



**Town of Hilton Head Island
Board of Zoning Appeals
Regular Meeting
Monday, May 19, 2014 2:30p.m
Municipal Court Courtroom, Building D
AGENDA**

1. Call to Order

2. Roll Call

3. Freedom of Information Act Compliance

Public notification of the Board of Zoning Appeals meeting has been published, posted and mailed in compliance with the Freedom of Information Act and the requirements of the Town of Hilton Head Island Land Management Ordinance.

4. Wireless Telephone Usage

Please turn off all wireless telephones so as not to interrupt the meeting.

5. Welcome and Introduction to Board Procedures

6. Approval of Agenda

7. Approval of the Minutes – April 28, 2014 Meeting

8. Unfinished Business

Public Hearing

VAR140001: Joel Lewis, on behalf of Frank and Cheri Sloane, is requesting a variance from Land Management Ordinance Section 16-5-704, Minimum Required Setback Area. The applicant proposes to build a single family house that encroaches into adjacent use setbacks. The subject parcel is located at 9 Mossy Oaks Lane, further identified as Parcel 487 on Beaufort County Tax Map 12. *Presented by: Anne Cyran*

**9. New Business
Hearing**

APL130010: Request from Terry A. Finger on behalf of Kittredge S. Collins and Michael Moy. The appellant is appealing the Town's determination on December 11, 2013 that the business license issued to On the Water Tours was issued in error, that the land uses assigned to the property (located at 421 Squire Pope Road) do not allow the activities conducted by On the Water Tours and that jet skis cannot be considered a form of embarkation. *Presented by: Teri Lewis*

Public Hearing

VAR140002: Danielle and Jim Jacobs are requesting a variance from Land Management Ordinance Sections 16-5-704, Minimum Required Setback Area, and 16-5-806, Required Buffers, to construct exterior stairs and a patio within the 30 foot exterior boundary setback and buffer. The property is located at 27 Bellhaven Way and is further identified as parcel 50C on Beaufort County Tax Map 11. *Presented by: Nicole Dixon*

Hearing

Motion to Reconsider SER140001: The Church of Christ on Hilton Head Island is requesting that the Board of Zoning Appeals reconsider their decision to grant a special exception for the use of a kennel and boarding facility at 25 Bow Circle.

10. Board Business

11. Staff Reports
Waiver Report

12. Adjournment

Please note that a quorum of Town Council may result if four or more Town Council members attend this meeting.

TOWN OF HILTON HEAD ISLAND
Board of Zoning Appeals
Minutes of the Monday, April 28, 2014 Meeting
2:30p.m. - Benjamin M. Racusin Council Chambers

DRAFT

Board Members Present: Chairman Peter Kristian, Vice Chairman Glenn Stanford,
Irv Campbell, David Fingerhut, P. Jeffrey North and Steve Wilson

Board Members Absent: Michael Lawrence

Council Members Present: None

Town Staff Present: Nicole Dixon, Senior Planner & Board Coordinator
Anne Cyran, Senior Planner
Teri Lewis, LMO Official
Brian Hulbert, Staff Attorney
Kathleen Carlin, Secretary

1. Call to Order

Chairman Kristian called the meeting to order at 2:30p.m.

2. Roll Call

3. Freedom of Information Act Compliance

Public notification of this meeting has been published, posted, and mailed in compliance with the Freedom of Information Act and Town of Hilton Head Island requirements.

4. Introduction to Board Procedures

Chairman Kristian welcomed the public and introduced the Board's procedures for conducting the business meeting.

5. Approval of the Agenda

Chairman Kristian requested that a motion be made to approve the agenda. Vice Chairman Stanford made a **motion to approve** the agenda as presented. Mr. Wilson **seconded** the motion and the motion **passed** with a vote of 6-0-0.

6. Approval of the Minutes

Chairman Kristian requested that a motion be made to approve the minutes of the February 24, 2014 meeting. Vice Chairman Stanford made a **motion to approve** the February 24, 2014 minutes as presented. Mr. Fingerhut **seconded** the motion and the motion **passed** with a vote of 6-0-0.

7. Unfinished Business

None

8. New Business
Public Hearing

SER140001: Paige Grisette is requesting special exception approval from Land Management Ordinance Section 16-4-1204, Use Table, to allow a kennel and boarding in the Commercial Center (CC) Zoning District. The property is located at 25 Bow Circle and is further identified as parcel 860 on Beaufort County Tax Map 14.

Chairman Kristian introduced the application and opened the public hearing. Chairman Kristian then requested that the staff make their presentation. Ms. Anne Cyran made the presentation on behalf of staff. The staff recommended that the Board of Zoning Appeals *approve* the application based on the Findings of Facts and Conclusions of Law.

The subject parcel is located at 25 Bow Circle in the CC Zoning District. The subject parcel is bound by Bow Circle to the northeast, the Church of Christ to the southeast, Palmetto Bay Road and an undeveloped lot owned by the Town of Hilton Head Island to the southwest, and an undeveloped lot owned by the Town of Hilton Head Island to the northwest.

The subject parcel was developed in 1982 and contains a 5,566 square foot building with an attached garage and associated parking. The property was previously used by the South Island Public Service District as an office.

The applicant is requesting special exception approval to operate a kennel and boarding facility in the Commercial Center (CC) Zoning District per the requirement of LMO 16-4-1204, Use Table. The applicant's narrative states that the business will operate in the existing building and that no site changes will be required to accommodate the use. The applicant states the proposed use will be compatible with surrounding uses because the use is consistent with the Character and Purpose of the CC Zoning District and the site is already developed. The applicant states the proposed uses will not be a nuisance to neighboring properties because measures will be taken to minimize noise and odor. These measures include:

- Keeping the dogs inside at all other times. The dogs will only be taken outside to relieve them;
- Not taking the dogs outside during the bible class and worship services of the adjacent church;
- Not allowing owners to pick up dogs during the bible class and worship services of the church;
- Designing the interior space so that 89% of the kennels face away from the church;
- Constructing a privacy fence around the area where the dogs will relieve themselves to limit the dogs' vision of stimulus and prevent barking;
- Using ultra-sonic emitters and/or collars to discourage the dogs from barking;
- Immediately bagging waste and depositing it in lid-tight containers;
- Using a bacteria-killing cleaning product to clean the driveway on a daily basis;
- Creating 37 kennels, which will allow greater separation of the dogs and the ability to manage noise;
- Using an existing sound-proof room in the center of the building for a play area;
- Replacing the existing garage door with a heavier, more insulated door so the garage can be used as a play area while minimizing noise.

Ms. Cyran presented the staff's Findings of Fact and Conclusions of Law. At the completion of the staff's presentation, Chairman Kristian requested that the applicant make her presentation.

Ms. Paige Grisette presented a brief history of the application and discussed the measures that she will take to minimize the noise and odor associated with this business. Following the applicant's presentation, Chairman Kristian requested public comments and the following were received. The following citizens presented statements in opposition to the application due to their concerns with noise and sanitation issues:

(1) Ward Borden, Esq., (on behalf of Church of Christ); (2) Dan Hammond, Minister, Church of Christ; (3) (unidentified Church member); (4) Bill Mitsker, Church member; (5) Dan Grayhouse, Church Elder; (6) Dave Mathews, Church member; (7) Drew Hendricks, Church Elder; (8) Mary Kay Mitsker, Church member; (9) Samuel Kraft, Church member.

The following citizens provided public comments in support of the application based on their friendship/business relationship with Ms. Paige Grisette: (1) John Hansel; (2) Sharon Saunders; (3) Ann Lawless; (4) Don Baker; and (5) Jean Hansel.

Following the receipt of all public comments, Chairman Kristian stated that the public hearing for this application is closed.

Vice Chairman Stanford and Mr. Brian Hulbert, Staff Attorney, discussed the application and enforcement of the associated conditions. Mr. Hulbert presented statements in concern of the Town's ability to enforce Code violations and Public Nuisance violations on Sundays.

Board member, Mr. North, and Mr. Hulbert discussed imposing the conditions that are associated with the potential approval of the Special Exception application. Due process must be considered. Mr. Hulbert discussed the Town's procedure for handling violations of the Municipal Code and Public Nuisance laws.

Chairman Kristian stated his concern with the business being counter indicated with the Church's Sunday worship schedule and extensive social programs throughout the week. Ms. Grisette stated that she wishes to be a good neighbor and will work with the Church to alleviate their concerns with her business. The Board inquired about the applicant's level of interest in working with the Church to accommodate the Church's worship schedule and social schedule. Ms. Grisette emphasized her interest in being a good neighbor and working with the Church.

As part of the discussion, Vice Chairman Stanford stated that he is very impressed with the applicant, her business model, and her intent to be a good neighbor. However, this type of commercial use has the built-in risk and exposure of being detrimental or disturbing to the present surrounding land due to its use, odor or general nuisance which is Criteria # 4. Vice Chairman Stanford stated that he does not believe that this application complies with Criteria # 4.

The Board discussed if the application is a lawful use of the property in accordance with the requirements of the Town of Hilton Head Island. Regardless of how they may feel on an emotional level, the Board stated that they need to decide if the application is compliant

based on the law. The Board discussed several of the staff's Findings of Fact and Conclusions of Law. The Board also discussed the conditions that may be attached to their approval of the application. Following final comments by the Board, Chairman Kristian requested that a motion be made.

Mr. North made a **motion** that the Board **approve** Application for Special Exception, SER140001, based on the staff's Findings of Fact and Conclusions of Law. Approval of the application is subject to the conditions and representations that Ms. Paige Grisette has made today.

Ms. Grisette has stated that she will work with the elders of the Church of Christ to adjust the drop-off and pickup schedule of dogs in order to accommodate the legitimate interests of the Church including the Church's Sunday Worship Schedule, social schedule and other occasional activities. Although the Board may not be in a position to legally impose these conditions, it will be incumbent upon Ms. Grisette to work effectively with the Church. Ms. Grisette should work with the Church of Christ to accommodate their worship services, their social calendar, as well as other activities. A calendar of Church events including a schedule of worship services, bible studies, as well as other Church activities should be secured by Ms. Grisette. It also should be the responsibility of Church officials to keep Ms. Grisette and her business staff informed of the Church's schedule. Proper notice should be provided to the applicant of all Church activities that may affect the drop-off and pick up schedule.

Mr. Wilson **seconded** the motion and the motion **passed** with a vote of 5-1-0. Vice Chairman Stanford was opposed to the motion.

Public Hearing

VAR140001: Joel Lewis, on behalf of Frank and Cheri Sloane, is requesting a variance from Land Management Ordinance Section 16-5-704, Minimum Required Setback Area. The applicant proposes to build a single family house that encroaches into adjacent use setbacks. The subject parcel is located at 9 Mossy Oaks Lane, further identified as Parcel 487 on Beaufort County Tax Map 12. Chairman Kristian introduced the application and opened the public hearing. Chairman Kristian then requested that staff make their presentation.

Ms. Anne Cyran made the presentation on behalf of staff. The staff recommended that the Board of Zoning Appeals *disapprove* the application based on the Findings of Facts and Conclusions of Law contained in the staff's report. Ms. Anne Cyran presented an in-depth overhead review of the application including the site plan, vicinity map, zoning map and aerial photo.

The subject parcel is located at 9 Mossy Oaks Lane in the RM-4 Zoning District. The subject parcel is a corner lot, bound by Mossy Oaks Lane on the north and west, a single family house on the east, and an undeveloped lot on the south. The subject parcel is undeveloped.

The property owners hired the applicant, Joel Lewis of Castle Point Construction, to design a house with the primary living space on the ground floor with guest rooms on the second floor. The Crosswinds Property Owners' Association and Architectural Review Board require that homes are built with a minimum of 2,400 heated square feet. Mr. Lewis designed the house based on plat notes stating that the parcel's setbacks are 10 feet from Mossy Oaks Lane, 15 feet behind the lot and seven feet from the adjacent lot to the south.

The applicant approached Town staff for a variance to allow the garage to encroach four feet into the 15 foot setback behind the lot. Town staff informed the applicant that the setback on the south side of the parcel is 15 feet wide, not seven feet wide, and that the house is shown encroaching four feet into that setback as well.

The Crosswinds Phase II subdivision plat shows the subject parcel has a 10 foot setback from Mossy Oaks Lane, a 15 foot setback from the adjacent lot to the south and a 15 foot setback behind the lot to the northeast. All of the parcels along that section of Mossy Oaks Lane have a 10 foot setback from Mossy Oaks Lane and a 15 foot setback on the northeast side of the parcel. However, all of the other parcels along that section of Mossy Oaks Lane have a seven foot setback from the adjacent lot to the north or south instead of a 15 foot setback like the subject parcel.

The Town of Hilton Head Island Land Management Ordinance (LMO) Section 16-5-205.A requires a five foot setback along all internal property lines for lots divided into single family detached homes. Further, LMO Sections 16-5-704.B and 16-5-806.B require a 20 foot setback and buffer along all non-arterial streets. It is unknown why the Crosswinds subdivision was designed with larger than required setbacks along internal property lines and a smaller than required adjacent street setback and buffer.

The subject parcel is located in the Low Density Residential (RM-4) Zoning District. Thirteen lots in the Crosswinds subdivision are located in the RM-4 Zoning District, while the remaining 53 lots are located in the Planned Unit Development (PD-1) Zoning District in Indigo Run.

The fact that the subject parcel is located in the RM-4 Zoning District means that that parcel is subject to the design standards in Chapter 5 of the LMO. Any deviations from the approved subdivision plat must be approved by the Town of Hilton Head Island Board of Zoning Appeals as a variance and the request must meet all six criteria in LMO Section 16-3-1906.A. If the subject parcel was located in the PD-1 Zoning District, the parcel would be exempt from site specific design standards and the applicant's request to build in the setback would only require approval by the Indigo Run Property Owners' Association and the Crosswinds Property Owners' Association, which do not use the six criteria in LMO Section 16-3-1906.A when reviewing such deviations. Ms. Cyran presented the staff's Findings of Fact and Conclusions of Law. Following the staff's presentation, Chairman Kristian requested that the applicant make his presentation.

Mr. Joel Lewis, on behalf of Frank and Cheri Sloane, presented statements in support of the application. The applicant stated his disagreement with several of the staff's Findings of Fact and Conclusions of Law including the applicant's belief that there are extraordinary and exceptional conditions pertaining to this particular piece of property. Following the applicant's presentation, Chairman Kristian requested public comments. The property owner, Mr. Frank Sloane, presented additional comments in support of the application.

Following these public comments, Chairman Kristian stated that the public hearing for this application is closed.

Vice Chairman Stanford stated that the staff's Findings of Fact and Conclusions of Law state that the applicant failed to demonstrate that the house could not be built within the required setbacks. Vice Chairman Stanford recommended that the applicant take some extra time beyond today's meeting to design the house in such a way that it will fit within the required setback. Chairman Kristian agreed with Vice Chairman Stanford and recommended that the applicant work with the property owner to shift the design of the house so that it fits within the required footprint and setback lines. Vice Chairman Stanford stated that the BZA is constrained by the law and the applicant has not been able to demonstrate hardship. Following final discussion, the applicant decided to accept the Board's recommendation.

Following final comments, the Board agreed to **postpone** their decision on this application until the meeting on May 19, 2014. Chairman Kristian requested that a motion be made.

Vice Chairman Stanford made a **motion** that the BZA postpone their decision on Application for Variance, VAR140001, until the May 19, 2014 meeting. Mr. Wilson **seconded** the motion and the motion **passed** with a vote of 6-0-0.

9. Board Business

None

10. Staff Report

Waiver Report - Ms. Nicole Dixon presented the Waiver Report on behalf of staff.

11. Adjournment

The meeting was adjourned at 5:15p.m.

Submitted By:

Approved By:

Kathleen Carlin
Secretary

Peter Kristian
Chairman

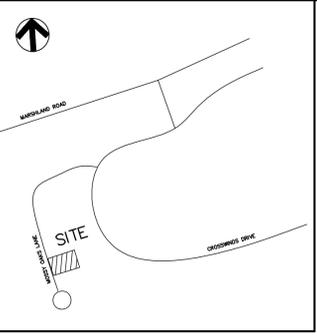


TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Board of Zoning Appeals
VIA: Nicole Dixon, CFM, *Senior Planner & Board Coordinator*
FROM: Anne Cyran, AICP, *Senior Planner*
DATE: May 5, 2014
SUBJECT: VAR140001 - 9 Mossy Oaks Lane – Revised Site Plan

During the April 28, 2014 Board of Zoning Appeals meeting, the Board postponed making a decision about this application and requested that the applicant provide a revised site plan showing the footprint of the house moved out of the adjacent use setbacks as much as possible and more towards Mossy Oaks Lane. The applicant has submitted the attached site plan for the Board's review.



VICINITY MAP
NOT TO SCALE

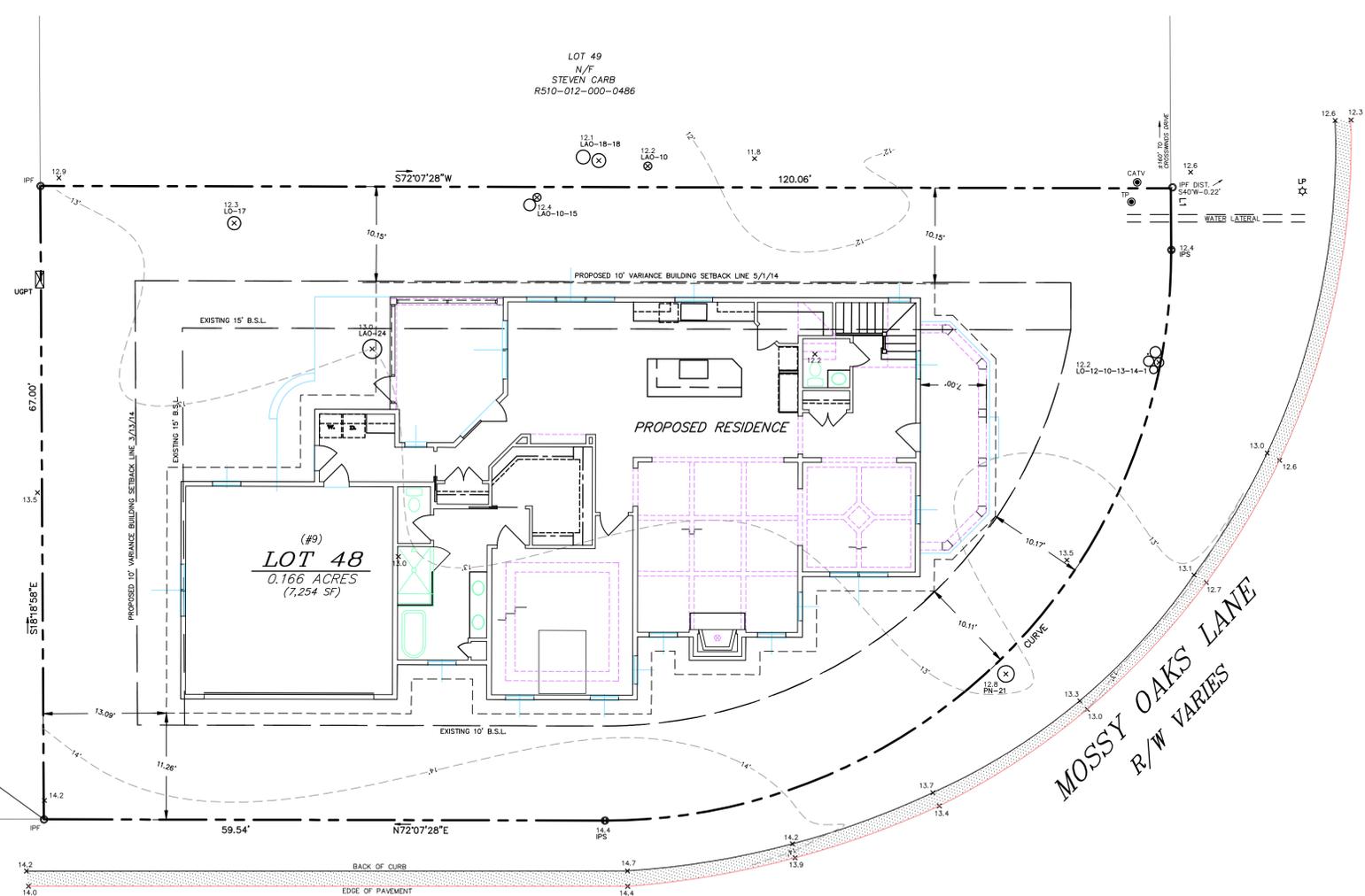


CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT CHORD	BEARING	DELTA	
C1	60.00'	94.71'	60.47'	85.18'	N26°54'15"E	90°26'34"

LINE TABLE		
LINE	LENGTH	BEARING
L1	6.54	N18°18'58"W

LOT 64
N/F
ROBERT ALLEN FLETCHER
& MARGARET H. FLETCHER
R510-012-000-0488

TBM (TOP OF IPF)
EL. = 13.79' M.S.L.
NGVD-'29



MOSSY OAKS LANE
R/W VARIES

MOSSY OAKS LANE
R/W VARIES

REVISED: 5/1/14 - TO SHOW PROPOSED RESIDENCE AND VARIANCE SETBACK LINE

- NOTES:
- THIS PROPERTY LIES IN FLOOD ZONE A-7, B.F.E. = 14.0' PER FIRM PANEL 450250, 0008-D, EFFECTIVE 9/29/86.
 - THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. SAID PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, AND/OR ANY OTHER FACTS OF RECORD THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 - THIS PLAT DOES NOT CERTIFY THE ABSENCE OR PRESENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
 - LOCATIONS OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS AND ARE NOT CERTIFIABLE.
 - THIS SURVEY IS INTENDED ONLY FOR WHOM IT WAS PREPARED AND IS NOT TRANSFERABLE TO ANYONE, INCLUDING WITHOUT LIMITATION, SUBSEQUENT OWNERS OF THIS PROPERTY.
 - THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS: AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
 - THE BUILDING SETBACKS SHOWN HEREON ARE NOT CERTIFIABLE AND ARE SUBJECT TO CHANGE AND/OR VARIANCES. ALL BUILDING CODES AND RESTRICTIONS APPLICABLE TO THIS SITE SHALL BE VERIFIED WITH THE PROPER AUTHORITIES PRIOR TO ANY AND ALL IMPROVEMENTS.
 - PLAT BEARINGS HAVE BEEN ROTATED TO AGREE WITH STATE PLANE COORDINATES.

LEGEND

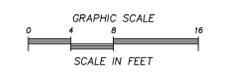
B.S.L.	BUILDING SETBACK LINE
CATV	CABLE TV PEDESTAL
DIST.	DISTRIBUTED
ICV	IRRIGATION CONTROL VALVES
IPF	IRON PIN FOUND
NEW	NEW IRON PIN SET
LAO	LAUREL OAK
LP	LIGHT POST
LP	LIGHT POST
PN	PINE
SSMH	SANITARY SEWER MANHOLE
TP	TELEPHONE PEDESTAL
UGPT	UNDERGROUND PROPANE TANK

A.P.N. R510-012-000-0487

REFERENCE PLAT:
A PLAT OF PHASE II, CROSSWINDS SUBDIVISION
PREPARED BY: CONNOR & ASSOCIATES, INC.
DATED: 3/3/1999; LAST REVISED: 8/22/2000
PROJECT NO.: BAC-001
RECORDED IN: PLAT BOOK 75 @ PAGE 16

LABEL DESCRIPTIONS (TYP.)

○	18.4	→	TREE LOCATION
—	→	→	GROUND ELEVATION
PN 18	→	→	TREE SPECIES & DIAMETER (IN.)



ONE FOOT CONTOUR INTERVAL

PREPARED FOR:
FRANK V. SLOAN & CHERI SLOAN

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN."

