARIES
50' DRAINAGE EASEMENT
KIAWAH RESORT ASSOCIATES
WILLET POND
OCEAN

1860

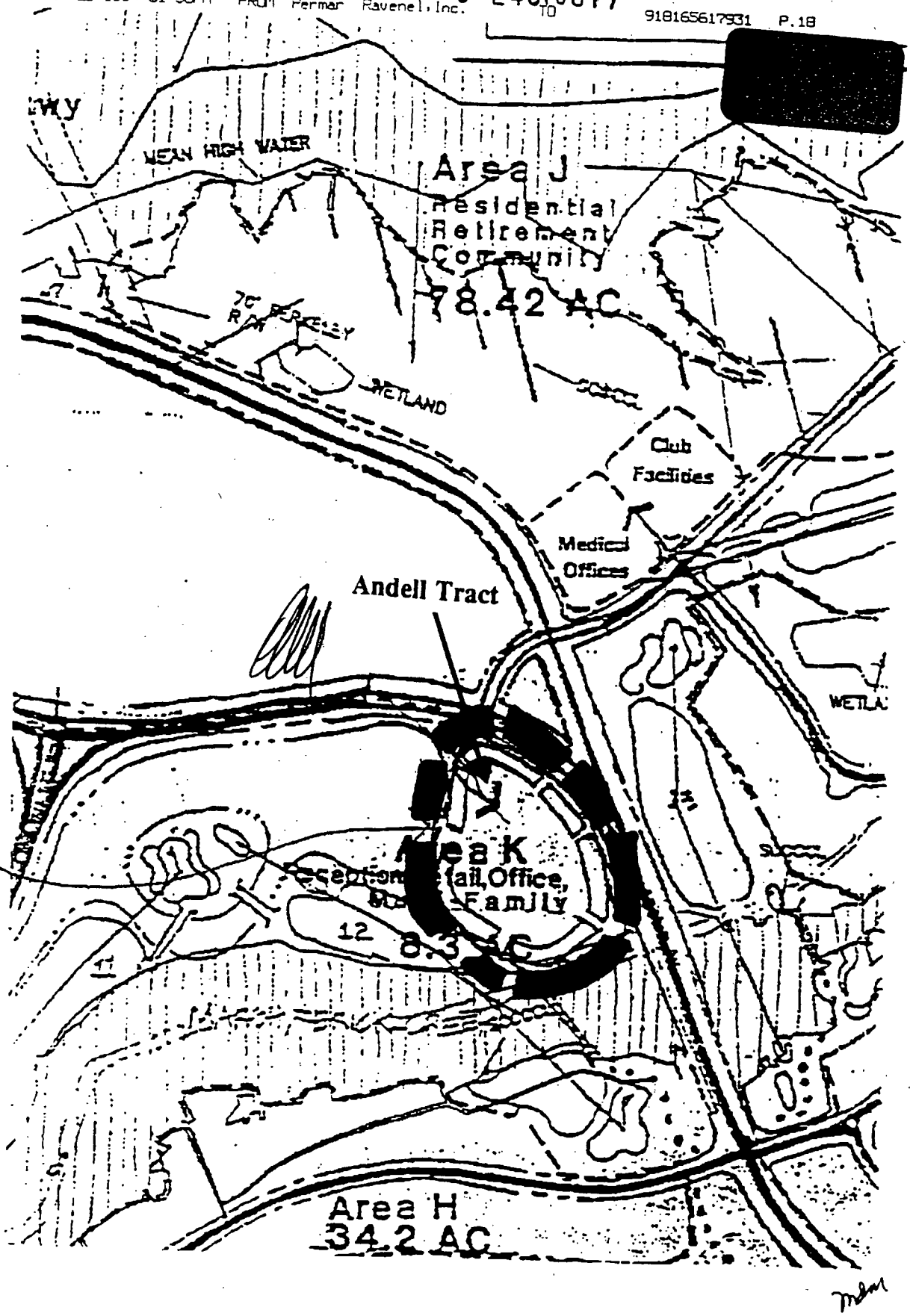
Potential Town Parcels

[redacted]

Potential Sites



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8-10 Acre Site for Reception Center

EXHIBIT 15.70 ANDELL TRACT

Reference is made in the Agreement to property on the Andell Tract of approximately 8-10 acres on the west side of the Kiawah Island Parkway. The attached graphic is the only depiction to date of the proposed site.