MICHAEL R. DUNIGAN
S.C.R.L.S. No. 11,905

A TREE AND TOPOGRAPHIC LAND SURVEY OF
LOT 48 MOSSY OAKS LANE

A PORTION OF
PHASE II
CROSSWINDS SUBDIVISION
HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 8'
DATE: 2/5/2014
JOB No.: 51,335T

SURVEYED BY: LC/MS
DRAWN BY: RLM
CHECKED BY: MRD





TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Board of Zoning Appeals
VIA: Nicole Dixon, *Senior Planner and Board Coordinator*
FROM: Teri Lewis, *LMO Official*
DATE: January 6, 2014
SUBJECT: Appeal 130010

Staff has received an appeal Terry A. Finger, Esquire on behalf of the property owner, Kittredge S. Collins as Trustee of the Collins Family Trust Dated May 26, 1987 and Michael Moy, the owner and operator of On The Water Tours. Mr. Finger is appealing a letter sent from me to Mr. Collins regarding allowed uses on property located at 421 Squire Pope Road.

My letter states that On The Water Tours was issued a business license in error in 2013; the land uses assigned to the property do not allow the activities conducted by On the Water Tours.

Staff also reviewed a request made by Mr. Finger on behalf of Mr. Collins to consider jet skis as a form of embarkation and determined that this cannot be permitted. The original documents that were submitted when the Salty Fare development was being permitted indicate that only non-recreational ferry embarkation would occur at the Salty Fare dock. Based on this information, the Town cannot permit any other embarkation to occur unless and until such time that the property is rezoned to permit these uses.

Per the Code of Laws of South Carolina, specifically 6-29-800.B, upon receipt of an appeal staff is required to immediately transmit to the board all the papers constituting the record upon which the action appealed from was taken. The record as attached consists of the following documents: (1) Appeal Application, (2) Appellants Narrative, (3) December 11, 2013 letter from Teri Lewis to Kittredge Collins, (4) Salty Fare permitting documents, (5) Hilton Head Plantation Planned Unit Development Summary Sheet, (6) Revised Tract/Parcel Listing of Approvals and Changes to the Hilton Head Plantation Master Land Use Plan and (7) Land Management Ordinance (LMO) Section 16-4-209.E – Planned Development Mixed Use District, (8) LMO Section 16-4-1204 – Use Table and related e-mail communications.

Staff reserves the right to submit additional documents.

If you have any questions, please contact Teri Lewis at 341-4698 or teril@hiltonheadislandsc.gov.



Town of Hilton Head Island
 Community Development Department
 One Town Center Court
 Hilton Head Island, SC 29928
 Phone: 843-341-4757 Fax: 843-842-8908
 www.hiltonheadislandsc.gov

FOR OFFICIAL USE ONLY	
Date Received:	12/23/13
Accepted by:	OH
App. #: APL	130010
Meeting Date:	

Applicant/Agent Name: Terry A. Finger Company: Finger & Fraser, P.A.
 Mailing Address: P.O. Box 24005 City: Hilton Head State: SC Zip: 29925
 Telephone: 681-7000 Fax: 681-8802 E-mail: tfinger@fingerlaw.com

APPEAL (APL) SUBMITTAL REQUIREMENTS

If you are interested in submitting your appeal electronically please call 843-341-4757 for more information.

The following items must be attached in order for this application to be complete:

- A detailed narrative stating the Town Official or Body who made the decision, the date of the decision being appealed, the decision being appealed, the basis for the right to appeal, the grounds of the appeal, cite any LMO Section numbers relied upon; **and** a statement of the specific decision requested of the review body.
- Any other documentation used to support the facts surrounding the decision.
- Filing Fee - \$100.00 cash or check made payable to the Town of Hilton Head Island.

To the best of my knowledge, the information on this application and all additional documentation is true, factual, and complete. I hereby agree to abide by all conditions of any approvals granted by the Town of Hilton Head Island. I understand that such conditions shall apply to the subject property only and are a right or obligation transferable by sale.

I further understand that in the event of a State of Emergency due to a Disaster, the review and approval times set forth in the Land Management Ordinance may be suspended.

Applicant/Agent Signature: Terry A. Finger Date: 12-23-13

NARRATIVE

This Narrative is submitted with an appeal to the Board of Zoning Appeals for the Town of Hilton Head Island. This appeal is submitted by Terry A. Finger, Esq., on behalf of the property owner, Kittredge S. Collins as Trustee of the Collins Family Trust Dated May 26, 1989 and Michael Moy, the owner and the operator of On The Water Tours. The appeal is from the letter from Terry B. Lewis to Kittredge Collins dated December 11, 2013. Terry Lewis has determined, at a staff level, that the business license issued by the Town of Hilton Head to On The Water Tours for 2013 was issued in error, that the land uses assigned to the property do not allow the activities conducted by On The Water Tours, and that jet skis cannot be considered a form of embarkation.

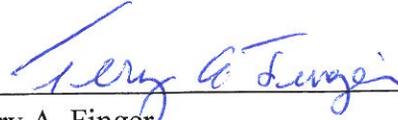
Kittredge S. Collins as Trustee of the Collins Family Trust Dated May 26, 1989 as the owner of the property, and Michael Moy, as owner of On The Water Tours, both have standing and the legal right to appeal the staff decision.

The grounds for the appeal are as follows:

1. The business license to On The Water Tours was not issued in error.
2. The Town has waived its right to attempt to revoke or rescind the business license of On The Water Tours.
3. "Embarkation" is not a defined term in either the LMO or any other operable documents concerning this property. The use of jet skis falls as an allowable use under embarkation.
4. "Non-recreational ferry embarkation" is not a defined term under the LMO or any other operable documents concerning this property.
5. The action of the Town is arbitrary and capricious and is based solely upon unfounded complaints from residences within Hilton Head Plantation.
6. The docking facilities at Salty Fare were designed and constructed in order to facilitate full water uses on the subject property.
7. The damages caused by the Town and its agents in publically alleging that the business license for On The Water Tours had been revoked have been extensive and on-going.
8. The Town's staff decision is not supported by facts, evidence, or law.

[Signature Follows]

FINGER & FRASER, P.A.



Terry A. Finger

P.O. Box 24005

Hilton Head Island, SC 29925

T: 843/681-7000 F: 843/681-8802

December 23, 2013

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, SC 29928

(843) 341-4600 Fax (843) 842-7228

<http://www.hiltonheadislandsc.gov>

Via E-mail

December 11, 2013

Mr. Kittredge Collins
3374 Jackson Street
San Francisco, CA 94118

Dear Mr. Collins:

Michael Moy, owner of On the Water Tours, operates a business out of property you own at 421 Squire Pope Road. The subject property which is part of the Hilton Head Plantation master plan is zoned PD-1 and as such has specific uses assigned to it. As you are aware, this business was issued a business license in error earlier this year; the land uses assigned to the property do not allow the activities conducted by On the Water Tours.

Staff has reviewed a request made by Terry Finger, Esquire on your behalf to consider jet skis as a form of embarkation and has determined that this cannot be permitted. The original documents that were submitted when the Salty Fare development was being permitted indicated that only non-recreational ferry embarkation would occur at the Salty Fare dock. Based on this information, the Town cannot permit any other embarkation to occur unless and until such time that the property is rezoned to permit these uses.

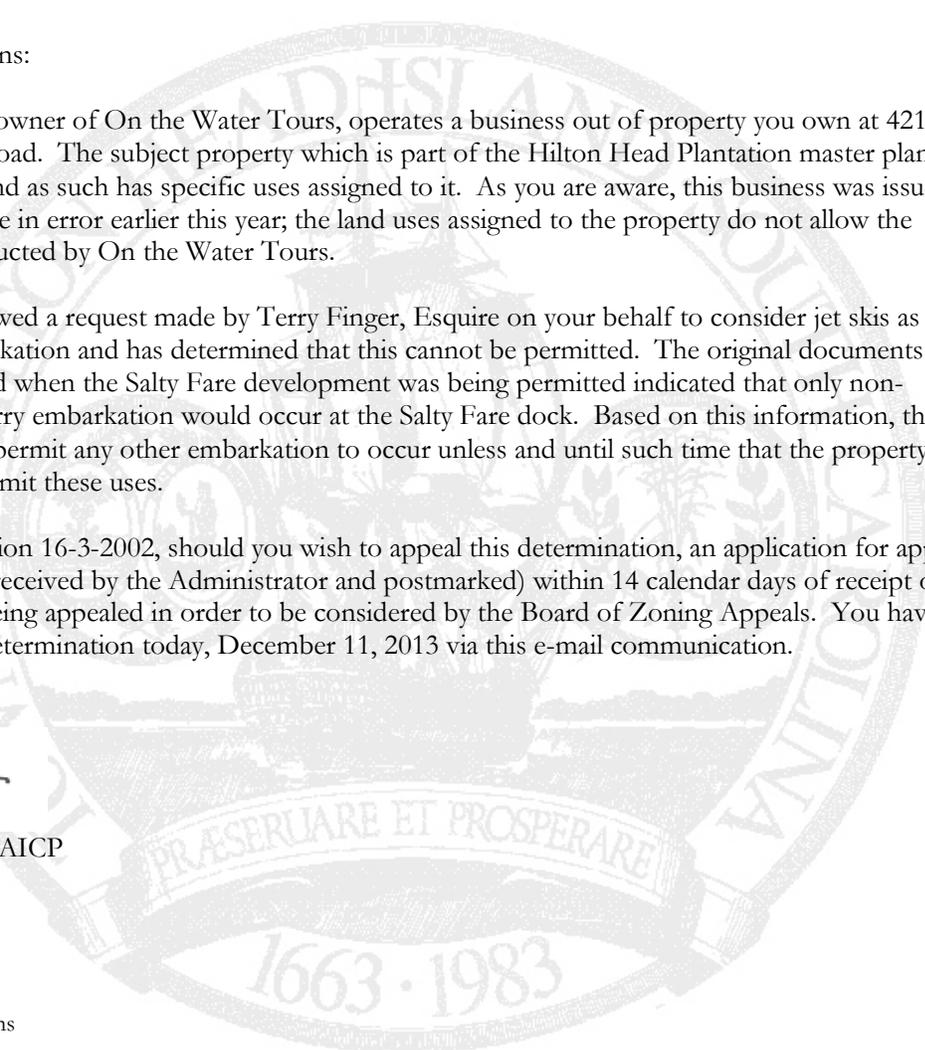
Per LMO Section 16-3-2002, should you wish to appeal this determination, an application for appeal shall be filed (received by the Administrator and postmarked) within 14 calendar days of receipt of the decision being appealed in order to be considered by the Board of Zoning Appeals. You have received the determination today, December 11, 2013 via this e-mail communication.

Sincerely,



Teri B. Lewis, AICP
LMO Official

cc: Terry Finger
Michael Moy
Brian Hulbert
Susan Simmons
Bret Martin



HILTON HEAD PLANTATION COMPANY, INC.

P.O. Box 1607, Hilton Head Island, South Carolina 29925

Sales Office: (803) 681-3307 • Executive Office: (803) 681-6173 • Administrative Office: (803) 681-6174

June 29, 1987

Mr. William Isael
Director of Planning
and Inspections
Town of Hilton Head Island
40 Palmetto Parkway
Hilton Head Island, SC 29928

Dear Bill:

I am writing to you regarding the Hilton Head Plantation Company's submittal of Phase I Salty Fare Village to the Town of Hilton Head Island for development approval. The purpose of this letter is to respond to your concern that Phase I Salty Fare Village may constitute a Master Plan change.

Phase I of Salty Fare Village consists of the following:

1. General Office - 6,363 sq. ft.
2. Specialty Retail - 632 sq. ft.
3. Warehouse - 3,190 sq. ft.
4. Pier
5. Parking

All of the above uses are compatible with the M-1 Zoning Designation for commercial property. The general offices, specialty retail, and warehouse spaces are comparable to similar uses in similar locations on the island.

The pier in Salty Fare Village will be used for embarkation to Melrose on Dafuskie Island. This type of use is less intensive than a recreational pier and is compatible with land uses of adjacent properties such as Schilling Boatworks and the plantation docks just to the north of this site.

A traffic analysis has been prepared to evaluate the traffic impact of implementing Phase I Salty Fare Village as shown on the attached analysis. It is anticipated that 133 new trips will be generated as a result of the implementation of Phase I Salty Fare Village.

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Mr. William Issel
Director of Planning and Inspection
Town of Hilton Head Island
June 29, 1987
page 2

In summary, it is our judgment that Phase I Salty Fare Village does not constitute a master plan change due to the fact that it complies with the definition of commercial uses for the property as designated within the M-1 Zoning Designation. The new trip generation as a result of Phase I is minimal and does not change the Level of Service of any of the roads leading to Salty Fare Village. In addition, it will lessen traffic on other roads such as Highway 278 south of Squire Pope Road and Palmetto Bay Road which are currently higher levels of service since Palmetto bay Marina is the south end embarkation for Melrose.

It is respectfully requested that the submission of Phase I Salty Fare Village be reviewed by the Administrator since the land uses proposed are in compliance with the Hilton Head Plantation Master Land Use Plan therefore not requiring a change in the Master Plan. The development must be in place by no later than November 1, 1987, in order for the Melrose Company to appropriately serve its membership. If we are required to submit this development as a change to the master plan the completion date could not be achieved and a financial hardship would be placed upon the developer.

Your consideration will be appreciated.

Sincerely,

William G. Peacher

William G. Peacher
General Manager

WGP:ccg

cc: Karen Speck Hart
Carey Smith
Tom E. Chko

Hilton Head Plantation
Salty Fare Village Traffic Analysis

<u>ALTERNATE LAND USES</u>	<u>NEW TRIPS TO ISLAND</u>
1. Salty Fare Village (Total Development	870
2. Commercial Development	2310
3. Single Family Residential	
- Full Size 19 acres @ 2DU/AC. x <u>10</u> Trips	380
- Patio 19 acres @ 3DU/AC. x <u>5.2</u> Trips	296
4. Multi Family Residential	
- 19 acres @ 8 DU/AC. x <u>5.8</u> Trips	882

HILTON HEAD PLANTATI

TRAFFIC

PHASE I
SALTY FARE

Land Use	Square Feet	Rooms/ Units	Occunancy	Trips Per Indicated Measure	Total Trips	New Trips Factor
1 Commercial (Gen. Office)	6,363			17.7/1000 SF	113	20%
2 Specialty Retail	632			40.7/1000 SF	26	20%
3 Warehouse	3,190			5.0/1000 SF	16	80%
4 Inn (50 Rooms)						
5 Yacht Club & Post Office (20 Parking Spaces)						
6 Restaurant & Lounge						
7 Reception Center/ Office						
8 Dormitory						
9 Warehouse						
10 Parcel 12 7.1 AC Convenience Store/ Gas Station & Parking						
11 Parcel 12 Mini Warehouse						

Total Trips Phase I

(1) The average stay in the Salty Fare Inn will be 3 nights, thus will generate 1 trip per day plus arrival and departure trips

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IN - SALTY FARE VILLAGE

ANALYSIS

TOTAL DEVELOPMENT
SALTY FARE

New Trips to Island	Square Feet	Rooms/Units	Occupancy	Trips Per Indicated Measure	Total Trips	New Trips Factor	New Trips to Island
23	13,900			17.7/1000 SF	246	20%	49
5	22,900			40.7/1000 SF	932	20%	186
13	9,600			5.0/1000 SF	48	80%	38
0		50	70%	1.43/Room(1)	50	100%	50
0	4,000			3.1/Space	62	100%	62
0	7,600			74.9/1000 SF	570	20%	114
0	3,300			17.7/1000 SF	58	20%	12
	16,600	45	100%	2.0/Room	90	100%	90
	41,100			5.0/1000 SF	206	20%	41
	3,000			5.5/1000 SF	16.5	20%	3
	25,000			2.8/1000 SF	70	20%	14
41				Total Trips Salty Fare Village			659

average of 2 room changes per week. Assuming each room
 $10/7 = 1.43$.

HILTON HEAD PLAN

TRAFFIC

PHASE I
MELROSE

Land Use	Square Feet	Rooms/ Units	Occupancy	Trips Per Indicated Measure	Total Trips	New Trips Factor
1 Residential (single family)		10	30%	2.0/DJ(1)	6	100%
2 Lodging A. Inn		52	70%	.57/Unit(2)	21	100%
B. Cottages		25	70%	0.6/Unit(3)	11	100%
3 Recreational 18 Hole golf course (170 ac)				1.4/AC(4)	238	20%
Sub-Total						
Only 60% will use Salty Fare Terminal						
4 Melrose Employees 2 Emp/Veh				2.0/Emp	40	100%

Total Trips Melrose Phase I

- (1) Melrose is a self-contained residential community - on a daily basis. Recognizing trips to the Island will be made for work, play, and family per average weekday to Hilton Head, or 2 trips per day.
- (2) The average stay in the Inn will be 3 nights, thus an average of 1.5 trips/night.
- (3) The average stay in a cottage is 1 week, thus an average of 7 additional trips to Hilton Head per stay = 4 trips/week or 4/7.
- (4) Assume 20% of golf use is day-trips -- not already on Daufuskie Island by 80% to 1.38 or 1.4/AC.
- (5) Some permanent employees will live on Daufuskie Island.

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STATION - MELROSE

ANALYSIS

TOTAL DEVELOPMENT
MELROSE

New Trips to Island	Square Feet	Rooms/Units	Occupancy	Trips Per Indicated Measure	Total Trips	New Trips Factor	New Trips to Island
6	350		30%	2.0/DU(1)	210	100%	210
21	52		70%	.57/Unit(2)	21	100%	21
11	100		70%	0.6/Unit(3)	42	100%	42
<u>48</u>				1.4/AC(4)	238	20%	<u>48</u>
86						Sub-Total	321
52						Only 60% will use Salty Fare Terminal	193
40				2.0/Emp	60	30%(5)	13
92						Total Trips Melrose	211

On basis no trips to Hilton Head Island are required. For shopping, we expect approximately 1 trip per

of 2 room changes per week. 4 trips/week : 7 = .57

• cottage change per week, plus assume one .5 AMOT.

• Island, thus the 6.9 trips/acre is reduced

HILTON HEAD PLANTATION - SALTY FARE VILLAGE

TRAFFIC ANALYSIS

COMMERCIAL

<u>Land Use</u>	<u>Square Feet</u>	<u>Trips Per Indicated Measure</u>	<u>Total Trips Ends</u>	<u>New Trip Factor</u>	<u>New Trips to Island</u>
1 Commercial (Gen. Office)	190,000	17.7/1000 SF	3363	20%	673
2 Specialty Retail	190,000	40.7/1000 SF	7733	20%	1547
					—————
					2220

MARINA

1 Boat Berths	150	3.0/Berth	450	20%	90
					—————
					2310

HILTON HEAD PLANTATION - SALTY FARE VILLAGE

RESIDENTIAL

SINGLE FAMILY

1 Residential	19.0 AC @ 3 DU/AC = 152 DU x 5.8 =	882
Patio	19.0 AC @ 3 DU/AC = 57 DU x 5.2 =	296
	19.0 AC @ 2 DU/AC = 38 DU x 10.0 =	380

SALTY FARE VILLAGE TRAFFIC ANALYSIS

LOS (LEVEL OF SERVICE)

<u>Road Name</u>	<u>Present LOS</u>	<u>Ultimate Buildout of Salty Fare & Melrose LOS</u>
Squire Pope Road	(2400/10,000).24 = A	(2734/10,000) .24 = A
Gum Tree Road	(4000/10,000).4 = A	(4400/10,000) .44 = A
Back Gate (Seabrook)	(700/ 5,200) .13 = A	(904. 5,200) .17 = A
Whooping Crane Way	(9130/12,000).76 = B	(9163/12,000) .76 = B

Level of Service is based on Ratio of Volume (V)/Capacity (C)

Information taken from Report by Wilbur Smith & Assoc.
Pages 13 through 16

HILTON HEAD PLANTATION COMPANY, INC.

P.O. Box 1607, Hilton Head Island, South Carolina 29925
Sales Office: (803) 681-3307 • Executive Office: (803) 681-6173 • Administrative Office: (803) 681-6174

PROJECT NARRATIVE FOR SALTY FARE VILLAGE, PHASE I

June 29, 1987

This application for development approval of Salty Fare, Phase I, is submitted as a part of the current and approved master plan for Hilton Head Plantation. The name, Salty Fare, was given to this project site by Sea Pines Plantation Company, in the 1970's when the property was then owned by that Company. At that time Sea Pines had designated Salty Fare for development and use as a small, commercial, water side "fishing village" of a project description similar to that of a quaint Nantucket seaside village. Today Phase I is in keeping with the character of Salty Fare as it was originally envisioned, and more importantly, is in compliance with the master plan elements of Hilton Head Plantation. The site location of Salty Fare, Phase I, is situated adjacent the southern and common boundary of Hilton Head Plantation with the property known as Schilling Boat Yard. The Phase I property is more fully described in this application.

The components of the development in Phase I are:

- a. Construction of an embarkation facility for the Melrose Club on Daufuskie Island. The embarkation facility was approved on June 24, 1987, by the South Carolina Coastal Council (Permit No. 87-3A-099-P) and has been approved by the U. S. Army Corps of Engineers. Copies of the SCCC permit and approval letter are attached and made a part of this application. This facility consists of a wooden pier, ramps and three sections of floating docks for the use of Melrose ferry boats and their passengers. All engineering and design work for this facility has been performed by Thomas & Hutton Engineers. Construction is scheduled to begin in July 1987 with completion in November 1987 to coincide with the completion date of the Melrose Inn, club cottages and several other operational elements of the Melrose Club.
- b. Construction of a wood frame, two-story building and other buildings described as a part of the attached site plan, and including:
 1. A building of ^{10,327}~~10,200~~ sq. ft. which will service a real estate sales office, reception center, small retail store, storage and warehouse functions.

2. A 2,600 sq. ft. rain and sun shelter designed to be open air and situated between the ~~10,300~~ ^{10,327} sq. ft. building and embarkation dock.
3. A small gazebo, approximately 250 sq. ft. to provide a shelter for evening musical performances and other outside functions.

The architectural firm for Phase I is Doug Corkern, Architects, Inc.

Road access to the project site will be off of Seabrook Drive, inside Hilton Head Plantation. The entrance road will be asphalt paved with service road access (asphalt paving) in front of and behind the two-story building. The access street in front of the building will terminate in a "Savannah Square" turnaround. Parking will be situated adjacent and behind the two-story building with approximately 150 spaces designed and engineered according to the attached Phase I site and drainage plan.

The existing Hilton Head Plantation security gate located near the access road off of Seabrook Drive will be relocated more to the interior of Hilton Head Plantation. Likewise, a boundary fence at Hilton Head Plantation now under construction will ultimately be extended to completely surround the perimeter of Salty Fare making it, not only a separate part of Hilton Head Plantation, but a separate and distinct project. In March of this year, the Hilton Head Plantation Property Owners' Association Board of Directors were given a complete overview of

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this project as were the property owners of Hilton Head Plantation at the April 1987 annual Property Owners' Association meeting at the Hilton Head High School. Both groups gave a most favorable reaction to the concept of the project.

Utility services will be provided by Hargray Telephone Company, Palmetto Electric Cooperative and Hilton Head Plantation Utility Company. The installation of water and sewer service lines will be completed by the Hilton Head Plantation Company, as the owner and developer of Salty Fare, Phase I, and then dedicated to the Hilton Head Plantation Utility Company for ownership and operation.

Landscaping, lighting and color blending of the construction elements of Salty Fare will provide a pleasing and pleasant environment for persons visiting and experiencing the completed facility. More detail of these elements are made a part of this submission.

Salty Fare will fall within the commercial guidelines and declaration of covenants and restrictions of Hilton Head Plantation. Those covenants and restrictions will insure the positive operation and maintenance of the facility in keeping with the standard of quality currently found at Hilton Head Plantation.

At the outset, Hilton Head Plantation Company will own and manage the properties and will dictate the policies through which Salty Fare will be bound in its operations. A net lease

agreement between owner and tenants will dictate the payment of association, regime and maintenance fees..

Any and all future additions or modifications to Salty Fare must be approved by the then current standards set by community and government agencies.