PRELIMINARY
KIAWAH TOWN HALL

DESIGN STANDARDS FOR THE TOWN OF KIAWAH ISLAND TOWN HALL

DRAFT

OVERVIEW

Kiawah Island's natural beauty creates a unique building environment. Over the years, building design on the island has been guided by the philosophy of architectural design which is environmentally sensitive and responsive to the climate and natural characteristics of the building site. While architectural design on the island continues to evolve, there remains a dedication to the common goal of creating a high quality built environment. This underlying thought will guide the Town in its decision making process.

BASIC DESIGN CONSIDERATIONS AND STANDARDS

While the design of the Town Hall will evolve through the design process, there are a number of basics. Generally, the new facility will be consistent with design standards on the island. A review of the site characteristics will be fundamental to the design process and will influence the architectural design. Recognizing the basics of site planning, the design criteria for the site addresses the following:

- A comprehensive site evaluation/analysis will be developed. This analysis will address natural characteristics such as trees; other significant natural vegetation; size, shape, and topography of the site; natural features such as lagoons and marsh areas; long and short views to and from the site; nearby man made features (existing and future) that may influence design; regulatory impacts; and various other factors.
- Determine and consider those site characteristics which may influence the form of the

building(s).

- Outdoor public spaces, vehicular and pedestrian access will receive careful attention. Plant materials, hardscape elements and lighting will be carefully designed to enhance the use of outdoor areas, the character and image of the building, and "the fit" into the community.
- Hardscape materials may include asphalt, concrete, brick paving, and various other elements which may be brick, stucco, wood or metal.
- Signage would be complementary to the island wide signage concepts.

The architectural design of the Town Hall may be affected by the context of the site, the character of the surrounding neighborhood, and an understanding of what the immediate area will become over time. The project must take a long view of its use and fit with the community. As specifics are clarified through the design process, the architectural design will be refined. Basic thoughts about the architectural design include:

- The building design will respond to the sea island climate.
- The building will be an identity for the town.
- The building must be of such a quality to serve the interests of the Town of Kiawah.
- The various design possibilities may include the use of regional architectural elements, covered exterior spaces, roof areas/slopes appropriate for the climate, roof overhangs, large areas of windows where appropriate, upper story elements, and the use of building forms appropriate for this type of building.
- Building materials may include wood, stucco, and brick. Roofing materials may include shingles, standing seam metal, slate, or tile.

The goal of the Town is to create a design that is befitting Kiawah Island. To borrow a phrase from the KIARB Design Guidelines, a design that has *"a strong sense of identity and one that creates an attractive and harmonious addition to the community"*.

BK J 248PG322

Some thoughts about what might be included:

-Any references or general statements outlined in the KIARB guidelines

-Design standards for the site

Integrated design that responds to the natural characteristics of the site

Comprehensive site analysis that addresses natural characteristics such as trees and other significant natural vegetation; size, shape, and topography of the site; natural features such as lagoons and marsh areas; long and short views; nearby man made features (existing and future) that may influence design; regulatory impacts if any; and various other factors such as easements.

Careful attention to outdoor public spaces; vehicular and pedestrian access

Careful use of plant materials, hardscape elements and lighting to enhance the use of outdoor areas, to enhance the character and image of the building, and "the fit" into the community.

Hardscape materials may include asphalt, concrete, brick paving and various other elements which may be brick, stucco, wood or metal

Signage would be complementary to the island wide signage concepts

Determine and consider those site characteristics that may influence the form of the building(s)