DEPARTMENT OF THE ARMY PERMIT

Permittee Hilton Head Plantation, A Melrose Company
Permit No. 87-3A-099
Issuing Office Charleston District

ATTN: Steve Kiser
Post Office Box 6779
Hilton Head Island, S. C. 29928

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

To construct an embarkation dock for ferry boats which transport property owners and their guests to the Melrose Development located on Daufuskie Island in accordance with the attached drawings entitled: Proposed Activity - Pier Construction, Beaufort County, South Carolina; Applicant: Hilton Head Plantation - Sheets 1, 2, and 5 of 7 Revised April 1, 1987; Sheet 7 of 7 Dated April 1, 1987; Sheet 3 of 7 Dated April 6, 1987; and Sheets 4 and 6 of 7 Revised April 6, 1987.

Project Location:

This project is located in Skull Creek (AIWW) at parcels 11 and 12, Seabrook Drive, Hilton Head Plantation, Hilton Head Island, Beaufort County, South Carolina.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on 30 June 1990. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

South Carolina Department of Health and Environmental Control

2600 Bull Street
Columbia, S.C. 29201

Commissioner
Michael D. Jarrett



May 29, 1987

Board
Moses H. Clarkson, Jr., Chairman
Gerald A. Kaynard, Vice-Chairman
Oren L. Brady, Jr., Secretary
Barbara P. Nussle
James A. Spruill, Jr.
William H. Hester, M.D.
Euta M. Colvin, M.D.

Hilton Head Plantation, A Melrose Company
P. O. Box 6779
Hilton Head Island, S. C. 29928

Re: Certification in Accordance with Section 401 of the Clean
Water Act, as amended.

Hilton Head Plantation, A Melrose Company
Construct an embarkation dock
Skull Creek (AIWW)
Beaufort County
P/N 87-3A-099-P

Dear Sir:

We have reviewed plans for this project and determined that there is a reasonable assurance that the proposed project will be conducted in a manner consistent with the Certification requirements of Section 401 of the Federal Clean Water Act, as amended. In accordance with the provisions of Section 401, we certify that this project, subject to the indicated conditions, is consistent with applicable provisions of Section 303 of the Federal Clean Water Act, as amended. We also hereby certify that there are no applicable effluent limitations under Section 301(b) and 302, and that there are no applicable standards under Sections 306 and 307.

This certification is subject to the following conditions.

1. A waste pumpout facility must be provided at the dock to service ferry boats used to transport people to and from Daufuskie Island. Plans for the pumpout must be submitted for review and approval to Mr. Mike Caughman, Director, Domestic Wastewater Division, S. C. Department of Health and Environmental Control, 2600 Bull Street, Columbia, S. C. 29201.

Hilton Head Plantation, A Melrose Company
Re: P/N 87-3A-099-P
Page Two
May 29, 1987

2. Only ferry boats owned by or under contract to the Melrose Company may be berthed overnight at the dock.
3. No one shall reside on or spend the night on any boat berthed at the dock.
4. As agreed to by Mr. Steve Kiser of the Melrose Company, marine sanitation devices on the ferry boats must be maintained and operated so that there are no through hull discharges.
5. The fueling system for the boats must be designed and constructed to current professional standards and approved by a professional engineer licensed to practice in South Carolina. The system must incorporate emergency cutoff switches and in-line safety valves to prevent accidental spills. Pipes delivering fuel to the dock must be of an appropriate material to withstand the saltwater environment. Fuel lines must be constructed underneath the dock and access pier so that the structure of the dock protects the pipes. Underground storage tanks must be constructed and maintained according to DHEC's Underground Storage Tank Regulations.

Sincerely,

Chester E. Sansbury

Chester E. Sansbury
Director, Division of Water
Quality & Shellfish Sanitation

CES:LET:krw
CC: Charleston District Corps of Engineers
DHEC District Office
S. C. Coastal Council

TOWN OF HILTON HEAD ISLAND
One Town Center Court, Hilton Head Island, S.C. 29928
803/842-8900 Fax 842-7728

Thomas D. Peoples
Mayor
Dorothy G. Perkins
Mayor Pro Tem

Council Members

Frank Brulman
James K. Carlin
Steven A. DeStamone
Willie (Bill) Ferguson
Earl W. Mallick

Stephen G. Riley
Town Manager

**NOTICE OF ACTION TAKEN
ON DEVELOPMENT PLAN APPLICATION**

Addressed to Owner:

The Melrose Club
P.O. Box 23285
Hilton Head Island, SC 29925

Copied to Applicant

Mr. Jack Best
The Melrose Company
P.O. Box 23285
Hilton Head Island, SC 29925

The Town of Hilton Head Island Planning Staff has reviewed the following project pursuant to LMO Section 16-7-661.

Approval Date: November 4, 1996

Application No: DPR-35-95

Development Plan Name: Salty Fare Parking Lot

Location: Seabrook Drive at backgate to Hilton Head Plantation

Reviewed By: Planning Staff

Type of Development: Parking lot for embarkation site

***Category of Use for Street Improvement Fee:** N/A

Tax Dist.: 530 **Map:** 3 **Parcel (s):** 126

Site Acre(s): 5.55 **Application filing fee:** \$80.00

Zoning Dist.: M-1, Hilton Head Plantation Master Plan **Trans. Dist.:** 52

Latest revision date of approved site plans: Site Development Plan for Salty Fare Parking prepared by Thomas & Hutton Engineering Co. (Job No. J-9633) Revised through August 21, 1996.)

Any variance(s)/ special exception/conditional use required and date granted: N/A



July 8, 1987

Mr. William G. Peacher
General Manager
Hilton Head Plantation Company, Inc.
P. O. Box 1607
Hilton Head Island, South Carolina 29925

RE: Salty Fare Village, Phase I

Dear Mr. Peacher:

This letter is in response to your letter of June 29, 1987 to William Issel regarding Town staff's concern as to whether the above referenced project would require a master plan change under the M-1 District of the LMO.

As we had discussed previously, it is agreed that the proposed embarkation site to serve Melrose located on Daufuskie Island was not envisioned under the Hilton Head Plantation Master Plan since the Master Plan predated any proposed development on Daufuskie Island. It was our request that you provide documentation comparing the impact of the embarkation site (Salty Fare Village) and general commercial uses as allowed under the Master Plan.

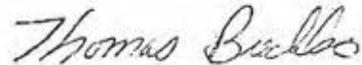
After careful review of the documentation submitted, it is the decision of the Administrator of the LMO that the proposed embarkation site for Melrose as submitted under the conceptual master plan for Salty Fare Village would not be a master plan change since the documentation demonstrates that it should have a lesser impact than general commercial development. This decision applies to the proposed embarkation site and any proposed change in the use of the docking facility would require re-evaluation of the use.

As had been previously noted, the proposed Bed and Breakfast Inn for Salty Fare Village and that portion of the commercial parking area on the eastside of Seabrook Drive that encroaches into the residential parcel will require changes to the Hilton Head Plantation Master Plan.

Mr. William G. Peacher
July 8, 1987
Page Two

If you have any questions concerning this matter, please
call me at 681-8396.

Respectfully,



Thomas Brechko
Current Planning Manager

cc: Planning Commissioners
Carey Smith, Town Manager
William Issel, Director of Planning & Inspections
Karen Popek Hart, Chief of Planning

HILTON HEAD PLANTATION

PLANNED UNIT DEVELOPMENT SUMMARY SHEET

I. General Location w/Vicinity Map

<i>General Location</i>	North part of the Island between non-PUD area of Squire Pope Road/Gum Tree Road and Palmetto Hall Plantation.	
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II. General Description & Special Conditions

<i>General Description & Special Conditions</i>	<p style="text-align: center;"><i>HISTORY OF HILTON HEAD PLANTATION</i></p> <p>Prior to 1983 Town incorporation, the original Master Land Use Plan for Hilton Head Plantation was approved by Beaufort County in 1974, and later amended in 1982 to include the Skull Creek Golf Course and most of the adjoining parcels. The original plan allowed for 7474 dwelling units on 3926.6 acres (1.9 DU's/acre; 251.2 commercial acres, 2061.6 acres of open space, etc.)</p> <p>In October 1983, Hilton Head Plantation submitted their Master Land Use Plan to the newly-incorporated Town for approval under the vested rights provisions of the County's Development Standards Ordinance. (During this time, the Town was still operating under the County's Development Standard Ordinance until January 19, 1987-- the adoption of the Town's own Land Management Ordinance.) As submitted, some of the parcels carried the same use designation as the original 1974 plan or were not designated. The October 1983 submission committed to a cap of 5950 dwelling unit maximum density, which was 50 units less than what was provided in the covenants and 1524 units less than the County-approved Master Plan. This submission was reviewed, but no formal action taken at this time.</p> <p>In May 1984, Hilton Head Plantation submitted an amendment to the Master Plan to further identify uses for previously undesignated parcels. This amendment included the "Summary</p>
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of Proposed Master Land Use Plan-- April 24, 1984." These changes were intended to reduce the amount of commercial acreage and to reduce the density on many parcels. The proposed plan called for a "potential of 6564 dwelling units" to allow for some flexibility as they develop the parcels. However, the Plantation also indicated they were committed to "no more than 5950 dwelling units" and would not exceed that number. The 1984 amendment also included 232.1 commercial acres, and 2057.4 acres of open space, golf courses, recreational, etc.

The permit for Preliminary Master Plan was issued August 14, 1984 (#D-00020).

When the Town adopted the Land Management Ordinance in 1987, they zoned the PUD to M-1, C-3 and M-2 zoning districts. In 1998, the LMO revised the zoning districts, designating the old M-1 zone to PD-1. Therefore, the Master Plan for Hilton Head Plantation should now contain only those areas designated as the new PD-1 zone. All non-PD-1 areas once contained in the Master Plan are to be regulated as per the requirements of their zoning district.

Skull Creek Marina received a Vested Rights Determination to complete the expansion of the boat slips, renovate the Harbourmaster's office within the existing footprint, and expand the clubhouse by 3,500 sf. Please see that file (VR-20-94) for more information.

The 1984 Master Plan map is the only stamped approved map.

OWNERSHIP

On November 1, 1985, the assets of the Hilton Head Plantation were purchased by the Melrose Company & Stephens, Inc. from the Southeast Holding Company, Ltd. The new management structure consisted of the Hilton Head Plantation Partnership (which was the sole shareholder in the Hilton Head Plantation Company, Inc-- the development corporation which served as the sales, development and operating entity for the new owners).

A Property Owners Association was formed and boundaries of their jurisdiction established. These boundaries excluded all commercial properties within the PUD.

GENERAL INFORMATION

The Hilton Head Plantation has its own Property Owners Association, an architectural review board and an internal building permit system for both the residential portion behind the 24 hour gates and the Main Street Commercial Owner's Association for the commercial portion outside the 24 hour gates. All development within the Plantation must still go through the town for design approval and a town-issued building permit.

Hotels, Motels or Inns: Main Street Inn, Quality Inn (Shoney's Inn)

Golf Courses: Bear Creek (18); Country Club of Hilton Head (18); Dolphin Head (18); and Oyster Reef (18). An Executive Cayman 9 hole golf course was approved for development, and 3 holes were constructed, although not to USGA golf course specifications. This golf course can be found on a map that was approved via Ordinance 87-24. The Cayman Golf Course was eliminated in 1999 (ZMA990008), when holes 1 and 8 were approved to be rezoned to SF and open space in 2 subdivisions (10 lots on hole 1 and 20 lots on hole 8+Parcels 4 & 5). Holes 2, 6, & 9 were rezoned to open space. Hole 7

was rezoned to SF in an administrative rezoning due to the platting of SF lots on an extension of Annabella Lane. Holes 3, 4, & 5 are part of the Cypress development and exist as open space (they look like golf holes but were not built to normal golf hole standards).

Commercial Areas:

1. Main Street Village (outside POA boundaries but within PUD boundaries); zoned PD-1 from Liberty Savings Bank to the electric substation, and CC & OM to Hospital Blvd.
2. Limited Commercial at the Old Fort Pub inside the plantation, see ZMA990006 (allowed uses are office, restaurant, or residential, density is 8,000 sf/acre or 8 du/acre).

DENSITY & LAND USE

Allowable Density and Land Use are determined by several items:

1. Parcel/tract designation and cap of the Master Plan (see Revised GIS Master Plan Map and Revised Tract/Parcel Listing of Approvals & Changes);
2. POA boundary & definitions;
3. Zoning district criteria.

Residential density is detailed for each parcel/tract and is summarized per the Revised Tract/Parcel Listing Update.

Non-residential density is specified within designated parcels as acreage. The PD-1 Zoning District does not allow this density to exceed a certain square footage (currently 10,000 sf/acre) unless so specified in the Master Plan. Note that the Limited Commercial area cannot exceed 8,000 sf/acre.

Transfer of Density: Density cannot be transferred between parcels without a zoning map amendment. According to the PD-1 zoning district, if the area is not developed to the allowed maximum, the area has lost the right to the unused density, unless plans specifically designate an area for the unused density to be used in a future phase.

Commercial Uses:

The general category of "commercial" allows those uses listed in the LMO which are measured by square footage. Even though hotel/motel/b&b/timeshares are under the "commercial" category, they are not specifically allowed under the term "commercial" as they are measured by "units." If the parcel is specifically designated for one of these uses, they are allowed.

To determine if a proposed use in the commercial area of the PUD (ie -Main Street) is permitted, first review Section 16-4-209-E to see if the use is restricted. Anything in the list in Section 16-4-209-E is ***not permitted*** within the PD-1 district unless the use is specifically named on the Master Plan. So, if a proposed use is listed, a ZMA is required to amend the Master Plan to specifically permit that use on that parcel.

For other commercial uses, refer to the Use Table in the LMO (Section 16-4-804). If the proposed use is listed under the Commercial category, it is permitted within the commercial area of the PD-1 district (Main Street). Note that for uses which require a special exception in other zoning districts, they ***do not*** require a special exception in the PD-1 District.

Some Land Use Terms as defined in the HHP POA Covenants dated April 17, 1997 are as follows (note that these definitions apply only to POA property):

Public and Commercial Site: any unimproved parcel of land within the Properties, intended for use as a site for improvements designed to accommodate commercial or business enterprises to serve residents and guests of HHP and/or the public, including but not limited to business and professional offices, facilities for the retail sale of goods and services, social clubs, restaurants, inns, lounges, indoor recreational facilities, marinas, and automobile parking facilities; provided, however, that a parcel of land shall not be deemed a Public and Commercial Site” until such time as a plat identifying such property as a public or commercial site is recorded in the Office of the Clerk of Court of Beaufort County.

Other POA land uses are defined in the Covenants.

Main Street Wetlands:

There are a number of parcels in the Main Street area that are subject to restrictive covenants. For the location of these areas, see plat in the Natural Resources file “Main Street Wetlands Master Plan” titled “Wetlands at Main Street Area” by Coastal Surveying and signed by Tom Brechko on May 27, 1997. (A copy of a portion of this plat follows this summary sheet.) These covenants were required as part of the subdivision approval for Main Street. The following activities are prohibited: clearing, filling, draining, flooding, dredging, impounding, cultivating, excavating, constructing or erecting (or otherwise improving the property), removing vegetation, burning, cutting, altering or otherwise destroying vegetation. Exceptions to these activities include: removing vegetation no greater than 4” dbh to create a pedestrian walkway, removing dead or diseased trees, removing hazardous trees, planting native shrubs and trees, constructing and maintaining pedestrian boardwalks and walkways only after receipt of appropriate local, state, and federal approvals, and passive wildlife management activities. See file for exact wording.

III. HISTORY OF CHANGES TO MASTER PLAN:

<i>ZMA #</i>	<i>Action</i>	<i>Date</i>	<i>Short Description</i>
ZMA-5-87 (Prop. Ord. 87-20)	DENIED	8-3-87	Rezoned Parcels L & M
ZMA-6-87 (Ord. 87-19)	APPROVED	8-17-87	Parcel I rezoned from residential to institutional (12,000 SF per acre), commercial (10,000 SF per acre), & residential (6 units per acre)
ZMA-14-87 (Ord. 87-23)	APPROVED	9-16-87	Boundary change removing a parcel along US 278 from M-1 to C-5 zone (take Suburban Propane out of HHP)
ZMA-10-87 (Ord. 87-24)	APPROVED	10-21-87	Rezoned parcels G, O, P, Q, R, T, V & W
ZMA-15-87 (Ord. 88-2)	APPROVED	1-18-88	Parcel 62, Tax Map 3 (Bethea property) rezoned from Open Space to 9 single family lots
ZMA-16-87 (Ord. 88-7)	APPROVED	5-16-88	Skull Creek marina rezoned to include 32 multi-family units
ZMA-1-88 (Prop. Ord. 88-14)	DENIED	6-6-88	Portion of Tract I rezoned from institutional & 6 dwelling units per acre to institutional & 13 dwelling units per acre
ZMA-4-90	WITHDRAWN	1-2-90	Parcel 62, Tax Map 3 (Bethea property) rezoned from 9 single family units to 36 multi-family

ZMA-1-91 (Ord. 91-6)	APPROVED	7-1-91	Parcels 412 through 419 on Map 4A rezoned outparcel from R-4 to M-1 (now PD-1) to include 45 single family units
ZMA-2-91 (Ord. 91-8)	APPROVED	7-1-91	Seabrook Farm & Stables rezoned to Recreation Area with conditions
ZMA-1-92 (Ord. 92-15)	APPROVED	4-6-92	Tax Map 3 Parcels 64A & 64B rezoned from 60 multi-family units to 14 single family units
ZMA-5-92 (Ord. 92-27)	APPROVED	8-3-92	Tax Map 4A Parcel 26 rezoned from open space to 2 single family lots
ZMA-6-92 (Ord. 93-3)	APPROVED	2-1-93	Parcel I rezoned from 12 SF & 1 church site to 16 single family lots with conditions (Drayton Park)
ZMA-7-92 (Prop. Ord. 92-38)	WITHDRAWN	11-92	M-1 to R-3 and add AH (Affordable Housing Overlay)
ZMA-8-92 (Ord. 93-18)	APPROVED	8-16-93	Tax Map 2 parcel 203 (Parcel FF) rezoned to 1 single family lot and 3.3 acres open space with access to Elliott Cemetery
ZMA-2-94 (Ord. 94-18)	APPROVED	6-21-94	Incorporates 10.08 acres (Tax map 4 Parcel 3) into M-1 (now PD-1) with a specific land use to permit 24 single family units and that access be from Oyster Reef Drive
ZMA-4-94	DENIED	12-7-94	Changes to Infrastructure; Whooping Crane Way and Main Street
ZMA-1-95	WITHDRAWN	3-31-95	Old Fort Pub & Sales Office rezoned to Restaurant & food & beverage service
ZMA-5-95	APPROVED	6-21-95	Roundabout at Whooping Crane & Main Street
ZMA-6-95 (Prop. Ord. 96-05)	DENIED by TC	1-23-96	Old Fort Pub & Sales Office rezoned to Restaurant & food & beverage service
ZMA-3-96	WITHDRAWN	3-12-96	Tract AA rezoned to allow 12 duplex townhouses
ZMA-10-98 (Ord. 99-08)	APPROVED	3-16-99	Main Street Inn rezoned to 34 room motel and 1200 SF restaurant limited to 67 seats
ZMA-01-99	WITHDRAWN	8-27-99	Dolphin Head Country Club Telecommunications Tower
ZMA-02-99	WITHDRAWN	5-21-99	Cayman golf course rezoned to single family & open space
ZMA990006 (Ord. 99-28)	APPROVED	10-5-99	Old Fort Pub & Fort Mitchell rezoned to historic & limited commercial
ZMA990008 (Ord. 99-32)	APPROVED	11-3-99	Cayman golf course rezoned to open space & single family residential
ZMA000004	WITHDRAWN	2000	Parcel 42 & 43 along Main Street rezoned to conservation/open space and transfer their density to Site "A" which will be brought into the PUD for a transitional care facility
ZMA010001 (Ord. 2001-19)	APPROVED	8-21-01	Pelican Watch Way (Tract A) rezoned from recreational to single family
ZMA070003 (Resolution 2007-25)	DENIED by TC	9-4-2007	Subdivide Lot 16 Towhee Road into 2 single family lots resulting I increase of one dwelling unit to residential cap of HHP
ZMA080002 (Ord. 2008-23)	APPROVED	9-2-08	Portion of Jarvis Creek Park rezoned from PR to PD-1 with a specific use of Not for Profit Children's Day Care Center

ADMINISTRATIVE APPROVALS:

<i>Number</i>	<i>Date</i>	<i>Short Description</i>
ZMA-18-87	6-2-87	Determination that development of hotel/motel in Main Street subdivision does not constitute a ZMA, as "commercial use" is allowed & hotel/motel can be interpreted as such. This approval applies to only Shoney's Inn. Any other development involving hotels/motels will necessitate a ZMA. Letter from HHP Company dated 6-22-87 indicates that Shoney's Inn is determined to be a "hotel" with 136 rooms equating to 169 multi-family units.
ZMA-19-87	7-8-87	Determination that proposed embarkation site for Melrose at Salty Fare Village does not constitute a ZMA
ZMA-10-88	4-11-88	Changed Parcel EE (Ribaut Island) from multi-family to single family & density reduction from 8 units to 6 units per acre
ZMA-9-89	3-13-89	Parcel H & I changes-- Parcel H rezoned from 90 single family units to 29 single family units Parcel I rezoned for 4 church sites, a 2.24 acre commercial tract, & a portion for conservancy. It previously allowed institutional uses and/or multi-family at 6 units per acre, conservation area, & 2.24 acres of commercial
ZMA-5-90	8-9-90	Changes to Parcel 9, 10 & 11 (Cypress area)
ZMA-3-93	12-15-93	Parcel II rezoned from 3 single family units per acre to 3 single family units per acre or open space/passive recreation but not a combination of these two uses
ZMA-4-95	5-10-95	Can't find Admin. Approval letter from the Town. Letter dated 3-21-95 from Town to Jack Best indicates a formal request is needed. Request was to create 3 new single family lots on Outerbridge Circle in Bay Club (Approval letter NOT in file)
ZMA-11-96	2-28-96	Changes to Cypress area & Salty Fare
(See ZMA-5-95)	2-29-96	Repeal of earlier condition regarding roundabout
ZMA-11-98	12-22-98	Parcel 28 of Tax Map 7B rezoned from commercial use to institutional use
ZMA-04-99	3-26-99	Parcel 304 of Tax Map 4H rezoned from commercial to institutional. Maximum density is 10,000SF per acre
ZMA-05-99	4-13-99	Changes to Parcels 5 and 6, Golf Holes 7 and 8, and open space to adjust the boundaries of these parcels and golf hole 8 and eliminate golf hole 7. Two plats approved by the Town on Annabella Lane were done so without regard for the Master Plan, this administrative rezoning cleans up the area and legalizes those lots platted in the golf hole 7 area
ZMA990007	7-13-99	Designates Tax Map 7B Parcel 36 as Institutional with a maximum density of 10,000SF per acre, for a maximum of 16,200 square feet. If this parcel is combined with 7B-44, this density can be used anywhere on the two parcels
ZMA060014	11-1-06	Grandview rezoned from 12 multi-family units to 12 single family units
ZMA060015	11-21-06	Parking lot for Old Fort Pub rezoned from Historic to Limited Commercial (clean up from 990006)
ZMA080003	5-1-08	Portion of Sunflower Court right-of-way rezoned to open space

***FOR CURRENT DENSITIES, SEE CHART ENTITLED
"TRACT/PARCEL LISTING OF APPROVALS & CHANGES"***

**REVISED TRACT/PARCEL LISTING OF APPROVALS & CHANGES
HILTON HEAD PLANTATION MASTER LAND USE PLAN**

Note: This chart summarizes the changes since the Town approved the Master Plan in June, 1984 (before zoning was adopted by the Town in 1987). It is based on the original Master Plan table entitled "Summary of Proposed Master Land Use Plan, April, 1984" and all changes since then. It should be used in conjunction with a revised GIS Master Plan Map.

Tract	Location/ Development Name	Acres	Dwelling Units	Non- Residential Density	Density Remaining	Comments
A	Hickory Forest	5.0	3	0	2	<ul style="list-style-type: none"> • ZMA010001 rezoned from Recreation to Single Family • Maximum number of single family lots is 3, as requested in the application. None of the PC or TC minutes or the ordinance specified a density or number of lots permitted. • In 2002, 9 lots platted by County in error, 3 single family lots exist with wetland parcels
B		3.0	0	0	0	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan next to Outparcel • Used as access to Stonegate Drive and Open Space
	Stonegate Drive	22.13	45	0	5	<ul style="list-style-type: none"> • ZMA-1-91 rezoned the Outparcel from R-4 to PD-1 to add it into Hilton Head Plantation • Rezoning assigned 45 single family units to this parcel • Developed as Stonegate Drive with 45 single family lots (5 vacant)
C	Oyster Reef Cove	6.2	15	0	0	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Developed as Oyster Reef Cove with 15 single family lots
D	Crooked Pond Parcel	14.0	18	0	0	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Developed as Sweetwater Lane with 18 single family lots
E	Fire Station #5	2.3	0	12,600SF	0	<ul style="list-style-type: none"> • Designated as Fire Station & Security • Area of open space surrounds Fire Station to North • DPR070020 redevelopment of Fire Station #5
F	Executive Offices	10.0	0	61,443SF	0	<ul style="list-style-type: none"> • Shown as Future Development & Executive Offices on Original Master Plan • Developed as Hargray (1905SF), Banks, Medical Offices, Insurance Offices, and Real Estate Offices • See Commercial Property Spreadsheet for breakdown of square footage per use

Tract	Location/ Development Name	Acres	Dwelling Units	Non- Residential Density	Density Remaining	Comments
G	Main Street Commercial	44.3	169MF (Shoney's)	266,933SF 34 Rooms	16,941SF	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Main Street Platted 44.3 acres designated as commercial • Admin. Approval ZMA-18-87 allocated 169 multi-family units to the Shoney's Inn now the Hampton Inn (136 rooms) • ZMA-10-87 rezoned Main Street Inn to a Bed & Breakfast Inn with 35 rooms (supposed to be converted to residential density, no evidence this was done) • ZMA-10-98 rezoned Main Street Inn to 34 room Motel and 1200SF restaurant limited to 67 seats (rezoned to make conforming) • Admin. Approval ZMA-11-98 rezoned Parcel 28, Map 7B from commercial to institutional (previously a funeral home, now a church) • See Commercial Property Spreadsheet for breakdown of square footage per use
H	Knollwood Drive	22.5	30	0	0	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Admin. Approval ZMA-9-89 rezoned from 90 single family lots to 29 single family lots • Knollwood Drive platted with 30 lots (5 lots part of Drayton Park)
I	Drayton Park & Meeting Street		16	46,062SF	5,542SF	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • ZMA-6-87 rezoned from residential to commercial with 10,000SF per acre, institutional with 12,000SF per acre, & 6 units per acre • Admin. Approval ZMA-9-89 rezoned from institutional, 6 units per acre, conservation, and commercial to 13 single family units, 4 church sites, 2.24 acres commercial, and conservation area • ZMA-6-92 rezoned 13 single family lots and 1 church to 16 single family lots with conditions. All other areas of Tract I are still as rezoned in ZMA-06-87 and the administrative rezoning. • Drayton Park platted with 16 single family lots • ZMA-4-99 rezoned Parcel 304 on Map 4H from commercial to institutional with a maximum density of 10,000 SF per acre • Churches include: Bible Baptist Church (5497SF built 5542SF remaining), Church of Jesus Christ of Latter Day Saints (8122SF), All Saints Episcopal Church (15968SF), & Congregation Beth Yam Church (10933SF)

Tract	Location/ Development Name	Acres	Dwelling Units	Non- Residential Density	Density Remaining	Comments
J	NE corner of Meeting and Main Streets	5.1	0	13,298SF	0	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Admin. Approval ZMA990007 rezoned Parcel 36 on Map 7B from commercial to institutional and reconfigured the boundary of Tract J to include this parcel in Tract I. • Parcel 36 is a parking lot for All Saints Episcopal Church • Other parcels developed as Island Lutheran Church (7448SF) & North Island Baptist Church (5850SF)
K	Between US 278 & Electric substation	3.1	0	10,987SF	0	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Developed as Main Street Car Wash (3818SF), Island Tire (7169SF), & Electric Substation
L	Between US 278 & Elementary school	8.8	NA	NA	NA	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • No longer in Hilton Head Plantation • Currently zoned OL • 2 lots purchased by the Town in 1997
M	Between US 278 & Marshside Apts.	19.9	NA	NA	NA	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • No longer in Hilton Head Plantation • Currently zoned OL • Portion purchased by the Town in 1997
N	Reserved Spray area & road R-O-W	20.0	0	0	0	
O	Cypress Area		29 251MF 55 beds	0	4	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Originally allowed 6 units per acre for 438 multi-family units on 73 acres • ZMA-10-87 made changes to Parcels 8, 13, 14, 15, 16, & 17 • Admin. Approval ZMA-11-96 gives development summary • Admin. Approval ZMA-11-96 rezoned Parcel 15 & 16 from 73 multi-family units to 67 multi-family units • Cypress developed with 196 multi-family apartments • Bay Club is separate line in table • Cypress developed with 75 cottages (55 multi-family & 20 single family) • Preston Health Care Facility now has 55 beds (11 memory care & 44 skilled nursing) • Parcel 52 on Map 3A subdivided into 5 single family lots (off Cypress Marsh Drive) • One parcel still has 4 single family units assigned that have NOT been developed

Tract	Location/ Development Name	Acres	Dwelling Units	Non- Residential Density	Density Remaining	Comments
P	Cypress Area by HHP Back Gate & Embarkation Parking Lot	6.32	0	208 Parking Spaces	0	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Includes Parcel 12 & originally permitted 60 multi-family units or 10 acres of commercial development • ZMA-10-87 put a 15,000SF per acre cap on commercial development on Parcels 11 & 12 with a combined maximum of 50,000SF. • Part of Parcel 12 developed as parking lot for Salty Fare. The permitted commercial density from the two parcels may cross between Parcel 11 & 12. • DPR000037 permitted 208 parking spaces for Daufuskie Embarkation
Q	Salty Fare & Bay Club		51	10,283SF	0	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Includes Parcels 10 & 11 and originally permitted 164 multi-family units or 20.6 acres of commercial • ZMA-10-87 put a 15,000SF per acre cap on commercial development on Parcels 11 & 12 with a combined maximum of 50,000SF. • ZMA-10-87 included provisions for a 50 room Bed & Breakfast Inn at Salty Fare • Parcel 11 developed as parking lot for Salty Fare. The permitted commercial density from the two parcels may cross between Parcel 11 & 12. • Admin Approval ZMA-5-90 changed the boundary of Parcels 9, 10, and 11 • Parcel 9, 10, and part of 11 developed as the Bay Club which includes 49 single family units and one recreation parcel (originally approved for 10 units per acre, which would be 74 multi-family units) • Salty Fare Village Phase I developed as 10, 283SF of commercial space • Salty Fare Village Phase II is still undeveloped but is approved for a 50 room Bed & Breakfast Inn or 7 multi-family units or 15,000SF of commercial (one use may be developed not a combination of the three) • Admin. Approval ZMA-4-95 eliminated the 50 room Bed & Breakfast Inn or 7 multi-family units or 15,000SF of commercial and added 2 single family lots into the Bay Club for a total of 51 single family lots • Cannot find Admin. Approval ZMA-4-95 letter
R	Cypress Area near Conservation		0	0	0	<ul style="list-style-type: none"> • ZMA-10-87 made Tract R part of Parcel 15 in the Cypress • No density allocated to Tract R • Open Space

Tract	Location/ Development Name	Acres	Dwelling Units	Non- Residential Density	Density Remaining	Comments
S	Utilities (Water Tower)	5.6	0	0	0	<ul style="list-style-type: none"> • ZMA-10-87 made Tract S part of the Cypress • Two DPRs for this property allow a communications shelter and 6 antennas to be added on top of the water tower
T	Palm View Drive & Annabella Lane		42	0	1	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • ZMA-10-87 number Tract T as Parcel 4, 5, & 6 and originally approved for 35 single family units • ZMA990008 combined Parcels 4 & 5 and Cayman golf hole #8 and allowed 20 single family lots and open space • Buffer between parcel T & stables & Parcel U required by original Master Plan • Platted 20 lots on Palm View Drive • Platted 6 lots along Seabrook Drive • Admin. Approval ZMA-5-99 adjusted the boundaries of Parcels 5 & 6 and golf holes #7 & #8. • Platted 16 additional lots on Annabella Lane (1 vacant) • Several errors in subdivision plats in the Annabella Lane area (See Binders for more info.)
U	Utilities & Seabrook Stables	2.0	0	0	0	<ul style="list-style-type: none"> • ZMA990008 portion rezoned from single family to open space • See Written Interpretation dated 7-29-98 • DPR0500015 allowed for use of this area for RV and Boat parking
V	Glenmoor Place		17	0	0	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • ZMA-10-87 renumbered Tract V to Parcel 3 and originally approved for 63 multi-family units • Platted as Glenmoor Place with 17 single family lots • Unknown where permission was given to switch from MF to SF
W	Birkdale Court & County Club Court		35	0	2	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Originally approved for 45 single family • ZMA-10-87 renumbered Tract W to Parcel 1 with 31 single family units and Parcel 2 with 23 single family units • Parcel 1 platted as Birkdale Court with 12 single family lots • Parcel 2 platted as Country Club Court with 23 single family lots (2 vacant)

Tract	Location/ Development Name	Acres	Dwelling Units	Non- Residential Density	Density Remaining	Comments
X	Old Fort Pub & Fort Mitchell	1.44	0	4,400SF	0	<ul style="list-style-type: none"> Shown as Future Development on Original Master Plan ZMAA9900006 reconfigured Parcel X and surrounding properties and restricted the uses to Historic and Limited Commercial Gentleman's agreement to add tree buffer between residential to the south and future development of Parcel X. ZMAA9900006 allows residential at 8 units per acre and also restricted commercial uses to 8,000SF per acre Developed as Old Fort Pub (4400SF) and portion is Fort Mitchell
Y	Mariner's Cove & Courtyard by Skull Creek	6.6	66MF	0	0	<ul style="list-style-type: none"> Shown as Future Development on Original Master Plan Mariner's Point developed as 54 multi-family units DPR060003 developed the Courtyard at Skull Creek 12 multi-family units
Z	Prestwick Court	4.2	15	0	0	<ul style="list-style-type: none"> Shown as Future Development on Original Master Plan Platted as Prestwick Court with 15 single family lots
AA	Margarita Court & Santa Maria	14.6	40	0	3	<ul style="list-style-type: none"> Shown as Future Development on Original Master Plan Platted as Margarita Court & Santa Maria with 32 single family lots (3 vacant) Unknown where permission was given to switch from MF to SF Platted Santa Maria with 8 single family lots in 1999
Near BB	Old Fort Drive, Way, & Lane & Bethea Property	89.5	81	0	2	<ul style="list-style-type: none"> Shown as Future Development on Original Master Plan Platted as Old Fort Drive, Way, & Lane with 78 single family lots (2 vacant) ZMA-15-87 rezoned the Bethea Property from Open Space to 9 single family lots Bethea Property platted with 3 single family lots

Tract	Location/ Development Name	Acres	Dwelling Units	Non- Residential Density	Density Remaining	Comments
CC	Skull Creek North	78.4	174	0	15	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Platted as Anna Court with 6 single family lots • Platted Gaspee Court with 6 single family lots • Platted as Carma Court with 10 single family lots • Platted as Florencia Court with 6 single family lots • Platted as Neptune Court with 10 single family lots (1 vacant) • Platted as Seabrook Drive with 29 single family lots in this section (2 vacant) • Platted as Christo Drive with 19 single family lots (2 vacant) • Platted as Isabella Court with 8 single family lots • Platted as Flagship Lane with 28 single family lots (3 vacant) • Platted as Catalina Court with 11 single family lots • Platted as Santa Maria Drive with 10 single family lots (1 vacant) • Platted as Seabrook Landing Drive with 31 single family lots (6 vacant) • Total of 174 single family units
DD	Elliot's Point	48.0	85	0	6	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Admin. Approval ZMA-18-87 reduced allowable density from 288 multi-family units to 119 multi-family units • Platted as Sam's Point Lane with 17 single family lots (1 vacant) • Platted as Barksdale Court with 11 single family lots (1 vacant) • Platted as Ladson Court with 5 single family lots (1 vacant) • Platted as Bayley Point Lane with 28 single family lots (2 vacant) • Platted as Seabrook Landing Drive with 3 single family lots (1 vacant) • Platted as Seabrook Drive with 21 single family lots • Total of 85 single family units • Unknown where permission is to switch from MF to SF
EE	Ribaut's Island	42.4	61	0	17	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Admin. Approval ZMA-10-88 reduced allowable density from 339 multi-family units to 258 single family units (6 per acre) • Platted as Ribaut's Island with 61 single family lots (17 vacant)

Tract	Location/ Development Name	Acres	Dwelling Units	Non- Residential Density	Density Remaining	Comments
FF	Elliot Cemetery & Parcel 203 Map2	4.317	1	0	0	<ul style="list-style-type: none"> • Shown as Future Development & Elliot Cemetery on Original Master Plan • ZMA-8-92 designates 1 single family lot & 3.3 acres open space with access to Elliott Cemetery with conditions
GG	Bear Creek Drive & Loggerhead Court	7.0	13	0	2	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Platted as Bear Creek Drive with 7 single family lots (2 vacant) • Platted as Loggerhead Court with 6 single family lots
HH	Spring Lake Parcel at Plantation House	1.7	0	0	0	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Incorporated into Spring Lake Recreation area and purchased by the HHP POA
II	Spring Lake Parcel at Cygnet Court	6.3	10	0	10	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Admn. Approval ZMA-3-93 changed use from 3 single family units per acres to 3 single family units per acre OR open space/passive recreation (only one use may be developed, not a combination of the two) • These parcels are owned by HHP POA and remain undeveloped • See Written Interpretation 7-29-98
JJ	Sara Court	3.9	10	0	0	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • Platted as Sara Court with 10 single family lots
KK	New Tract created for Manor Court Lane	11.6	10	0	1	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • ZMA990008 changed golf hole 1 to single family lots and open space – also changes Village at Skull Creek from 46 multi-family units and open space to 10 single family lots • Platted as Manor Court Lane with 10 single family lots (1 vacant)
7	Seabrook Drive across from Parcel KK	2.33	6	0	0	<ul style="list-style-type: none"> • Shown as Future Development on Original Master Plan • ZMA-10-87 created Parcel 7 and allocated 9 units MF or SF (4 units per acre) • Platted as Seabrook Drive with 6 single family lots
	Grandview Condos & Single Family		12 20MF	0	12	<ul style="list-style-type: none"> • Shown as Skull Creek Marina on Original Master Plan • ZMA-16-87 added 32 multi-family units to area • DPR000017 approved for 32 multi-family condo units – only 20 units built • Admn. Approval ZMA060014 changed 12 multi-family units to 12 single family units • SUB060019 approved for 12 single family lots – infrastructure not in – no plat stamped

Tract	Location/ Development Name	Acres	Dwelling Units	Non- Residential Density	Density Remaining	Comments
	Seabrook Farm & Stables	10.523	0	0	0	<ul style="list-style-type: none"> ZMA-2-91 changed designation to Recreation Area with condition that it does not incorporate approval for any indoor recreational facilities and any request for indoor recreational facilities would have to be submitted to the PC for approval
	Village at Skull Creek		17 127MF	0	0	<ul style="list-style-type: none"> Developed as Village West with 72 multi-family units Developed as Village North with 18 multi-family units Developed as Spinnaker with 9 multi-family units Developed as Commodore with 28 multi-family units Developed as Sunset Place with 17 single family lots
	Honey Locust Circle Lots	0.389	2	0	0	<ul style="list-style-type: none"> ZMA-5-92 added 2 single family lots to Honey Locust Circle known as Lots 131A and 132A
	Pearl Reef Lane	10.079	25	0	1	<ul style="list-style-type: none"> Shown as Outparcel on original Master Plan ZMA-2-94 added Parcel 3 Map 4 into HHP and allocated 24 single family units Platted as Oyster Reef Crossing with 25 single family lots (1 vacant)
	TOTAL From Above		863 688MF	426,006SF 34 Rooms 208 Spaces	83 22,483SF	<ul style="list-style-type: none"> Density allocated in above Tracts also noting where density remains undeveloped
	Approved Master Plan		2895SF 91MF	0	126	<ul style="list-style-type: none"> As shown on original Master Plan Includes Fernwood (37MF), Hilton Head Club Villas (18MF), Indian Springs (36MF) 126 lots originally platted single family lots remain undeveloped – 9 of these lots have been combined with another lot – the dwelling unit was not lost so these lots are assigned 2 dwelling units
	TOTALS	3927	3758 779MF	426,006SF 34 Rooms 208 Spaces	209 22,483SF	<ul style="list-style-type: none"> 209 single family units remain of these 9 units are in combined lots, 14 units are not platted, 12 units are assigned to Grandview (not fully developed), error in Parcel A (3 lots approved – 9 lots platted by County – 1 lot shown on approved plan) leaving 172 vacant platted lots of record

As of December 2008:

Total SF units/lots developed or planned =	3758
Total MF units developed or planned =	<u>779</u>
Total Residential units/lots =	4,537

(From the Original 1984 Town Master Plan approval: Total Dwelling Units not to exceed 5950, including those portions of the Plantation outside the security gates, which includes Marsh Side at 244 & Marsh Point at 140 units. 5950 – 244 – 140 = 5566; which is 1,095 more than will be developed at build-out – the 4,537 figure above reflects build-out of the plantation.)

Density for Commercial Acres are regulated by the cap if established in the above table, or by the requirements for the PD-1 zoning District.

Note: Conditions of June, 1984 approval of Master Plan:

1. The total number of dwelling units within the boundaries of the HHP shall not exceed 5950, including those portions of the Plantation outside the security gates.
2. A treed buffer shall be provided by the Applicant between parcels "T" and "U" as shown on the Master Plan, and shall be noted on page 3 of "Summary of Proposed Master Land Use Plan."
3. The HHP POA must consent to any connections which may be proposed between the proposed road ROW designated as Parcel "N" on the Master Plan and other streets in the Plantation, including, but not limited to: Sentry Oak Lane, Twisted Oak Court, Headlands Drive and Cypress Marsh Drive. This shall be noted on the Master Plan and on page 2 of "Summary of Proposed Master Land Use Plan."
4. Existing major drainage ways and outfalls shall be noted on Master Plan so as to indicate major drainage patterns (no engineering review is required).

Note: Conditions of Ordinance 87-24 (ZMA-10-87):

1. A 15,000 square feet per net acre cap be set for commercial development in parcels #11 and #12. In addition, the combined total for retail commercial uses within parcels #11 and #12 shall be 50,000 square feet.
2. In the mixed use parcels, density shall be calculated on a net acre basis. Since parcel #12 will include a parking area associated with uses on parcel #11, the net acre provision shall be allowed to cross between parcels #11 and #12.
3. The 44 bed health care facility shall be counted under the residential density cap totals based on trip generation rates outlined in the Institute of Traffic Engineer's Trip Generation Manual and following the procedure for bed & breakfast inns outlined in #4 below.
4. The rooms of the bed & breakfast inns (50 rooms in Saly Fare Village & 35 rooms in Parcel G, Main Street) shall be counted under the residential dwelling unit cap (either single family or multi-family) at appropriate rates set forth in LMO Section 16-7-755.

Note: Conditions of Ordinance 91-8 (ZMA-2-91):

1. That this revision does not incorporate approval for indoor recreational facilities. Any request for indoor recreation facilities would have to be submitted to the Planning Commission for approval.

Note: Conditions of Ordinance 93-3 (ZMA-6-92):

1. A 20 foot buffer be provided at the rear of proposed lots 37 through 40 and a 15 foot buffer be provided along the south boundary of lots 36 and 37, with five feet of these buffers to be maintained in a clear state for security vehicle access;
2. A 20 foot buffer be maintained in all commons areas;
3. A deed restriction be established for lots 25 through 30 to designate and protect wetlands;
4. Authorization from the Bear Creek Golf Club for the Property Owner's Association drainage ditch maintenance be obtained; and
5. The open space areas be deeded to the Hilton Head Plantation Property Owner's Association.

Note: Conditions of Ordinance 93-18 (ZMA-8-92):

1. That a 15 foot wide leisure path open space area be deeded to the POA at the rear of the single family lot adjacent to the Dolphin Head Golf Course;
2. That arrangements for a driveway to access this lot be devised to the satisfaction of the POA Board;
3. That arrangements also be made by the applicant for the POA to maintain the permanent access to the cemetery;
4. That the applicant deed the Elliott Cemetery property to the Mt. Calvary Baptist Church; and
5. That the applicant provide a copy of the revised master plan to the Town.

Note: Conditions from ZMA 5-95:

1. That the POA conduct a referendum approving the removal of the dirt pile on Main Street and take any other steps needed to prevent further objection from the POA to the opening of Main Street, and that this be accomplished before work begins on the Whooping Crane/Main Street intersection.;
2. The POA is authorized to utilize the Harris Teeter escrow funds in the amount of \$30,424.37 which was previously approved for a stop light;
3. The POA is to install a reduced radius right-turn from US 278 into Whooping Crane Way and use a target date of March 1, 1996 for improvement. (Later repealed by vote of Planning Commission & Administrator dated 2-29-96.)
4. The Planning Commission was not approving the location of the pathway at this time; and
5. The Planning Commission recommends that the second left-turn be implemented by the town.

Note: Conditions of Ordinance 99-8 (ZMA-10-98):

1. Limited indoor and outdoor seating up to 67 seats in the existing 1200 square foot restaurant.

Sec. 16-4-209. - PD-1—Planned Development Mixed Use District

- A. The purpose of this Planned Development Mixed Use District is to recognize the existence within the Town of certain unique mixed use Planned Unit Developments (PUDs) which are greater than 250 acres in size. Generally, these PUDs have served to establish the special character of Hilton Head Island as a quality resort and residential community and it is the intent in establishing this District to allow the continuation of well-planned development within these areas.
- B. In limited situations, the zoning map places some commercially planned portions of those PUDs in other base districts to more specifically define the types of commercial uses allowed.
- C. PUD-1 Listed Master Plans. The following PUDs are included in the PD-1 District and their Town-approved "master plans" including associated text and any subsequent amendments are hereby incorporated by reference as a part of the Official Zoning Map and Land Management Ordinance text:
 - 1.Hilton Head Plantation
 - 2.Indigo Run
 - 3.Long Cove Club
 - 4.Palmetto Dunes Resort (including Shelter Cove)
 - 5.Palmetto Hall
 - 6.Port Royal Plantation (and surrounds)
 - 7.Sea Pines
 - 8.Shipyard Plantation
 - 9.Spanish Wells Plantation
 - 10.Wexford Plantation
- D. These master plans and associated text, as approved and, when applicable, as amended by the Town, establish general permitted uses and maximum area densities for the PUDs, except as may be modified by the overlay of a specific district other than the PD-1 District. Undesignated areas on these master plans shall be considered as open space.
- E. In the PD-1 District the following uses are restricted to locations where the Town-approved master plan or master plan text specifically states such uses are permitted. In addition the specific use standards of [Chapter 4](#), Article XIII, must be met for any new use or changes to the site for any existing such use.
 - 1.Adult Entertainment
 - 2.Auto Rentals
 - 3.Auto Sales
 - 4.Convenience Stores
 - 5.Divisible Dwelling Units

6. Gas Sales
7. Interval Occupancy
8. Liquor Store
9. Marinas
10. Nightclub or Bar
11. Outdoor Entertainment
12. Telecommunications Facilities
13. Truck or Trailer Rental
14. Veterinary Hospital
15. Watercraft Sales or Rentals
16. Water-Oriented Embarkation Facilities
17. Tattoo Facilities

F. Amendments to these master plans and/or master plan text shall follow the requirements set forth in Chapter 3, Article XVII.