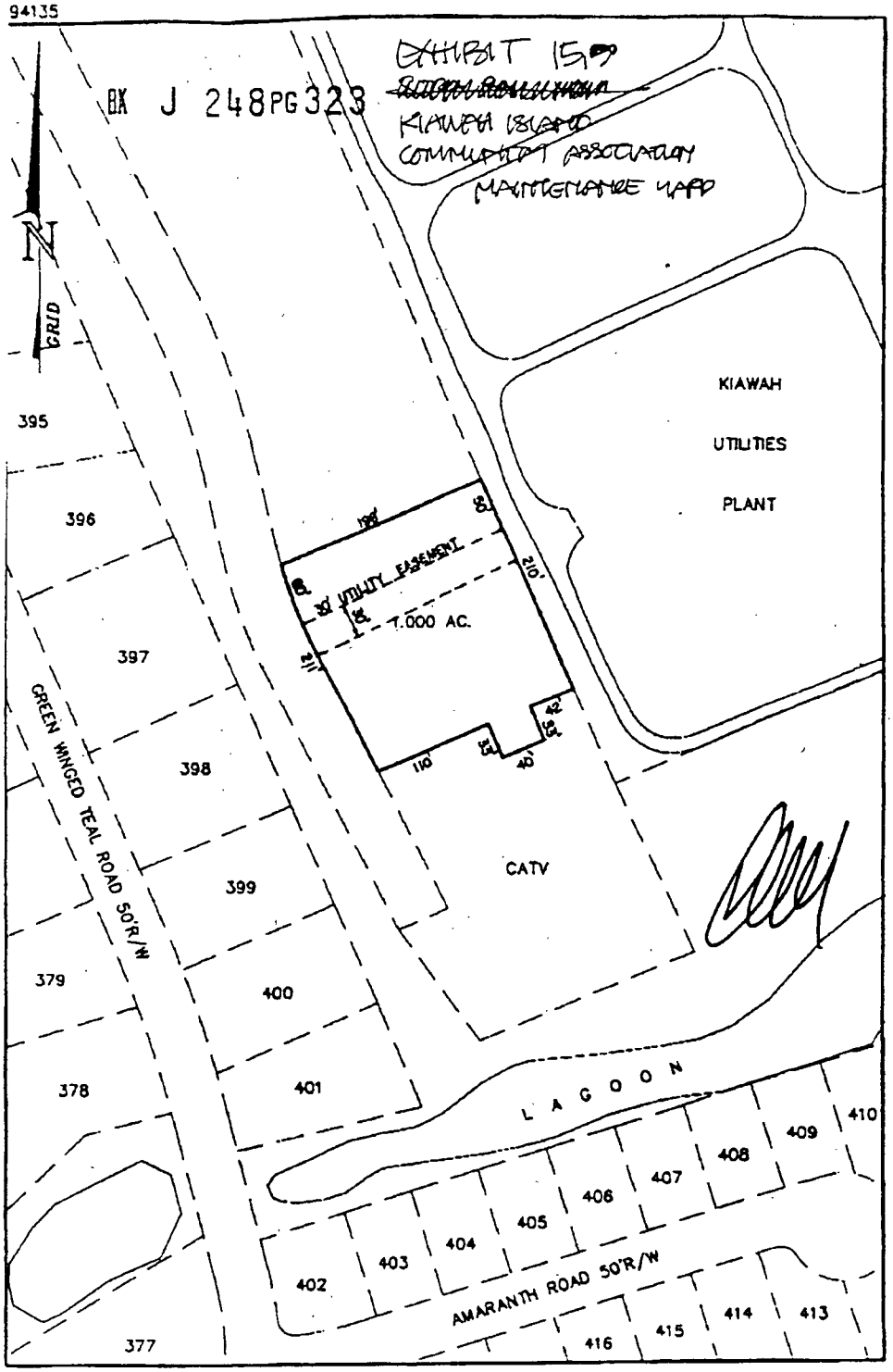
-Design standards for the building

Outline thoughts about the various elements of the building such as massing; roof forms; covered entry/verandas/porches; glass; etc..

Use of materials: "use may include wood, stucco, brick" ; "will not use materials such as vinyl siding, etc"; "roof materials may be shingles, slate, tile or standing seam metal

The building design will respond to the climate

94135



AN EXHIBIT OF
A 1.000 ACRE TRACT
OWNED BY KIAWAH RESORT ASSOCIATES, L.P.
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

Southeastern Surveying, Inc.
147 Wappoo Creek Drive, Ste. 102
Charleston, South Carolina 29412
(803) 795-9330 FAX: 795-2007

DATE: JULY 14, 1995
SCALE: 1"= 100'
DRAWN: DLD
DWG: 4135-TP
REV:

EXHIBIT 15.10
EXHIBIT NO. TO BE DETERMINED LATER)
BK J 248 PG 324
PARCEL 35
PARCEL 43
Parcel 43 (Cougar Island)
* Future development to include 2 acre park
BASS CREEK
COCKROACH ISLAND
WILLET POND
OCEAN PRAIRIE CAMPGROUND
P.2/3