Sec. 16-4-1204. - Use Table

Specific Use	CO N	P R	RS 2	RS 3	RS 4	RS 5	RS 6	RM 4	RM 8	RM 12	SM U	WM U	MM U	CC W	DC W	CF B	R D	N C	O L	O M	C C	IL	OC IL
P = Permitted By Right PC = Permitted With Conditions SE = Special Exception																							
Residential Uses																							
Group Living								PC	PC	PC							PC	P C			P C		
Household Living																							
Single Family			P	P	P	P	P	P	P	P	P	P	P				P	P	P	P	P	P	
Multifamily Residential								P	P	P	P	P	P				P	P	P	P	P	P	
Mixed Use											P	PC	P			P	PC	P	P	P	P	P	
Manufactured Housing Park								PC	PC	PC													
Public and Civic Uses																							
Aviation/Surface Passenger Terminal																							SE
Community Service		P						P		P	P	P	P			P		P	P			P	
Day Care								PC		PC	PC	P	PC			PC			P	P		P	C
Educational Facilities																							
Colleges																						P	P
Schools, Public or Private								SE		SE												P	P
Government Facilities								PC	PC	PC	P		P	P	P	P	P	P	P	P	P	P	P
Hospitals																					P		
Institutions																							
Religious Institutions								PC	PC	PC	P		P				PC	P	P	P	P	P	P
Other Institutions								SE	SE	SE	SE	SE	SE				SE	SE	SE	SE	SE	SE	
Parks and Open Areas																							
Cemetery		P	SE	SE	SE	SE	SE	P	SE	P	P	P											
Park, Community		P						SE		SE		P	SE	P		P	P	SE	SE	SE	SE		
Park, Linear		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Park, Mini		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Park,		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P					

2/8/00—Ordinance 2000-04; Revised 4/25/00—Ordinance 2000-13; Revised 5/16/00—Ordinance 2000-15; Revised 8/15/00—Ordinance 2000-23; Revised 3/6/01—Ordinance 2001-04; Revised 4/3/01—Ordinance 2001-17; Revised 3/19/02—Ordinance 2002-06; Revised 10/21/03—Ordinance 2003-31; Revised 1/6/04—Ordinance 2004-01; Revised 5/4/04—Ordinance 2004-22; Revised 8/17/04—Ordinance 2004-32; Revised 6/21/05—Ordinance 2005-19; Revised 9/20/05—Ordinance 2005-21; Revised 2/7/06—Ordinance 2006-02; Revised 9/5/06—Ordinance 2006-19; Revised 3/6/07—Ordinance 2007-05; Revised 1/15/08—Ordinance 2008-01; Revised 11/3/09—Ordinance 2009-35)

Sent to Bruce Seeley: Wed, Dec 11, 2013 3:10pm

If it is a non recreational ferry boat it is ok.

Teri Lewis

Sent to Teri Lewis: Wed, Dec 11, 2013 3:08pm

The following business is located at Salty Fare and I have been asked to forward this to you. Is this a permitted use at that location?

[sent copy of screen from Business License software for Account #12357]

Bruce Seeley

Sent to Teri Lewis: Mon, Nov 18, 2013 9:14am

Can we get together today and discuss this to put the issue to rest.

Brian Hulbert

Sent to Teri Lewis: Fri, Nov 15, 2013 12:28pm

This issue arose due to the noise of the jet skis and we are going to find a stretch in the law to allow those. However, the kayaks and sail boats don't have motors and I assume the dolphin tour boat would be minimal noise; the quiet ones are the ones we are going to disallow.

While I realize that the "law may be the law", this seems like a strange resolution. But this is just a personal, common sense comment. Teri, you are the official and I defer to your official judgment.

Did Michael receive and provide us the approval documentation to have the floating dock? I think we asked him to do this – can't remember whether it was DNR or DHEC approval?

Brian and Teri,

At what point are we going to discuss this with Steve? I think he might need to know before you call Michael again or Brian talks to Terry. As I've stated before, I don't think this will be the end of this matter.

Susan Simmons

Sent to Brian Hulbert and Susan Simmons: Fri, Nov 15, 2013: 11:49am

I talked to Michael Moy last Friday – I had decided that he could do the floating dock but that because he embarkation use is not currently an allowed use in the master plan we were going to consider it grandfathered for the way they have been doing embarkation (by ferry boat). He then asked me what that meant for his kayaks, 2 sail boats and his dolphin tour boat because those can't be accessed from a floating dock. I don't think that he can do those (unless he can make it work from the floating dock). I think the only water oriented business he can do from the salty fare property right now is embarkation by ferry based on what isn't in the master plan. I need to communicate this to him but wanted to give you the benefit of reviewing this first before I contact Michael Moy.

Teri Lewis

Sent to Teri Lewis, Fri, Nov 15, 2013: 11:26am

Terry called me asking if any information was available re the status of Michael Moy (the embarkation issue for jet skis etc.) Susan had also raised this issue last week asking where we stood.

Can you let us know where we stand? Yes I realize you are very, very, very, busy.

Brian Hulbert

Sent to Teri Lewis: Tues, Sept 17, 2013: 3:58pm

Dear Teri,

Please insure that this letter to the Town Council is placed before all the members.

Re; Salty Fare **ZMA** 130004

The Members of the Town Council of Hilton Head
One Town Center Court
Hilton Head Island, SC 29928

I purchased the property known as Salty Fare as an commercial real estate investment. My due diligence process informed me of the rights and uses for the property. The principal value was and is for "embarkation" and commercial use.

My original request was to legalize embarkation and to use my docks for water recreation activities. I applied for three zoning uses: Water Orientated Use, Embarkation Use, and Watercraft Rental Use, believing that a water front property is an appropriate venue for each use. The planning process and my quest to compromise with the residents from the communities of Hilton Head Plantation and the Cypress lead me to withdraw my request for Watercraft Rentals. Your Planning Department and your Planning Commission agreed that the proposed uses are appropriate to the site, voting 6-1 to approve.

The August 28th hearing before the planning and Development Standards Committee voted 3-0 to deny; basing it's decision on the uncertainty of the zoning regulation for Water Orientated Use. The members of the sub-committee stated that if the zoning request were to be approved, the owner of Salty Fare could run unlimited types of watercraft and unlimited numbers of watercraft units from the docks. Essentially, the denial was focused only on Water Orientated Use and questioned the lack of specificity describing the zoning use I have , in good faith, applied for. My request for legalizing embarkation was never discussed in any hearing.

On the evening following the motion to deny, I sent an email to planning staff stating that I formally withdrew my application for water orientated use, but that I wanted to proceed with legalizing the embarkation use, a use that has been in effect since the property was developed.

Today, at the eleventh hour I have learned that my application before you is a either /or proposition: that both zoning uses might be considered or perhaps, you will send the embarkation request back to planning for further consideration while denying the water orientation use. I do not believe the Town's intent is to place me in a position to gambol and loose the ability to reapply for either embarkation use or for water orientated use for a year. Therefore, I have informed Teri Lewis to withdraw my application.

I would like to restate my position. Salty Fare has been an embarkation property that has great benefit to the Island of Hilton Head. After twenty five years of legal nonconforming embarkation use, I believe it is in every one's interest formally legalize this use. I intend to reapply. My neighbors, the Cypress and the Board of Hilton Head Plantation will object to this request as well, arguing that Embarkation Use is too broad; that use from Salty Fare should only be allowed to embark to Daufuskie Island. This is the same argument successfully used against my application for Water Orientated Use; that the zoning description is too broad and what might occur in the future. In my opinion, when your sub-committee denied my zoning request despite the approval of the planning commission, it arbitrarily did so, stating that the zoning rules are unclear. I relied upon those rules and paid my fees to do so. This is not right. A town has to support applications base on its rules.

The larger issue is this: Mr. Coltrane, representing Hilton head Plantation and the Cypress has stated that my property is a "buffer zone" and a "transition" property. The objections to my application are designed to serve their interests over and above not only my property rights but to the detriment of the business community of Hilton Head Island. The motion to deny by your Planning and Development Standards Committee appears to be a political decision to support one party against another. It is a blatant taking of ones property right by another private property. A Town Council can not allow itself to endorse such behavior.

Sincerely,
Stewart Kittredge Collins

Sent to Teri Lewis: Tues, Sept 17, 2013 1:30pm

Dear Teri,

Thank you for your email and the attachment of Curtis Coltrane's letter re my zoning request. Thus far I have been working on the assumption that I would be treated fairly by the Town of Hilton Head and by my adversaries, the Cypress and Hilton Head Plantation. When the Cypress and HHP first voiced objections to the proposed ZMA, the stated reasons for their concern was that of noise. I invited the objectors to salty Fare for a demonstration of the water craft in action and agreed to stand before the Cypress to answer questions regarding my ZMA request. It was my impression that the objection based on noise was mitigated. Furthermore, I agreed to withdraw my request for Watercraft rental as an attempt to find compromise. Mr. Coltrane is incorrect stating that I withdrew my request for Watercraft Rental "just prior to the August 7th, 2013 public hearing." I withdrew the Watercraft Rental the day of the Q and A session at the Cypress and I strenuously object to Mr. Coltrane's assertion that I withdrew at the last moment.

Immediately after the August 28th Planning and Development Standards Committee vote of disapproval vote, a decision based on an apparent rebuke of the wording of the Water Orientated Use definition, I withdrew my application for Water Orientated Use. At that point in the process there had been no objection (or discussion) for or against Embarkation Use at Salty Fare. Therefore I chose to request that only Embarkation Use be considered at the Town Council meeting.

Let me state this as clearly as I can: I do not wish that Water Orientated Use is to be considered today. I have withdrawn that request. If, by requesting the Town Council vote to change the present status of "legal nonconforming embarkation use" to legal conforming" I will be subject to denial on Water Orientated Use as well, I will withdraw my application entirely. I do not view this process as an opportunity to gambol.

I do not wish the Town Council to consider my request for Water Orientated Use. I asked that be withdrawn one day after the August 28th hearing. If I must withdraw my entire application for Embarkation to do this, please do so.

Sincerely,
Stewart Kittredge Collins

Sent to Stewart Collins: Tues, Sept 17, 2013 10:45am

Kit-

Below is the link to the agenda for tonight's meeting and I have attached a letter that Curtis Coltrane just sent to be distributed to Town Council. As Anne discussed with you, the way that our Town Attorney advised us to proceed was to put the resolution denying the ZMA request (water oriented uses and embarkation) on the TC agenda. Staff included your e-mail requesting that water oriented uses be deleted from the request in the TC packet of information. At the meeting tonight, TC can either:

- Adopt the resolution (which denies the ZMA)

- Send the ZMA back to Planning Commission or the Planning & Development Standards Committee for review of embarkation only
- Ask staff to bring forward an ordinance to approve the embarkation use at the next TC meeting

I don't know which route TC will choose to go. You need to know that yesterday we were informed that eight people from Bay Club/The Cypress will be there tonight to speak and that I am hearing from Peter Kristian that they don't want embarkation at the Salty Fare site unless it can be guaranteed that it will be done exactly as it is now (same type of boat, only going to Daufuskie). I've explained to him that I can't write a definition that only applies to Salty Fare. In the absence of a definition for 'embark' in the LMO, I use the dictionary which states: *to go on board a vehicle for transportation*.

I cannot have a definition that is specific to the Salty Fare site that says only X type of boat can be used and it can only go from X to X.

The embarkation use is currently considered nonconforming and is grandfathered. If the use is stopped for greater than 12 months and this ZMA has not been adopted then the use will no longer be grandfathered. I am telling you this because the only business license on the site right now for the embarkation use is for Coastal Charters which is listed as water transportation. Per our Business License folks that license is currently delinquent and a discussion with the owner indicated that he was going to close it. He has not submitted the paperwork to close it yet but if he does then the 12 month clock will start running. It would be beneficial to you to keep the business license for this use current and open if you want to retain this use on the site.

I was out of the office Friday afternoon and most of yesterday but will be here most of today if you need to discuss this further.

Teri Lewis

Sent to Peter Kristian: Tues, Sept 17, 2013 10:23 am

Peter-

Per our discussion, if the embarkation use changes from a non-conforming grandfathered use to a conforming by right use there will be no difference in the use definition. Embarkation is embarkation whether it is conforming or nonconforming. The changing of the use to a by right use does not mean that the owner is limited to the same way the embarkation is being done today (i.e. they do not have to use the same kind of boat and only go to Daufuskie).

Since there is no definition for embarkation in the LMO I turn to the common dictionary definition of 'embark' which is: *to go on board a vehicle for transportation*.

I cannot have a definition that is specific to the Salty Fare site that says only X type of boat can be used and it can only go from X to X.

I hope this helps. Let me know if you have any other questions/concerns.

Thanks-

Teri

Sent to Teri Lewis: Mon, Sept 16, 2013 6:05 pm

Please confirm that Salty fare is on the agenda tomorrow. Specifically that the embarkation request is moving forward and that the Water Orientated Use is withdrawn. Noreen McMullin will represent me.

Thank you

Kit Collins

Sent to Teri Lewis: Fri, Sept 13, 2013 11:53am

Terri --As per my voice mail questions- We would like to know the difference in the use definition between the present “non-conforming use of Embarkation” assigned to the Salty Fare parcel and if that use would change, if the” by right” or conforming use of Embarkation were obtained?

Also in Staff’s view what would be the activities in general terms that would be permitted under the Use of Embarkation?

There is a fear that I believe is unfounded that the use of embarkation could be used to allow for instance Jet Skis to “Embark” from the dock or a high speed cigarette boat could be used to “Embark” to take passengers from Salty Fare to Savannah?

Peter Kristian

Sent to Teri Lewis: Fri, Sept 13, 2013 10:34am

Teri,

The Dafuskie Ferry Service closed 8/2/10

Palmetto Ferry Closed 6/27/11

Coastal Charters description says “water transportation” and is delinquent

Donna Horsman

Sent to Donna Horsman: Thurs, Sept 12, 2013 4:29pm

Donna-

Does the embarkation part of the activities at salty fare on Squire Pope have a business license?

Thanks-

Teri Lewis

Sent to Teri Lewis: Wed, Sept 4, 2013 9:31pm

Teri,

I sent an email to Anne on the 30th, indicating that I want to withdraw the Water Orientated Use but would like to move forward on the Embarkation Use. I have spoken with Peter Kristian and Mark Puntieri to see if their constituency is OK with approving Embarkation. They both indicated that they believed there would be no objection.

I am guessing from your email that Anne did not receive the email. Please ask her to look in her junk mail. I think we need to talk tomorrow. I had not intended to be there on the 17th. I will be in my office from 8 AM to 10 AM tomorrow. I will call you then.

Kit Collins

Sent to Stewart Collins: Tues, Sept 3, 2013 12:12pm

Mr. Collins-

I spoke with Charles Cousins (Community Development Director) and our town attorney today regarding the above project. I explained that you wanted to potentially withdraw the other water oriented uses portion of the ZMA but move forward with the embarkation portion of the ZMA. It was decided that the most efficient way to handle this is:

1. Anne will prepare a resolution for denial of the ZMA – this will be on the agenda for the September 17th Town Council meeting.
2. At the September 17th Town Council meeting, I will explain to Town Council (we will let the Town Manager know ahead of time) that you would like to modify the ZMA to remove the other water oriented uses portion of the ZMA and that you would like TC to approve the embarkation facility portion of the ZMA.

3. TC would then decide whether to adopt the resolution (denying the entire ZMA) or direct staff to bring forward an ordinance at the next TC meeting approving the embarkation facility.
4. If they opt to have staff bring forward an ordinance, first reading would be on October 1st and second reading on October 15th.

If you would like to go this route, you will need to be at the September 17th meeting and you will need to send something in writing to Anne by end of day tomorrow stating that you would like to modify the ZMA as indicated above. Please let us know as soon as possible how you would like to proceed. Anne will need to have all of her materials in for the September 17th meeting by this Thursday, September 5th.

Regards-

Teri B. Lewis, AICP
LMO Official

Sent to Councilman Bill Harkins: Wed, July 13, 2013 11:50am (Forwarded to Town Staff on Mon, Aug 5, 2013)

Dear Bill,

As my representative on the town council, I would like to discuss my zoning application status. As you know I have dropped the application for boat rentals as a compromise. The application includes Other Water Orientation Use and Embarkation. We would like to run tours using jet skies, kayaks, paddle boards, and boats (dolphin tours and other ecological excursions). Correct me if you will but in conversations with Mark Pantieri and Peter Kristian, those opposed to the water uses believe that the definition of the zoning use is too open ended and requires a precise rule as to what type of watercraft can launch from a dock. I agree with this. I am asking for specific uses, all of which will be guided. I do not want anything broader. The question is: how can I satisfy my neighbors and their representatives? If you have a moment, please share your wisdom with me.

Sincerely,

Kittredge Collins

Sent to Councilman Bill Harkins: Fri, June 28, 2013 3:57pm

Councilman Harkins-

Below is the substance of the e-mail that I sent to you this morning. I understand that you were unable to access it.

Per our discussion earlier this week below are examples of both water oriented uses and watercraft rentals.

Watercraft Rentals

- Individual rentals of various watercraft such as kayaks, boats, jet-skis

Other Water Oriented Uses

- Tours, parasailing, banana boats

Please keep in mind that the examples above are simply examples of how we would classify various watercraft/uses but is not necessarily inclusive of everything in either of those categories.

I know there was also discussion about whether it might be a better idea to simply pursue an LMO amendment to change how water related uses are classified. Staff does not recommend this course of action for a couple of reasons. There is already a rezoning application being considered, if it stays on

course, it could be decided by Town Council as early as the end of September. An amendment, though, including research, drafting and taking it through the state mandated process would not be decided by Town Council any earlier than late December.

I hope this provides you with the information that you were seeking.

Thanks-

Teri Lewis

Sent (via forwarded e-mail) to Teri Lewis: Thurs, June 6, 2013 8:45am

All-I have been informed that a Business License has been issued to the vendor operating the Water Craft activities at Salty Fare by the Town. All of the mentioned Water Craft activities are presently allowed (including Jet Ski rentals) under this Business License. Apparently a lower level employee was confused by the "Commercial" zoning designation on the property did not realize that "Water Craft Activities" was not permitted in the commercial zoning designation and issued the Business License back in February. The mistake for whatever reason did not reach upper level town staff until just recently.

I have spoken to Council member Bill Harkins about the situation as well as Town Manager Steve Riley. Due to the vendors investment in infrastructure improvements at the dock and other capital expenditures the Town's plan for the time being is to see if the zoning amendment passes in some form. If it passes in whole or in part the License will remain in effect subject to the modifications that may be imposed by the Town Council for the Zoning Change. If the Zoning Change fails the Town will move to rescind the Business License.

I know this is quite troubling.

Meanwhile negotiations between the owner of the property, Kit Collins and an interested party continues. Although the negotiations currently underway are private I am told that if an agreement in principle is reached to sell the property to the interested party the owner Kit Collins will take steps to stop the Water Craft Rental business as a show of good faith.

The hearing for the zoning change is set for June 19, before the Planning Commission. That hearing is still important, even though the Business License has been issued.

I will keep you posted. If an agreement for the sale of the property is reached prior to the June 19, Planning Commission meeting this entire exercise may be moot.

Stay tuned- Peter Kristian

Sent to Charles Cousins: Tues, May 21, 2013 2:43pm

Charles-

Anne and I sat down and came up with the below examples related to the uses that the Salty Fare rezoning requests:

- Water Oriented Embarkation Facilities
 - Ferry to some other location
- Water Craft Rentals
 - Individual rentals of various watercraft such as kayaks, boats, jet-skis
- Other Water Oriented Uses
 - Tours, parasailing, banana boats

Teri Lewis



**TOWN OF HILTON HEAD ISLAND
COMMUNITY DEVELOPMENT DEPARTMENT**

One Town Center Court	Hilton Head Island, SC 29928	843-341-4757	FAX 843-842-8908
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**STAFF REPORT
VARIANCE**

Case #:	Public Hearing Date:
VAR140002	May 19, 2014

Parcel or Location Data:	Property Owner & Applicant
Address: 27 Bellhaven Way Parcel#: R510 011 00C 0050 0000 Acreage: .08 acres Zoning: RM-8 (Moderate Density Residential)	Danielle and Jim Jacobs 27 Bellhaven Way Hilton Head Island, SC 29928

Application Summary:

Danielle and Jim Jacobs are requesting a variance from Land Management Ordinance Sections 16-5-704, Minimum Required Setback Area, and 16-5-806, Required Buffers, to construct exterior stairs and a patio within the 30 foot exterior boundary setback and buffer.

Background:

The subject parcel is located at 27 Bellhaven Way in the Mulberry Place Phase II subdivision off of Yacht Cove Drive. The parcel is bound by Shelter Cove Lane, Bellhaven Way and single family residential lots.

It was brought to staff's attention that the property owner was constructing a patio in the rear of the house without a building permit. When staff did an inspection they found the property owner had removed trees and started building without a building permit, and that the patio was being built within the subdivision's exterior boundary setback and buffer.

The Mulberry Place Phase II subdivision was approved in May 1995. In November 1996, Thomas Brencko, Manager of Current Planning, wrote a letter outlining changes to the approval. The letter states that, "Pursuant to the Memorandum of Understanding regarding the Yacht Cove Residential Development, setbacks and buffers along the external boundaries (of the subdivision) shall be maintained in accordance with the original approvals. In (the case of Mulberry Place Phase II), the minimum setback is 30 feet."

The original approvals and Memorandum of Understanding referenced in the letter were not included in the subdivision's file. Without the approvals or memorandum, it is unclear why a 30 foot exterior boundary setback and buffer was required for this subdivision. At the time the subdivision was approved in 1995, the LMO required a 20 foot exterior boundary setback and buffer for subdivisions. The LMO still requires a 20 foot exterior boundary setback and buffer for all single family residential subdivisions.

Since the patio was already under construction, the property owner had the choice of either removing what was

constructed or applying for a variance.

Applicant’s Grounds and Background for Variance, Summary of Facts and Conclusions of Law:

Grounds for Variance:

The applicant is requesting a variance from LMO Section 16-5-704, Minimum Required Setback Area, and 16-5-806, Required Buffers, to construct exterior stairs and a patio within the 30 foot exterior boundary setback and buffer. The applicant states in the narrative that they are requesting the variance to build the exterior stairs from the rear of the house because they do not have an exit from the rear and would like one in case of fire or emergency. The applicant also states that they are requesting the variance to construct a patio due to the surface condition of the rear of the property. The applicant states it is not safe for the children to play or for his mother in a wheelchair to be able to access the yard due to roots, weeds, bamboo and falling tree branches.

Summary of Facts:

- The applicant seeks a variance from LMO Sections 16-5-704, Minimum Required Setback Area, and 16-5-806, Required buffers, to construct exterior stairs and a patio within the 30 foot exterior boundary setback and buffer.

Conclusions of Law:

- Applicant may seek a variance from the requested LMO sections as set forth in 16-3-1901.

Staff Summary of Facts and Conclusions of Law:

Summary of Facts:

- Application was submitted as set forth in LMO Section 16-3-1903.
- Notice of the Application was published in the Island Packet on April 16, 2014 as set forth in LMO Sections 16-3-110 and 16-3-111.
- Notice of the Application was posted as set forth in LMO Sections 16-3-110 and 16-3-111.
- Notice of the Application was mailed as set forth in LMO Sections 16-3-110 and 16-3-111.
- The Board has authority to render the decision reached here under LMO Section 16-3-1905.

Conclusions of Law:

- The application is in compliance with the submittal requirements established in LMO Section 16-3-1903.
- The application and notice requirements comply with the legal requirements established in LMO Sections 16-3-110 and 16-3-111.
- The applicant has submitted an affidavit stating they met the mailed notice requirements as set forth in LMO Section 16-3-111.

As provided in Section 16-3-1906, Criteria for Approval of Variances, a variance may be granted in an individual case of unnecessary hardship if the Board determines and expresses in writing all of the following findings of fact.

Staff Summary of Facts and Conclusions of Law:

Criteria 1: There are extraordinary and exceptional conditions pertaining to the particular piece of property. (LMO Section 16-3-1906A(1))

Findings of Fact:

- The property is currently developed with a single family home.

- The property is approximately .14 acres and square in size.
- There are no wetlands or other significant natural features on the property.
- LMO Section 16-5-704, Minimum Required Setback Area, and Section 16-5-806, Required Buffers, require a 20 foot exterior boundary setback and buffer for single family residential subdivisions.
- There is a 30 foot exterior boundary setback and buffer along the back of the subject parcel, as shown on the plat and in the Memorandum of Understanding.

Conclusions of Law:

- This application does meet this variance criteria as set forth in LMO Section 16-3-1906A(1).
- Even though the property is a typical subdivision lot that doesn't contain any wetlands or other extraordinary natural features, it is subject to an exterior boundary setback and buffer 50 percent larger than is normally required.

Staff Summary of Facts and Conclusions of Law:

Criteria 2: These conditions do not generally apply to other properties in the vicinity. (LMO Section 16-3-1906A(2))

Findings of Fact:

- Since the LMO has required a 20 foot exterior boundary setback and buffer since 1995, most residential subdivisions have a 20 foot exterior boundary setback and buffer.
- The Mulberry Place Phase II subdivision has a 30 foot exterior boundary setback and buffer.

Conclusions of Law:

- This application does meet this variance criteria as set forth in LMO Section 16-3-1906A(2).
- The 30 foot exterior boundary setback and buffer that applies to this parcel generally doesn't apply to single family lots in other residential subdivisions.

Staff Summary of Facts and Conclusions of Law:

Criteria 3: Because of these conditions, the application of the LMO to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property. (LMO Section 16-3-1906A(3))

Findings of Fact:

- The Mulberry Place Phase II subdivision has a 30 foot exterior boundary setback and buffer.
- LMO Section 16-5-704, Minimum Required Setback Area, and Section 16-5-806, Required Buffers, require a 20 foot exterior boundary setback and buffer for single family residential subdivisions.
- The only reasonable location for a landing and staircase on the back of the house for emergency purposes would be within the 30 foot exterior boundary setback and buffer.
- The true application of the LMO for the 20 foot exterior boundary setback and buffer doesn't prohibit or restrict the use of the property, but staff finds that the 30 foot requirement does. The size of the patio can be reduced and built up to the 20 foot setback and buffer line.

Conclusions of Law:

- This application does not fully meet this variance criteria as set forth in LMO Section 16-3-1906A(3), but if the applicant revised the plans as suggested above, the criteria would be met.
- The application of the 30 foot exterior boundary setback and buffer would prohibit the construction of a second egress from the house, which is a reasonable use of the applicant's property.
- If the plans were revised and the patio was built within the 30 foot setback and buffer but only up to the 20 foot setback and buffer line, which the LMO currently requires, staff would find this a reasonable request.

Staff Summary of Facts and Conclusions of Law:

Criteria 4: This hardship is not the result of the applicant's own actions. (LMO Section 16-3-1906A(4)).

Findings of Fact:

- A 30 foot exterior boundary setback and buffer applies to the subject parcel.
- Most single family residential lots located on the boundary of a subdivision have a 20 foot exterior boundary setback and buffer.
- The proposed staircase and landing encroach several feet into the 30 foot setback and buffer.
- Adding the proposed staircase and landing would provide a second way to exit the house in case of emergency, which is a reasonable request.
- The true application of the LMO for the 20 foot exterior boundary setback and buffer doesn't prohibit or restrict the use of the property, but staff finds that the extra 10 feet of setback and buffer is a hardship on the applicant. The size of the patio can be reduced and built up to the 20 foot setback and buffer line.

Conclusions of Law:

- This application does not fully meet this variance criteria as set forth in LMO Section 16-3-1906A(3), but if the applicant revised the plans as suggested above, the criteria would be met.
- The 30 foot exterior boundary setback and buffer was not the result of the applicant's own actions.
- If the subdivision was approved with the typical 20 foot exterior boundary setback and buffer, the proposed staircase and landing would comply.
- If the plans were revised and the patio was built within the 30 foot setback and buffer but only up to the 20 foot setback and buffer line, which the LMO currently requires, staff would find this a reasonable request.

Staff Summary of Facts and Conclusions of Law:

Criteria 5: Granting of the variance does not substantially conflict with the Comprehensive Plan and the purposes of the LMO. (LMO Section 16-3-1906A(5))

Findings of Fact:

The LMO:

- LMO Section 16-5-704, Minimum Required Setback Area, states a 20 foot exterior boundary setback is required for single family subdivisions.
- LMO Section 16-5-806, Required Buffers, states a 20 foot exterior boundary buffer is required for single family subdivisions.
- The Mulberry Place Phase II subdivision was approved with a 30 foot exterior boundary setback and buffer.
- The proposed staircase and landing does not encroach into the LMO required 20 foot setback and buffer.
- Staff finds that should the applicant agree to reduce the size of the patio, allowing it to encroach only up to the 20 foot setback and buffer line would be reasonable and not in conflict with the LMO.

The Comprehensive Plan:

- The Comprehensive Plan does not speak to the specific site design issues in this application.

Conclusions of Law:

- This application does not fully meet this variance criteria as set forth in LMO Section 16-3-1906A(3),

- but if the applicant revised the plans as suggested above, the criteria would be met.
- The proposed staircase and landing, and patio if revised, would meet the current LMO standards for exterior boundary setbacks and buffers.
 - Since the Comprehensive Plan does not speak to this situation, the approval of this application will not substantially conflict with the Comprehensive Plan.

Staff Summary of Facts and Conclusions of Law:

Criteria 6: The authorization of the variance will not be of substantial detriment of adjacent property or the public good, and the character of the district will not be harmed by the granting of the variance. (LMO Section 16-3-1906A(6)).

Findings of Fact:

- Staff has not received any opposition or comments regarding this variance request.
- Staff did not identify any substantial detriment to the adjacent property that would be caused by granting the variance.
- The property adjacent to the subject property received a variance from the BZA on January 6, 2014 to build a staircase and landing in the exterior boundary setback and buffer for the purposes of a second exit from the home in case of an emergency.

Conclusion of Law:

- This application does meet this variance criteria as set forth in LMO Section 16-3-1906A(6) because the granting of this variance will not be a substantial detriment to the adjacent property and the public good.

Staff Recommendation:

Staff recommends that the Board of Zoning Appeals *approve* the application based on those Findings of Facts and Conclusions of Law as stated in the LMO Official Determination and this staff report with the following condition:

- *that the stairs, landing and patio are constructed only up to the 20 foot exterior boundary setback and buffer line*

BZA Determination and Motion:

The "powers" of the BZA over variances are defined by the South Carolina Code, Section 6-29-800, and in exercising the power, the BZA may grant a variance "in an individual case of unnecessary hardship if the board makes and explains in writing ..." their decisions based on certain findings or "may remand a matter to an administrative official, upon motion by a party or the board's own motion, if the board determines the record is insufficient for review."

This State law is implemented by the Hilton Head Island Land Management Ordinance, Chapter 2, Article III and the Rules of Procedure for the BZA. A written Notice of Action is prepared for each decision made by the BZA based on findings of fact and conclusions of law.

PREPARED BY:

ND
 Nicole Dixon, CFM
 Senior Planner & BZA Coordinator

April 29, 2014
 DATE

REVIEWED BY:

HC

Heather Colin, AICP

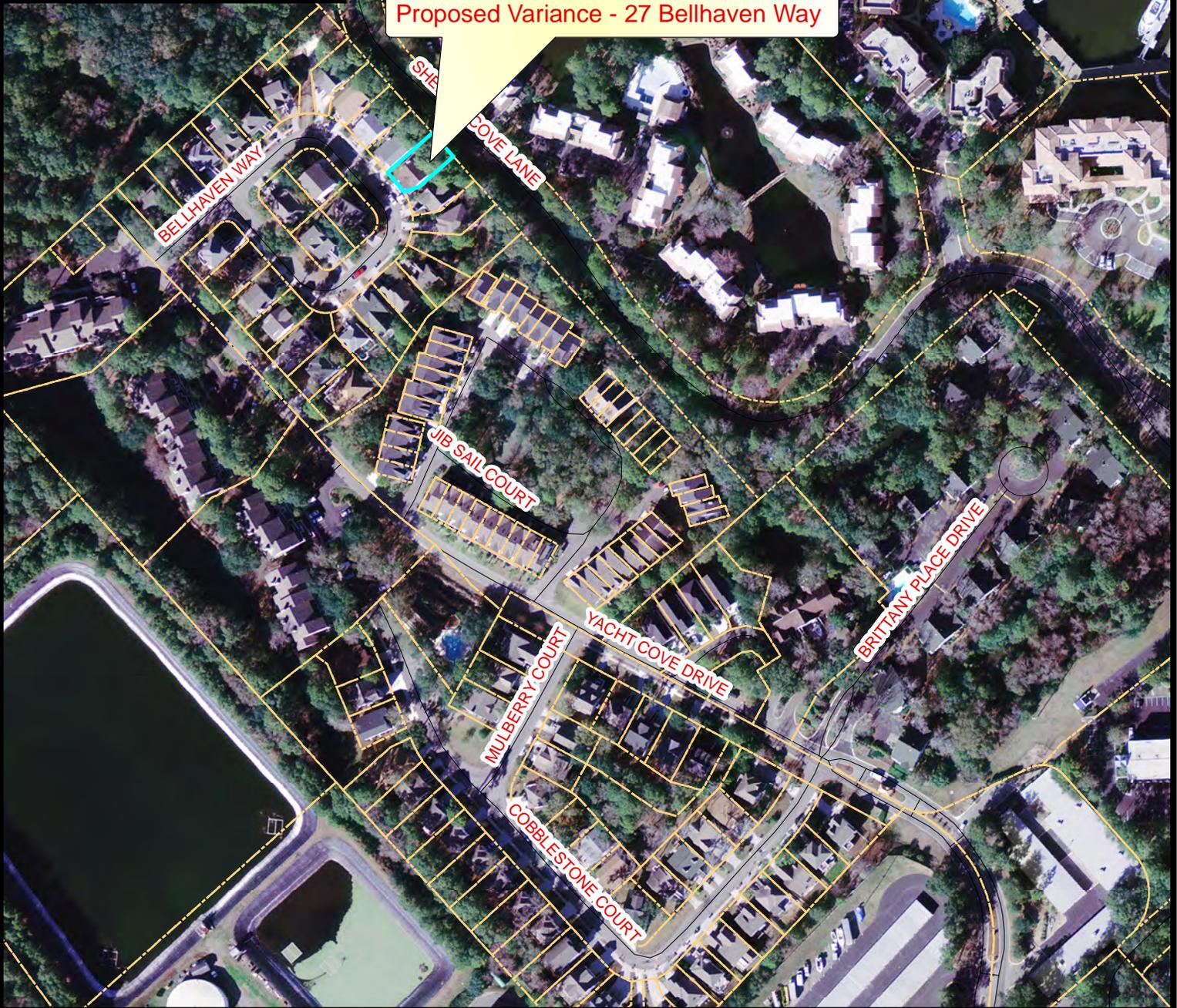
Development Review Administrator

April 29, 2014

DATE

ATTACHMENTS:

- A) Vicinity Map
- B) Applicant's Narrative
- C) Aerial Photo
- D) Pictures
- E) Proposed Site Plan
- F) Original Subdivision Plat



Proposed Variance - 27 Bellhaven Way



VARIANCS CRITERIA / NARRATIVE TO ITEMS (A THROUGH F)

a.) There are extraordinary and exceptional conditions pertaining to the particular piece of property:

There are extraordinary & exceptional issues with our property in its current condition that negatively impact the safety of our family and the fair utilization of our property.

CONCERNS / ISSUES

1. - We need an exit from the main floor to the rear of the house in the event of a fire or other emergency. Currently there is not one available.
2. - Our children have suffered minor injuries from roots on ground surface, weeds, bamboo and falling branches. In its current condition there is a great risk of harm.
3. - Our mother is confined to a wheelchair and can not maneuver or even access the back yard. She and our children can not conveniently enjoy the outdoors away from the street side of our home.

(VARIANCE CRITERIA CONT.)

10.) THESE CONDITIONS DO NOT GENERALLY APPLY TO OTHER PROPERTIES IN THE VICINITY:

MOST OF OUR NEIGHBORS INCLUDING THOSE IMMEDIATELY "NEXT DOOR" ON EACH SIDE OF US ALREADY HAVE EMERGENCY STAIRS, PORCHES AND LANDINGS INSTALLED IN THESE "SET-BACK" AREAS

EMERGENCY EXITS TO THE REAR OF MAIN DWELLING ARE "IN PLACE" NOW ON MOST PROPERTIES IN THE VICINITY.

WE DO NOT FEEL OUR FAMILY'S SAFETY AND ABILITY TO UTILIZE OUR PROPERTY FULLY APPLIES TO ANY OTHER PROPERTIES IN THE VICINITY.

(VARIANCE CRITERIA CONT)

C.) BECAUSE OF THESE CONDITIONS, THE APPLICATION OF THE ORDINANCE TO THE PARTICULAR PIECE OF PROPERTY WOULD EFFECTIVELY PROHIBIT OR UNREASONABLY RESTRICT THE UTILIZATION OF THE PROPERTY.

THE UPGRADES WE ARE REQUESTING APPROVAL ON WILL GREATLY IMPROVE UTILIZATION. THE ENVIRONMENT WILL BE MUCH SAFER, CLEANER AND BEAUTIFUL.

(VARIANCE CRITERIA CONT)

d.) IS NOT THE RESULT OF THE APPLICANT'S OWN ACTIONS:

THE REQUEST FOR THE VARIANCE IS DUE SOLELY TO THE CURRENT UNSAFE CONDITION OF THE PROPERTY AND NOT A RESULT OF ANY ACTIONS TAKEN BY THE APPLICANTS.

VARIANCE CRITERIA CONT.

Page 5

e.) GRANTING OF THE VARIANCE DOES NOT SUBSTANTIALLY CONFLICT WITH THE COMPREHENSIVE PLAN AND THE PURPOSES OF THE LMO.

GRANTING OF THE VARIANCE WILL NOT CONFLICT AT ALL WITH THE PURPOSES OF THE LMO AND WILL LIKELY ENHANCE THE POINTS OF THE COMPREHENSIVE PLAN.

THE SAND & PAVER PATIO WILL HAVE HUNDREDS OF "BUTTED JOINTS" THAT WILL ALLOW RAIN WATER TO PERMEATE THROUGH TO THE GROUND BELOW.

AGAIN, ACCESS & UTILIZATION WILL BE GREATLY IMPROVED.

VARIANCE CRITERIA CONT.

F.) THE AUTHORIZATION OF THE VARIANCE WILL NOT BE OF SUBSTANTIAL DETRIMENT TO ADJACENT PROPERTIES OR THE PUBLIC GOOD, AND THE CHARACTER OF THE DISTRICT WILL NOT BE HARMED BY THE GRANTING OF THE VARIANCE.

THE AUTHORIZATION OF THE VARIANCE WILL NOT BE OF SUBSTANTIAL DETRIMENT TO ADJACENT PROPERTIES; THE PUBLIC GOOD AND THERE WILL BE NO HARM TO THE CHARACTER OF THE DISTRICT.

ON THE CONTRARY, WE FEEL EACH OF THE ITEMS IN THIS SECTION WILL BE GREATLY IMPROVED. THE AREA WILL BE SAFE. IT WILL ADD BEAUTY TO THE DISTRICT. IT WILL PROVIDE A CLEAN ENVIRONMENT FOR OUR CHILDREN, FAMILY AND GUEST AWAY FROM THE STREET.

THE STREET SIDE DOES PRESENT A DANGER TO ALL. WE WANT TO MINIMIZE THIS REAL CONCERN AS MUCH AS POSSIBLE.



ATTACHMENT D



ATTACHMENT D



ATTACHMENT D

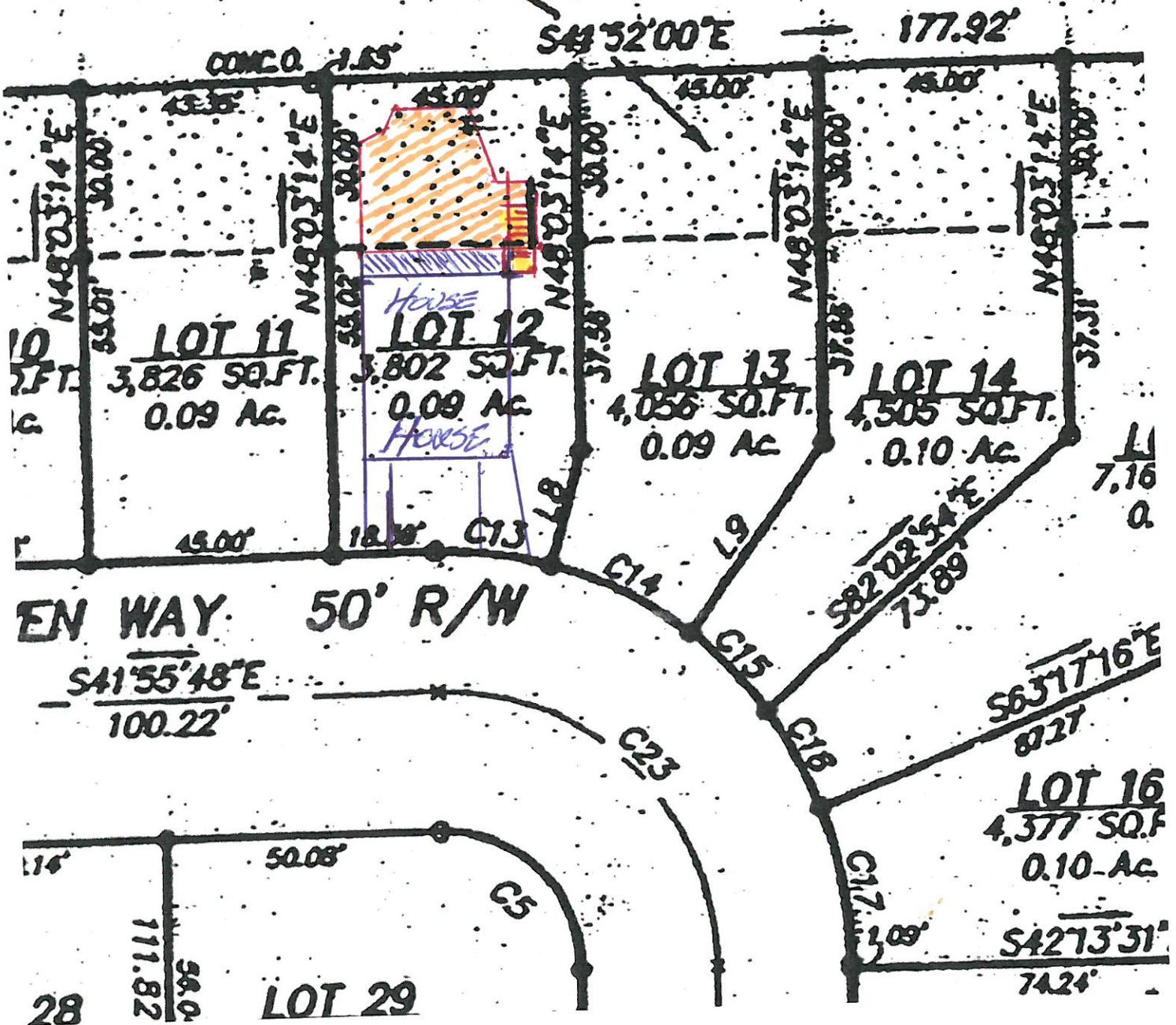


/// = Current
Back Porch

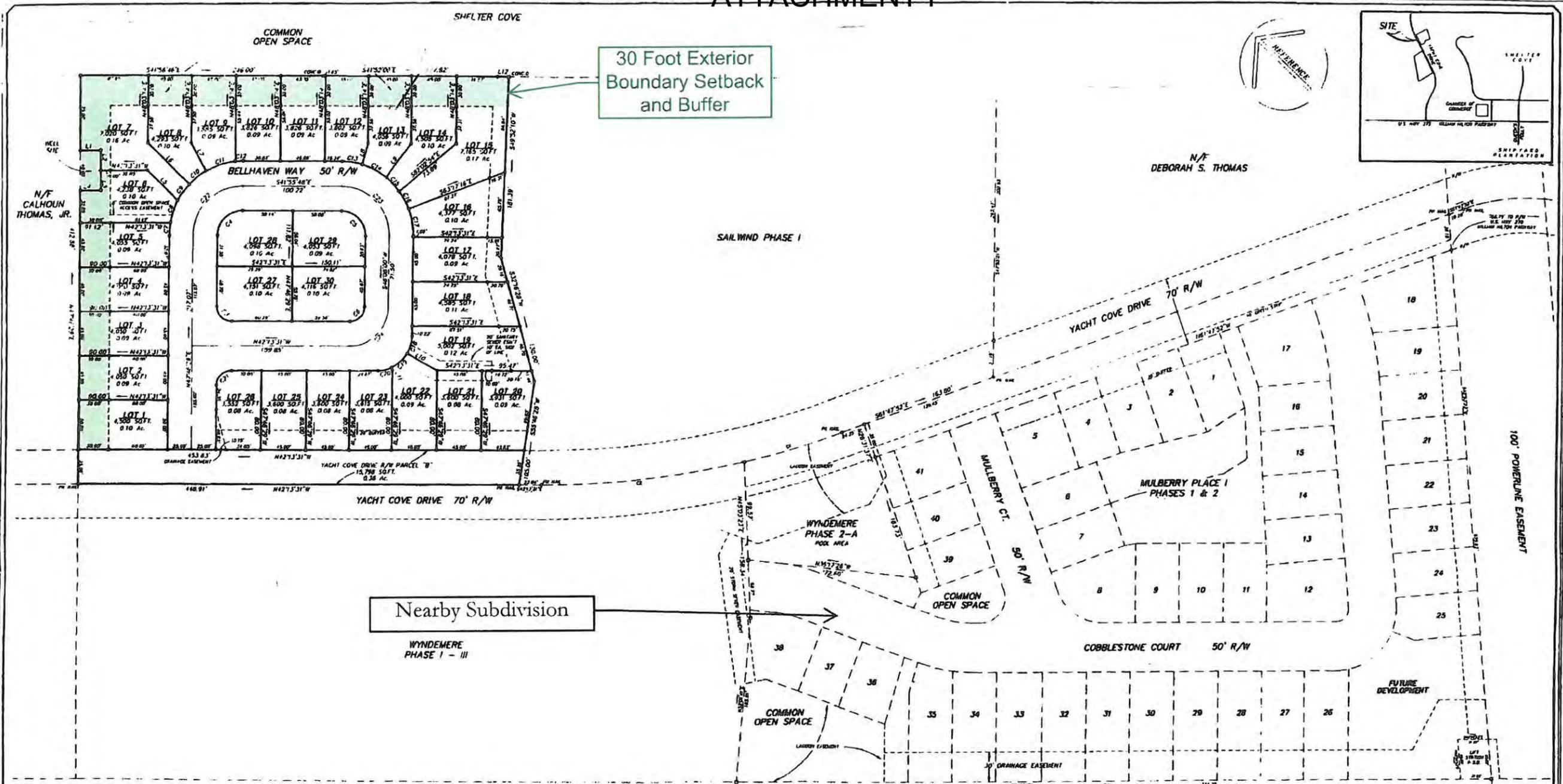
Needled
Sand & Patio Paver
Patio

EXIT = Needed EMERGENCY
EXIT OFF REAR
OF HOUSE

COMMON
EN SPACE



ATTACHMENT F



30 Foot Exterior Boundary Setback and Buffer

Nearby Subdivision

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	478.56	101.71	51.66	101.85	S58°37'30"E	143°30'40"
C2	912.79	208.06	104.47	207.98	S48°05'10"E	131°11'40"
C3	15.00	23.56	14.00	21.21	N02°48'29"E	90°00'00"
C4	25.00	39.41	23.14	33.45	S87°04'04"E	90°18'53"
C5	25.00	39.41	23.06	35.41	S01°11'48"W	90°18'28"
C6	15.00	23.47	14.91	21.15	N87°03'48"W	89°54'28"
C7	15.00	12.98	8.51	12.97	N52°44'13"E	03°55'23"
C8	25.00	23.87	12.01	23.72	N68°47'49"E	18°11'45"
C9	25.00	20.74	10.18	20.18	N81°37'40"E	15°27'54"
C10	25.00	22.02	11.09	21.84	S00°15'40"E	18°08'11"
C11	25.00	10.95	15.70	30.11	S88°58'49"E	21°38'51"
C12	25.00	8.20	4.11	8.11	S45°02'30"E	06°15'45"
C13	25.00	21.05	10.61	21.01	S15°27'27"E	18°06'10"
C14	25.00	4.17	14.46	28.01	S14°53'34"E	21°48'44"
C15	25.00	10.99	10.99	20.01	S11°33'03"W	15°19'28"
C16	25.00	20.24	10.18	20.18	S18°58'48"W	15°27'54"
C17	25.00	28.04	14.19	27.88	S37°25'22"W	21°25'11"
C18	25.00	18.18	9.30	17.98	S83°00'47"W	28°45'31"
C19	25.00	22.13	11.45	21.78	N83°50'46"E	18°13'20"
C20	25.00	14.45	7.31	14.25	N54°03'19"W	27°38'35"
C21	25.00	23.56	15.00	21.21	N87°33'31"E	90°00'00"
C22	25.00	28.81	14.19	28.80	S87°04'04"E	90°18'53"
C23	25.00	28.81	14.19	28.80	S01°11'48"W	90°18'28"
C24	25.00	28.81	14.19	28.80	N87°03'48"W	89°54'28"

LINE	DIRECTION	DISTANCE
1	N42°13'31"W	30.00'
2	N47°46'29"E	20.00'
3	N42°48'29"E	20.00'
4	S42°13'31"E	20.00'
5	N01°21'30"E	44.18'
6	N01°21'30"E	18.88'
7	N18°10'48"E	31.68'
8	N44°05'34"E	11.14'
9	N85°18'55"E	41.42'
10	S12°06'27"E	14.75'
11	S 108°54'W	1.21'
12	S61°57'11"E	11.50'

ACREAGE SUMMARY	ACRES
PARCEL	1.93
LOTS (INCLUDING COMMON OPEN SPACE)	7.29
COMMON OPEN SPACE	11.64
ROAD R/W	1.87
S/W PARCEL	1.16
TOTAL	41.6

- REFERENCE PLATS**
- "AN ABSOLUTE SURVEY OF WYNDEMERE AT YACHT COVE" YACHT COVE DEVELOPMENT DATED 4/18/82, LAST REVISED 3/18/89 BY: J.L. RICHARDSON, S.C.R.L.S. No. 4784
 - "EXHIBIT 'A' MASTER PLAN/AS BUILT SANITARY SEWER SYSTEM" YACHT COVE DEVELOPMENT DATED 1/23/80 BY: COASTAL SURVEYING & ENGINEERING CO., INC
 - "A REVISED PLAT OF YACHT COVE DEVELOPMENT & ADJOINING PROPERTIES" DATED 2/2/88, LAST REVISED 8/28/87 BY: J.L. RICHARDSON, S.C.R.L.S. No. 4784
 - "EASEMENT PLAT OF WATER SEWER & DRAINAGE SYSTEMS" YACHT COVE PLD DATED 3/12/82, LAST REVISED 8/18/87 BY: J.L. RICHARDSON, S.C.R.L.S. No. 4759

- NOTES**
- THE PARCEL LIES IN FLOOD ZONE A-2 (MIN. EL. 14.0') PER FIRM PANEL No. 14-D, COMMUNITY No. 450250, DATED 8/29/88
 - ALL CORNERS SET ARE FROM PINS OR PIPES UNLESS OTHERWISE NOTED
 - PREPARED FOR GREENBROOK HOMES COMPANY

TOWN OF HILTON HEAD ISLAND, S.C. SUBDIVISION APPROVAL
 The Town has found this plan to be in compliance with the Town's Land Management Ordinance and has authorized this development plan approval.
 Date of approval: May 9, 1995
 Application Number: SR 2-95
 Certified by: Thomas Brulley 7/14/97
 Title: Manager of Permit Plan
 THIS APPROVAL WILL EXPIRE ON 11-1-00
 IN ACCORDANCE WITH L&D SECTION 10-7-806
 See letter to John J. Carney dated November 25, 1996.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND DOES NOT EXCEED THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

MADEIRA B. CHAMBERLAIN
 S.C.R.L.S. No. 9756
 BY: [Signature]

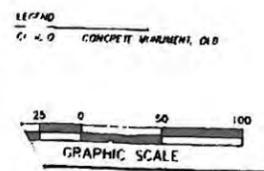
CONNOR AND ASSOCIATES, INC.
 engineers • planners • surveyors
 P.O. BOX 381
 BLUFFTON, SOUTH CAROLINA 29910
 (803) 837-5260 / FAX (803) 837-2568

A SUBDIVISION PLAT OF
MULBERRY PLACE II
 LOTS 1-30
 YACHT COVE DRIVE
 HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA



- REVISIONS**
- 1/13/97. REMOVED SET-BACK LINES FROM INTERIOR R/W'S
 - 6/30/97. DELETE SETBACK LINE FOR LOT 1
 - 6/30/97. ROAD NAME CHANGE

FIELD CHECK: []
 OFFICE CHECK: []
 DRAWN BY: []
 DATE: 1/20/93
 SCALE: 1"=50'
 PROJECT No.: JAC-001





TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Board of Zoning Appeals
VIA: Nicole Dixon, CFM, *Senior Planner and Board Coordinator*
FROM: Anne Cyran, AICP, *Senior Planner*
CC: Teri Lewis, AICP, *LMO Official*
DATE: May 7, 2014
SUBJECT: SER140001 Red Rover Inn – Petition for Reconsideration of Approval

On May 5, 2014, staff received the attached Petition for Reconsideration of the approval of Special Exception application SER140001 for the Red Rover Inn.

Staff's responses to the Bases for Reconsideration are below.

A. The Application was not complete.

Staff's response: Per LMO Section 16-3-1802, Special Exception Review – Submission Requirements, "An application for special exception review shall consist of information necessary for the Board of Zoning Appeals to make a determination regarding the special exception request, including, but not limited to the following:

- B. A sketch plan showing the preliminary proposed siting of structures or use on the subject property."

The aerial photograph of the site and the description of the proposed use in the applicant's narrative adequately address this criterion. The site is already developed, the aerial photograph shows both the existing buildings and the parking and the applicant's narrative states the proposed use will be confined to the existing structures.

B. The Application contains materially misleading information.

Staff's response: The Town does not interpret or enforce private covenants or restrictions. The applicant is responsible for ensuring the information provided on the application form and in the application materials is true, factual and complete. Per South Carolina State Code Section 6-29-1145, the Town is required to inquire if the subject parcel of land is restricted by a covenant that is contrary to, restricts or prohibits the permitted activity. The applicant stated on her application that there were not restrictive covenants; therefore the Town was not aware of any covenants on the property until such time that the Motion for Reconsideration was submitted. Staff has since reviewed the covenants submitted by the Church of Christ and believes that application SER140001 is not in violation of these covenants. There is no evidence to indicate that the normal activities or existence of the dogs at the Red Rover Inn

will be obnoxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood.

In terms of the cross parking easement, the terms of the agreement do state that the Church has rights to parking on the subject site on Sundays and Wednesday evenings and that the owner of the subject property has rights to parking on the subject site on Mondays through Saturdays; however, there are provisions for both to ask for additional days or times for additional activities. Ms. Grisette made it clear in her presentation to the BZA on April 28th, 2014 that she would be willing to work around special activities of the church and staff believes that the onus is on the church to do the same with Red Rover Inn.

C. Conditions imposed on the Application are not reflected in the Notice of Action.

Staff's response: The Board's motion to approve the application was based on the staff report and the information, particularly the hours of operation proposed by the applicant, contained in the staff report, which is the LMO Official Determination. The Notice of Action states "The Board of Zoning Appeals has determined that they: Approve the application *based on those Findings of Facts and Conclusions of Law found in the LMO Official Determination.*"

D. The approved Special Exception Use violates Section 16-4-1332 of the LMO.

Staff's response: Condition A in LMO Section 16-4-1332, Kennel, Boarding/Pet Store/Veterinary Hospital, states that, "All kennels and runs and other areas where animals are to be kept must be located within the building and suitably insulated to prevent noise from reaching neighboring properties."

The condition states that the containment areas – kennels, runs and other areas – must be **kept** [emphasis added] within the building; it does not state that the animals may not leave the building at any time. As stated in the Findings of Fact for Criteria 9 in the staff report, kennels and runs and other areas where the animals will be kept are proposed to be located within the building.

Staff's response: Condition B in LMO Section 16-4-1332, Kennel, Boarding/Pet Store/Veterinary Hospital, states that, "There shall be no objectionable odors generated by the use detectable from neighboring properties."

As stated in the Findings of Fact for Criteria 9 in the staff report, the applicant states the waste will be immediately bagged and discarded and that the elimination area will be cleaned and disinfected on a daily basis. The Town cannot assume that the applicant's plan to prevent objectionable odors from reaching neighboring properties will not be sufficient without evidence to the contrary.



Church of Christ on Hilton Head Island

23 Bow Circle
Hilton Head, SC 29928

843.686.2323
www.hiltonheadchurchofchrist.org

May 5, 2014

Mrs. Teri B. Lewis
LMO Administrator/Official
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

RECEIVED
5/5/14
TBL
HAND DELIVERED
ON MAY 5, 2014

**Re: PETITION FOR RECONSIDERATION OF APPROVAL OF SPECIAL
EXECTION REVIEW APPLICATION SER140001**

Dear Mrs. Lewis:

This letter is a Petition for Reconsideration (this "Petition") made in connection with Special Exception Application SER140001 (the "Application") of Paige Grisette (the "Applicant"), and is submitted to the Board of Zoning Appeals (the "BZA") of the Town of Hilton Head Island (the "Town") by the Church of Christ on Hilton Head Island (the "Church"), seeking reconsideration of the BZA's approval of the Application on April 28, 2014.

I. INTRODUCTION.

The Application seeks a special exception approval to operate a kennel and boarding facility in the Commercial Center Zoning District (the "CC District") as required by Use Table in Section 16-4-1204 of the Town's Land Management Ordinance (the "LMO"). The Application proposes to use an existing building for the kennel and boarding facility.

The Church occupies property immediately adjacent on southeast to the property which is the subject of the Application (the "Property").

On November 26, 2007 the BZA held a hearing on the Application. Presentations were made by the Town Staff and the Applicant, and following questions and discussion, a motion was made, and seconded to approve the Application. That motion passed by a 5-1 vote. A copy of the Notice of Action by the BZA on the Application is attached hereto as Exhibit A.

II. RECONSIDERATION.

Article XI, Section 1 of the BZA's Rules of Procedure (the "BZA Rules") provides for reconsideration of any decision made under LMO Section 16-3-1804. Any party aggrieved by a decision of the BZA may file a Petition for Reconsideration with the LMO Administrator (the

“Administrator”) within five (5) days of the date of the hearing at which the action for which reconsideration is sought was taken.

The Church is the owner of real property that is contiguous with the Property and has easement rights in and on the Property, and therefore is an aggrieved party. We, the undersigned Elders of the Church, as members of the Church, are also aggrieved parties.

III. BASES FOR RECONSIDERATION.

The Applicant submits there are four (4) separate bases for this Petition.

A. The Application was not complete.

LMO Section 16-3-1802(B) requires that, “A sketch plan showing the preliminary proposed siting of structures or use on the subject property.” Despite the check mark on the application form for the Application, no such “sketch plan” was included with the Application. An aerial photograph from Google Maps was included with the Application, but that aerial photograph does not show the siting of structures on the Property or the proposed use of the Property. Without the required sketch plan, the Application was incomplete, and it should not have been accepted for filing or processing by the Administrator, nor should it have been heard by the BZA.

This issue is particularly important to the Church, because a sketch plan or other survey or site plan of the Property will show the extent of the parking areas on the Property, areas that the Church has easement rights over.

B. The Application contains materially misleading information.

The Church believes that the Application filed by the Applicant contains materially misleading information.

The Application form required by the Town pursuant to LMO Section 16-3-1802(A) prepared, signed, and filed by the Applicant requires that the Applicant make a representation to the Town that there are no applicable recorded covenants which would be violated by the activity which is the subject of the Application. In this case, the Applicant represented that there are no such recorded covenants.

1. The 1980 Palmetto Bay Center Covenants and Restrictions.

In 1992, the Property was conveyed subject to the Palmetto Bay Center Covenants and Restrictions, recorded in Beaufort County Deed Book 302 at Page 685 (the "PBC Covenants"). A copy of the deed in the chain of title for the Property recorded in Beaufort County Deed Book 602 at Page 1120 is attached hereto as Exhibit B, and a copy of the PBC Covenants is attached hereto as Exhibit C.

Part I, Section 4 of the PBC Covenants says, in part,

There shall not be maintained any plants or animals, or devise or things of any sort whose normal activities or existence is any any [sic] way obnoxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof.

The Church believes that the operation of a kennel on the Property will be a violation of the PBC Covenants and will diminish the enjoyment of its property by the Church. The Applicant should have disclosed the existence of the PBC Covenants in the Application, but failed or refused to do so.

2. The Non-Exclusive Cross Parking Easement.

The narrative attached to the Application states that the Property shares a parking lot and drive with the Church, and refers to "an existing agreement with the Church around parking on Sundays and Wednesday evenings." This is a reference to the Non-Exclusive Cross Parking Easement, and Easement for Ingress and Egress recorded in Beaufort County Deed Book 577 at Page 248 (the "Cross Access Easement"), an agreement between the Church and the 1991 owner of the Property. The Cross Access Easement provides that the Church has non-exclusive easement on, over, and across the paved driveways and walkways of the Property in order to provide a reasonable means of access to, and utilization of the parking facilities located on the Property, and for a pedestrian easement from the parking facilities on the Property to the Church's property, on Sundays and

Wednesday evenings. A copy of the Cross Access Easement is attached hereto as Exhibit D.

The narrative attached to the Application states that the kennel will be open from noon to 5:00 PM on Sundays if the Application is approved, and admits that the operating hours for the proposed kennel's boarding services are incompatible with the Church's services.

The narrative attached to the Application also states that a portion of the Property will be fenced. Without the required sketch plan, or some sort of proposed site plan, the Church is unable to determine if part of the areas of the Property that are subject to its easement rights will be fenced off and therefore inaccessible. If that is the case, then the Cross Access Easement will be violated.

3. SC Code Section 6-29-1145.

Under Section 6-29-1145 of the Code of Laws of South Carolina (1976), as amended, if the proposed use of the Property for a kennel will violate the PBC Covenants or the Cross Access Easement, then the Town is prohibited from approving that use until the Town receives confirmation that the restriction on the Property has been released.

The Church believes that the Applicant should have disclosed the existence of and the restrictions contained in the PBC Covenants and the Cross Access Easement in the Application, and the failure or refusal to do so is a material misrepresentation of applicable facts. Since the restrictions in PBC Covenants are contrary to and conflict with the proposed use of the Property as a kennel, and since the proposed use of the Property as a kennel is contrary to and conflicts with the Church's easement rights under the Cross Access Easement, the BZA should not have approved the Application.

C. Conditions imposed on the Application are not reflected in the Notice of Action.

At the April 28, 2014 hearing on the Application, the members of the BZA discussed certain conditions on the Application. The absence of the Minutes of that meeting preclude the Church from specifically enumerating those conditions, but the

Notice of Action does not contain any reference whatsoever to conditions imposed on the Application in connection with its approval.

D. The approved Special Exception Use violates Section 16-4-1332 of the LMO.

Section 16-4-1332 of the LMO permits boarding facilities, pet stores, and veterinary hospitals in the CC Zoning District, with two conditions: (1) all kennels and runs and other area where animals are to be kept must be located within the building, and (2) there shall be no objectionable odors generated by the use detectable from neighboring properties. Kennels located in the IL Light Industrial Zoning District are not subject to those conditions.

The Application, by its own terms, discloses that animals will be taken outside the Applicant's building to be "relieved". This is contrary to the "within the building" condition imposed by LMO Section 16-4-1332(A). Finally, for the Application to be properly approved, the Application must show that there will be no "objectionable" odors "detectable from neighboring properties". Good judgment and common sense compel the conclusion that there is no way to keep outdoor canine feces and urine odors from being detected from a 0.51 acre parcel (the Property) by a directly adjacent 0.64 acre property (the Church).

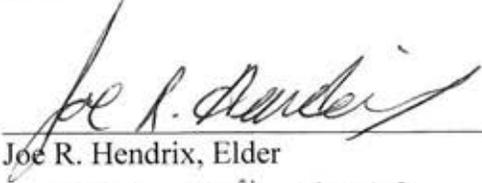
IV. CONCLUSION.

The Church urges the BZA to reconsider its April 28, 2014 motion approving the Application, and to reconsider the Application in light of the substantive issues raised above in this Motion for Reconsideration. In that reconsideration the Church urges the BZA to carefully consider the incomplete nature of the Application; the PBC Covenants and the Cross Access Easement, and their conflicts with the Application; the absence of the conditions imposed on the approval of the Application at the April 28, 2014 hearing; and the conditions for a kennel use in the CC District.

Respectfully submitted on behalf of the Church of Christ on Hilton Head Island.



Daniel Greathouse, Elder
513-379-1252



Joe R. Hendrix, Elder
843-384-4969



**TOWN OF HILTON HEAD ISLAND
COMMUNITY DEVELOPMENT DEPARTMENT**

One Town Center Court Hilton Head Island SC 29928 843-341-4757 FAX 843-842-8908

**BOARD OF ZONING APPEALS
NOTICE OF ACTION**

Case	Name of Development	Public Hearing Date
SER140001	Red Rover Inn	April 28, 2014

Parcel Data	Owner	Applicant
Tax Map ID: Map 14, Parcel 860 Address: 25 Bow Circle Zoning District: Commercial Center (CC) Overlay District: Corridor Overlay District (COR)	Absolute Island Management 25 Bow Circle Hilton Head Island SC 29928	Paige Grisette 1 New Orleans Road Suite F Hilton Head Island SC 29928

Brief Description

Paige Grisette is requesting a special exception to operate a kennel and boarding facility in the Commercial Center (CC) Zoning District, which requires special exception approval per Land Management Ordinance (LMO) Section 16-4-1204, Use Table.

Expiration

The application shall expire on April 29, 2016. Please see LMO Section 16-3-310 for vesting of approvals.

BZA Determination, Findings of Fact, and Conclusions of Law

The Board of Zoning Appeals has determined that they:

- Approve** the application *based on those Findings of Facts and Conclusions of Law found in the LMO Official Determination*; OR
- Remand** the application to staff due to insufficient record; OR
- Disapprove** the application; OR
- Approve** the application with modifications.

Appeal To Circuit Court

If you believe the Board erred in its decision, you have the right to appeal the decision to Circuit Court. You have two options to appeal to Circuit Court:

1. You may file a petition with the clerk of court in and for the county, in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal must

EXHIBIT A

be filed within 30 days after the decision of the Board is mailed (South Carolina Code of Laws 6-29-820A).

2. You may file a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with South Carolina Code of Laws Section 6-29-825. Any notice of appeal and request for pre-litigation mediation must be filed within 30 days after the decision of the board is postmarked.

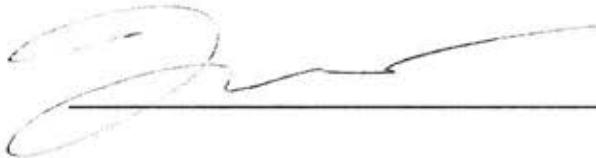
Chairman of BZA:



Date:

April 28, 2014

Maker of Motion:



Date:

April 28, 2014

Second to Motion:



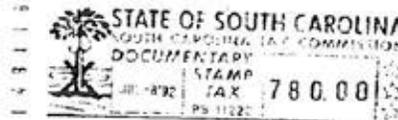
Date:

April 28, 2014

Note: This decision must be delivered to the parties of interest via certified mail.

1042

19782



1120

REVENUE STAMPS
COLLECTED
780.00 330.00
BEAUFORT COUNTY, SC

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT

"IMPORTANT"
Your tax bill will be sent to the address shown on this deed. Please contact the Assessor's office if you have a change of address.
(803) 525-7296

WARRANTY DEED

ATTENTION HOMEOWNER:
YOU MAY QUALIFY FOR A LOWER TAX RATE ON YOUR PRIMARY RESIDENCE. PLEASE APPLY TO THE COUNTY ASSESSOR'S OFFICE PRIOR TO MAY 1st IF YOU QUALIFY.

KNOW ALL MEN BY THESE PRESENTS, THAT ELGUIN, A GENERAL PARTNERSHIP (the "Grantor"), in the State aforesaid for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, to it in hand paid at and before the sealing of these presents by SEA PINES PUBLIC SERVICE DISTRICT (the "Grantee") of Post Office Box 5148, Hilton Head Island, South Carolina 29938, 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 SEA PINES PUBLIC SERVICE DISTRICT, its successors and assigns forever, the following described property, to-wit:

ALL that certain piece, parcel or lot of land situate, lying and being in Palmetto Bay Commercial Subdivision on Hilton Head Island, Beaufort County, South Carolina, shown and described as Lot Number 46 on a plat recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 29 at Page 29. Said property having dimensions, metes and bounds as shown on the above mentioned plat.

This conveyance is subject to the restrictions, conditions, limitations and easements pertaining to the within property as recorded in the RMC Office for Beaufort County, South Carolina in Deed Book 78 at Page 306, Deed Book 295 at Page 476, Deed Book 310 at Page 945, Deed Book 317 at Page 382, Deed Book 291 at Page 1474 and Deed Book 577 at Page 248, as amended and restated in Deed Book 602 at Page 1111.

The within property is conveyed subject to that certain Declaration of Provisions for Palmetto Bay Center Owners' Association, Inc., recorded in Beaufort County Deed Book 302 at Page 696 and further subject to that certain Declaration of Rights, Restrictions, Easements, Affirmative Obligations, Conditions, etc., recorded in Beaufort County Deed Book 302 at Page 685, reference to said Declarations is hereby made and incorporation as covenants running with the land is hereby intended and made so that said Declarations will and shall effect said property in accordance with the terms thereof.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
560	14		860	01

EXHIBIT B

WITNESS the Hand and Seal this 1st day of July, 1992.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ELGUIN, A GENERAL PARTNERSHIP

Linda Blamer
Patricia Shannon

By: Francis J. Guscio, Jr.
Francis J. Guscio, Jr.,
Partner
By: R. Arnold Ellison, Jr.
R. Arnold Ellison, Jr.,
Partner

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within-named ELGUIN, A GENERAL PARTNERSHIP, by Francis J. Guscio, Jr., its Partner and by R. Arnold Ellison, Jr., its Partner, sign, seal and, as its act and deed, deliver the foregoing deed, and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Linda Blamer
(Witness)

SWORN to and subscribed before me
this 1st day of July, 1992.

Patricia Shannon (SEAL)
Notary Public for South Carolina
My Commission Expires: 7/15/96

1123

BT-6

FILED AT	BEAUFORT COUNTY S.C.	RECORDED IN BOOK
<i>9:30</i>	<i>JUL 8 1902</i>	<i>602</i>
CLOCK		PAGE
<i>A.M.</i>		<i>1120</i>
<i>Therese Gould</i> REGISTER OF MESSE CONVEYANCES		

PS

RECORDED THIS *3rd* DAY
OF *August* 19 *92*
IN BOOK *4* PAGE *521*
FEES, \$ *10.00*
May A. Gray
AUDITOR, BEAUFORT COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

DECLARATION OF RIGHTS, RESTRICTIONS, EASEMENTS,
AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC.,
which constitute covenants running with certain
commercial lands owned by Palmetto Bay Road
Development Company

302
P. 685
685

PALMETTO BAY CENTER COVENANTS AND RESTRICTIONS

WHEREAS, Palmetto Bay Road Development Company, a limited partnership organized and existing under the laws of the State of Ohio, and qualified and registered in the State of South Carolina, is the owner of certain lands located in the Palmetto Bay Road area on Hilton Head Island, Beaufort County, South Carolina known as Palmetto Bay Center; and

WHEREAS, Palmetto Bay Road Development Company, desires to make, publish and record a declaration of restrictive covenants affecting certain properties designated for commercial use and desires to have such restrictive covenants filed in the Office of the Clerk of Court for Beaufort County, South Carolina, reserving the right in each instance to add additional restrictive covenants in respect to said properties; and

NOW, THEREFORE, Palmetto Bay Road Development Company does hereby declare that the provisions contained herein are rights, restrictions, conditions and affirmative obligations all constituting covenants running with the land which is conveyed by Palmetto Bay Road Development Company by deed or other written instrument in which reference is specifically made to these covenants. The Company reserves in each instance the right to add, in Deed of Conveyance, additional covenants in respect to said properties so conveyed by such Deed. Notice of such additional covenants will, in all cases, be set forth in the contract of sale relating to such property.

DEFINITIONS

1. Whenever used herein, the term "the Company" shall refer to Palmetto Bay Road Development Company, its successors and assigns;
2. Whenever used herein, the term "Property" or "Properties" shall apply to property used or to be used for Commercial Building Lots, improved or unimproved which are conveyed subject to these covenants.

Law Office of
Dewling, Sanders, Dulles,
Novak & Spivey, P.A.
Beaufort, S. C.

EXHIBIT C

3. The term "Owner" when used in these covenants and restrictions shall refer to both the original owner, builder and developer of any tract, subdivision or lot of land as well as any subsequent owner of a parcel of land upon which commercial use are to be or have been made.

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4. The "Association" shall mean and refer to the Palmetto Bay Center Owners' Association, a non-profit corporation to be formed under the laws of the State of South Carolina.

5. "Lot" shall mean and refer to any parcel of land in the Property owned by the Company at the date of this declaration and intended to be conveyed in the future to others, other than the Association.

6. "Common Properties" shall mean and refer to any parcel or area of land in the Property owned by the Company at the date of this declaration and intended to be conveyed in the future to the Association, including but not limited to, entrance, roads, streets, open spaces, green belts, and any improvements thereon such as signs and lighting fixtures.

7. The Covenants and Restrictions below will be referred to as the Palmetto Bay Center Covenants and Restrictions and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

PART I
COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS
APPLICABLE TO CERTAIN LANDS OWNED BY PALMETTO BAY
ROAD DEVELOPMENT COMPANY

1. No activity or use will be established or carried on the Property, except such activity or use as has been approved in writing by the Company.

2. No building, fence or other structure shall be erected, placed or altered on the Property until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by the Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic conditions, which, in its sole and uncontrolled discretion, the Company shall deem sufficient, provided,

however, that such approval by the Company shall not be unreasonably withheld. Elements that will be considered by the Company before plans or specifications are approved include, but are not limited to, the following:

- (a) the ratio of hard surface to natural tree or landscaped surface
- (b) location of utility lines
- (c) the ratio of parking spaces to building capacity;
- (d) an acceptable plan to provide for the capture and disposition of any surface water run-off on the property;
- (e) whether any of the proposed improvements to be constructed on the Property exceed the maximum allowable height for such improvements which, without the written consent of the Company, may not exceed three (3) floors above ground level.

No alterations in the exterior appearance of any building or structure shall be made after initial construction without like approval by the Company. Approval shall not be unreasonably withheld and permission shall not be refused to make any addition or modification to any structure on the property so long as the proposed addition or modification is constructed of materials of comparable quality with the existing structures on the property and the design and site plan of said addition or modification is compatible with the existing structures on the property. One (1) copy of all plans and related data, as approved by the Company, shall be furnished the Company for its records and all improvements constructed on the property must be constructed pursuant to such plans and specifications with no material variations therefrom unless approved, in writing, by the Company.

Nothing herein shall be construed to mean that Company approval required by this provision shall supercede or obviate the need for any other approval that may be required by any other covenant or restriction or by law.

3. It shall be the responsibility of the owner of land subject to these covenants to prevent the development of any unclean, unsightly or unkept conditions at any buildings or on the grounds of said tract of land which conditions would tend to substantially decrease the beauty of Hilton Head Island as a whole or of the specific tract of land subject to these covenants. ~~688~~ If lot owner does not maintain said land and any improvements thereon according to the standards which the Company has established, after ten (10) days' written notice to the lot owner and failure of the land owner to correct the defective conditions, the Company, at the land owner's expense, may enter upon the premises and correct the defective conditions.

4. No noxious or offensive activity shall be carried on upon any Property subject to these covenants, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or devise or things of any sort whose normal activities or existence in any way noxious, dangerous, unsightly, unclean or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof.

5. The Company reserves the right to restrict the size, color and content of any signs to be erected on Property subject to these covenants.

6. Each Property Owner shall provide adequate space for off-street parking.

7. Each Property Owner shall provide receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

8. Prior to the construction and use of a commercial structure on any Property, proper and suitable provision by the Owner of the Property shall be made for the disposal of sewage. Nothing contained in this Declaration nor the provision by the Company of any part of a sewerage system shall be construed

to create an obligation on the Company to provide or maintain a sewerage system, or any part thereof; or to provide for capacity in any sewerage treatment facility for the treatment of sewage originating on the Property. Any sewerage capacity reserved or provided by the Company may be obtained or used by the Property Owner only by written agreement with the Company.

9. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use the electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along each side of all Lots and other areas; provided further, that the Company may cut drainways for surface water whenever and wherever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes and shrubbery, make any gradings of the soil, or to take any other similar action, reasonable standards of health, safety and appearance.

The Company reserves the right to locate any wells, pumping stations, tanks and any similar facility reasonably necessary for the provision of any of said public conveniences or utilities in any area designated for such use on the plat of any Property made subject to these Covenants and Restrictions.

The Company also reserves unto itself, its successors and assigns, a perpetual, alienable, and releasable easement and right on, over and under the ground to install and maintain the cables and other facilities necessary for the connection of computer terminals and a computer facility.

The easements and rights created in this Paragraph 9 may be exercised by any licensee of the Company, but nothing contained in this Paragraph 9 shall be considered to create an obligation of the Company to provide or maintain any such utility or service.

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10. No structure of a temporary character shall be placed upon any Property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of any permanent structure, it being clearly understood that these latter temporary shelters may not, at any time, be used for any commercial uses or permitted to remain on the lot after completion of construction.

11. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any Property subject to these covenants at any time, either temporarily or permanently, without written approval by the Company.

12. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a permanent structure within a screened area as required in Paragraph 13 herein or buried underground.

13. Each Property Owner must construct a screening fence to shield and hid from view any service yards or areas. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

14. No Property site shall be subdivided, consolidated, or its boundaries changed, except with the written consent of the Company, which consent will not be unreasonably withheld. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any Lot or Lots shown on a plat of the Property sites in order to create a modified site or sites and to take such other steps as are reasonably necessary to make such replatted lots suitable and fit as Property sites including, but not limited to, the relocation of easements, walkways and rights-of-way to conform to the new boundaries of said replatted lots. The restrictions and covenants herein apply

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to each Property site so created. The assessment for the Lot or Lots so replatted in accordance with the provisions of Paragraph 16 shall be allocated among the new Lot or Lots on the basis of square footage.

15. No Improvements may be made on any Property which exceed a height of three (3) floors above ground level unless approved in writing, 691 by the Company.

16. Until such time as the Palmetto Bay Center Owner's Association is created and activated by the Company at the sole discretion but not later than after the conveyance of thirty (30) lots on July 1, 1984, whichever comes first, the Company will administer the landscaping and maintenance of the Common Properties. The Company shall attempt to maintain said areas in a neat and attractive manner, but the extent of such maintenance and landscaping will be entirely at the discretion of the Company. The Owner of each Lot shall bear the percentage of the total expense of such maintenance and landscaping as is set forth opposite the number of the Lot (as reflected on the plats of the subdivision recorded hereafter) as set forth below:

PHASE I

33	5.75	4.56	2.54
34	4.50	3.03	1.69
35	4.50	3.03	1.69
36	4.50	3.03	1.69
37	4.05	2.73	1.52
38	4.95	3.34	1.86
39	4.5	3.03	1.69
40	4.5	3.03	1.69
41	4.5	3.03	1.69
42	4.5	3.03	1.69
43	4.5	3.03	1.69
44	7.23	4.38	2.72
64	4.5	3.03	1.69
65	4.05	2.73	1.52
66	5.40	3.65	2.03
67	4.05	2.73	1.52
68	4.5	3.03	1.69
69	4.5	3.03	1.69
70	4.5	3.03	1.69
71	4.56	3.15	1.74
72	4.83	3.25	1.80

Phase I will have 32.76% of Phases I, II, III and IV expenses and will pro-rate as indicated in this document and calculated percentage interest per lot.

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PHASE II

52		7.72	4.22
53		9.77	5.43
54		5.70	3.17
55		3.25	1.61
56		3.15	1.74
57		3.03	1.69

Phase II will have 15.77% of Phase I, II, III and IV expenses and will pro-rate as indicated in this documents and calculated percentage interest per lot.

PHASE III

45			16.24
46			2.41
47			2.72
48			3.33
49			3.32
50			3.32
51			3.35
58			1.69
59			1.69
60			1.69
61			1.69
62			1.69
63			1.69

Phase III will have 38.55% of Phase I, II, III and IV expenses and will pro-rate as indicated in this document calculated percentage interest per lot.

PHASE IV

Additional property which may be added at discretion of Company.

Phase IV will have 12.93% of Phase I, II, III, and IV expenses and each lot will bear a pro-rata share of this expense based on its individual price as a part of the gross sales price of all the lots in this phase.

After activation of the Owner's Association, the administering and maintenance of the roadways, common properties, etc. in Palmetto Bay Center shall be the responsibility of and at the cost of the Owner's Association as provided for herein and The Homeowner's Covenants.

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The maximum expense allocated by the provisions of this Paragraph shall not exceed Four Thousand and No/100 (\$4,000.00) Dollars for the calendar year 1980. Thereafter, the total amount allocated for each year shall not exceed the maximum amount applicable for the preceding year increased by no more than twenty (20%) percent.

17. The Company in its sole discretion, retains the right and hereby expresses its intent to convey the Common Properties and roadways, etc. to the Association at some future date, but no later than July 1, 1984. The conveyance thereof shall be by special warranty or quit-claim deed as the Company shall determine.

PART II

ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS, TOGETHER WITH AFTERWORD

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Company, for a period of ten (10) years, from the execution date of this Declaration after which time all said covenants shall be automatically extended for a successive period of five (5) years, unless an instrument signed by a majority of the then owners of Property substantially affected by such change in covenants has been recorded, agreeing to change said covenants in whole or in part.

Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, or to recover damages, or by an appropriate proceeding at law or equity against the land to enforce any lien created by these covenants. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. 694

Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect any other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

In addition to the foregoing, the Company, its successors or assigns, shall have the right, whenever there shall have been built on any Property any structure which is in violation of these restrictions, to enter upon such property where such violation(s) exist(s), and summarily abate or remove the same at the expense of the owner if, within thirty (30) days after receipt of written notice of such violation(s), it (they) shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass.

The Company reserves in each instance the right to add in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration of Covenants, with such modified covenants being made applicable by reference to conveyance of land made subsequent to such modifications.

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The Company anticipates and reserves the right, at some future date, to transfer, assign, and set-over all of its rights, interests, privileges, etc., of these Covenants and Restrictions to the Association.

IN WITNESS WHEREOF, Palmetto Bay Road Development Company has executed these presents acting by and through its duly authorized General Partners as of the 14th day of June, 1960.

WITNESSES:

Marilyn L. Phillips
Rebecca L. Dwyer

PALMETTO BAY ROAD DEVELOPMENT COMPANY
(A Limited Partnership)

By: TWIN OAKS III (A Limited Partnership)
By: Robert B. Albright
Robert B. Albright
General Partner

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

P. H. O. 6

FILED AT <u>9:45</u>	BEAUFORT COUNTY S. C. JUN 17 1960	RECORDED IN BOOK <u>202</u> PAGE <u>125</u>
P. H. O. 6 <u>Rebecca L. Dwyer</u> CLERK OF COURT OF COMMON PLEAS		

PERSONALLY appeared before me Marilyn L. Phillips, who on oath, says that he saw the within named PALMETTO BAY ROAD DEVELOPMENT COMPANY, by Robert B. Albright, as General Partner of Twin Oaks III, a Limited Partnership, sign the within instrument, and Rebecca L. Dwyer, attest the same, and the said Corporation, by said officers, seal said instrument and, as its act and deed, deliver the same, and that he with Rebecca L. Dwyer witnessed the execution thereof.

Marilyn L. Phillips

SWORN to before me
this 14th day of June, 1960

Law Offices of
Downing, Sanders, Duvall
Novell & Swaine, P.A.
Beaufort, S. C.

Rebecca L. Dwyer (SEAL)
Notary Public for South Carolina
My Commission Expires: 5/4/78

DECLARATION OF PROVISIONS FOR
PALMETTO BAY CENTER OWNERS' ASSOCIATION, INC.

ADPNA? (HW)
302
696 P. 690

THIS DECLARATION, made the 13th day of June, 1980, by Palmetto Bay Road Development Company, a limited partnership organized and existing under the laws of the State of Ohio, and registered and qualified in the State of South Carolina, hereinafter called "Company".

WITNESSETH:

WHEREAS, the Company is the owner of the real property described in Article II of this declaration and desires to create thereon a commercial subdivision known as Palmetto Bay Center with certain roadways and common properties for the benefit of the said subdivision; and

WHEREAS, Company desires to provide for the preservation of the values and amenities in said neighborhood and for the maintenance of certain roadways, and Common Properties; and, to this end, will subject the real property described in Article II by reference in individual deeds to the covenants, restrictions, easements, affirmative obligations, charges and liens set forth in Beaufort County Deed Book 902 at Page 1085; and

WHEREAS, Company has deemed it desirable, for the efficient preservations of the values and amenities in said subdivision, to create an agency to which shall be delegated and assigned the power and authority of maintaining, administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

WHEREAS, Company has caused or will cause to be incorporated under the laws of the State of South Carolina, as a non-profit corporation, Palmetto Center Owners' Association, for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth, The Company shall also cause to be drawn by-laws to provide for the efficient management of the said Association.

Law Offices of
Dowling, Sanders, Davis,
Nowik & Svalina, P.A.
Beaufort, S. C.

NOW, THEREFORE, the Company declares that the real property described in Article II in which this Declaration is referred to in individual deeds is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens (sometimes referred to as "the covenants"), hereinafter set forth.

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ARTICLE I
DEFINITIONS

Section 1. The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to the Palmetto Bay Center Owners' Association, Inc., a South Carolina non-profit corporation which the Company has formed or will cause to be formed.

(b) The "Property" or "Properties" shall mean and refer to the Property described in Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land with any improvements thereon which are deeded to the Association and designated in said deed as "Common Properties". The term "Common Properties" shall include any personal property acquired by the Association, if said property is designated as "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the owners of the Properties (subject to any fee schedules and operating rules adopted by the Association).

(d) "Lot" shall mean and refer to any parcel of land in the Property owned by the Company at the date of this Declaration and intended to be conveyed in the future to others, other than the Association.

(c) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple, title to any lot situated upon the Properties but, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any Lessee or Tenant of an Owner. 698

(f) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Section I of Article III hereof.

(g) "Company" shall mean the Palmetto Bay Road Development Company and its successors and assigns other than purchaser of lots in the Property.

ARTICLE II

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed, leased and occupied, subject to these covenants, is limited to that real property located on Hilton Head Island, Beaufort County, South Carolina, which is within Palmetto Bay Center as described in Exhibit A hereto attached and by reference incorporated herein and for which this Declaration shall have been referenced in the initial conveyance from the Company.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Company and every person or entity who is a record owner of a fee simple or undivided fee simple interest in any Lot which is made subject to this Declaration by reference in the initial deed conveyance from the Company to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a member of the Association.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

CLASS "A". Class "A" Members shall be all those owners as defined in Section One (1) with the exception of the Company. Class "A" Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section One (1). When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS "B". The Class "B" Member shall be the Company. The Class "B" Member shall be entitled to one vote plus one vote for each held by a Class "A" Member. One vote of the Class "A" Membership shall be equivalent to one vote of Class "B" Membership. The total vote of the Association shall consist of the sum of the votes of Class "A" Members and of the votes of Class "B" Members.

When the Company no longer owns any Lot in Palmetto Bay Center or at such other earlier time as determined by the Company at its sole discretion, the Class "B" membership shall cease and terminate.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of these covenants and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with title of every Lot.

Section 2. Title to Common Properties. The Company shall relinquish title to the Common at its sole discretion, but not later than the earlier of the following: (i) the Company has sold thirty (30) lots in Palmetto Bay Center in the deeds to which reference is made to this Declaration; or (ii) July 1, 1984. The Company hereby covenants for itself, its successors, and assigns that at such time it will convey the Common Properties to the Association, and the Association shall be considered activated. The Company at time of activation or as soon thereafter as possible shall call the initial meeting. The Association shall have the sole responsibility of maintenance, repair, and governing of the Common Properties in Palmetto Bay Center.

Section 3. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Company and of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures;
- (c) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of rights of any member of any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment;
- (d) The right of the Company to dedicate or transfer to any public or private utility, utility easements on any part of the Common Properties; and

(e) The right of the Association to give or sell all or any part of the Common Properties including a leasehold interest to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such shall be authorized by the vote of three-fourths (3/4) of the vote at a duly called meeting and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken. A true copy of such resolution together with a certificate of the result of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the membership.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lot within the Property as described in Article II, Section I hereby covenants and by acceptance of a deed thereof, if such deed or other conveyance, makes reference to this Declaration shall be deemed to covenant and agree to all the terms and provisions of these covenants and to pay to the Association: (1) Annual Assessments or charges; (2) Special Assessments for the purposes set forth in Section 4 of this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments together with such interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing

lien on the land and all the improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. In the case of co-ownership of a Lot or Dwelling Unit, all of such co-owners of the Lot or Dwelling Unit shall be jointly and severally liable for the entire amount of the assessment. 702

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used for the improvement, maintenance, and operation of lagoon and roads, common parking areas, lighting, signage, and other Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

The Special Assessments shall be used for the purposes set forth in Section 4 of this Article.

Section 3. Basis and Maximum of Annual Assessments. The annual assessment will be determined and approved by three-fourths (3/4) of the vote at the first Association meeting, at which time the Company will propose a budget for Association's improvements, maintenance and operation of lagoons, roads, common forest, common parking and other Common Properties. The annual assessments may be increased each year by fifteen (15%) percent of the maximum authorized assessments for the preceding year unless three-fourths (3/4) of the vote at the annual meeting votes against said increase or votes to increase said annual assessment by a greater amount or to decrease the annual assessment.

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

Section 4. Special Assessments for Improvements and Additions. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto or addition to the Common Properties, provided that any such assessment shall have the assent of three-fourths (3/4) of the vote at a duly called meeting of Members, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. 703

Section 5. Quorum for Any Action Authorized. The presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at a meeting, another meeting may be called subject to the notice requirement set forth in Section 4.

Section 6. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The Assessments for any year, after the first year, shall become due and payable the first day of January of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof, as the remaining number of months in that year bear to twelve. The same

reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessments under Section 4 hereof shall be fixed in the resolution authorizing such assessments. 704

Section 7. Proration of Assessments. Each lot owner who is a member of the Association as of the date of the commencement of each annual assessment after activation of the Association as provided herein, shall pay an equal share of the assessment for that year.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period and shall, at that time prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereon be sent to every Owner subject thereto.

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

Section 9. Effect of Non-Payment of Assessment; The personal obligation of the Owner; The Lien Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 6 hereof), then such assessment shall become delinquent and shall (together with interest thereon at a rate equal to the Chase Manhattan prime rate per annum

from the due date and cost of collection as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made. The personal obligation of the Owner at the time of the assessment to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. 705

If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed on the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt property. The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein:

(a) The grantee in conveyances made for the purpose of granting utility easements;

(b) All properties to the extent of any easement therein other than a utility easement dedicated and accepted by the local public authority and devoted to public use which does not adversely affect the owner's use of the property;

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(c) All Common Properties as defined in Article I, Section 1, hereof.

(d) All properties exempted from taxation by the laws of the State of South Carolina, upon the terms and to the extent of such legal exemptions;

(e) Subject to the provisions of Section 10 of this Article, all properties owned by a mortgagee as a result of foreclosure or a proceeding in lieu of foreclosure.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company or the Owner of any land subject to this Declaration, their respective legal representative, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless three-fourths (3/4) of the vote at the annual meeting approves a change in the covenants and restrictions. The covenants may be amended at any time if three-fourths (3/4) of the vote at a duly called meeting of the Association approves the change. Provided, however, that no such agreement to change shall be effective unless made and recorded sixty (60) days in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner of a Lot and the Company at least thirty (30) days in advance of any action taken. During the period ending one year from the date these covenants are recorded, the Company may amend or add to these covenants, without the consent of the

membership, to clarify or make provisions for any items which the Company in its sole discretion considers necessary or desirable. The Company shall not, by reason of the power herein reserved, have the right to alter the amount, or method of making, annual or special assessments. 707

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenants or restrictions, either to restrain violation or to recover damage, and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner or the Company to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 4. Severability. Should any covenant or restriction herein contained, or any Article, Section, Sub-section, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 5. By-Laws. The By-Laws of the Association shall be drawn and approved by the Company and shall be drawn to govern meetings, duties, etc. of the Association. Upon promulgation of said by-laws, the Company shall cause them to be recorded. Recordation shall be deemed to be notice to the Association and members thereof.

708

IN WITNESS WHEREOF, the Company has caused this instrument to be executed the day and year first above written, by its General Partner.

WITNESSES:

Marilyn L. Phillips
Rebecca D. Drake

PALMETTO BAY ROAD DEVELOPMENT COMPANY
(A Limited Partnership)

BY: TWIN OAKS III
(A Limited Partnership)

By: Robert B. O'Driscoll
ROBERT B. O'DRISCOLL
General Partner

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Marilyn L. Phillips, who on oath, says that he saw the within named PALMETTO BAY ROAD DEVELOPMENT COMPANY, by its its sign the within instrument, and its attest the same, and the said Corporation, by said officers, seal said instrument and, as its act and deed, deliver the same, and that he with Rebecca D. Drake witnessed the execution thereof.

Marilyn L. Phillips

SWORN to before me this
13 day of June, 1900.

Rebecca D. Drake (SEAL)
Notary Public for South Carolina
My Commission Expires: 8/1/88

Law Offices of
Dovling, Sanders, Paine
Novak & Swartz, P.A.,
Beaufort, N. C.

Section 5. By-Laws. The By-Laws of the Association shall be drawn and approved by the Company and shall be drawn to govern meetings, duties, etc. of the Association. Upon promulgation of said by-laws, the Company shall cause them to be recorded. Recordation shall be deemed to be notice to the Association and members thereof.

708

IN WITNESS WHEREOF, the Company has caused this instrument to be executed the day and year first above written, by its General Partner.

WITNESSES:

Marilyn L. Phillips
Rebecca L. Deats

PALMETTO BAY ROAD DEVELOPMENT COMPANY
(A Limited Partnership)

BY: TWIN OAKS I, II
(A Limited Partnership)

By: Robert B. Olbricht
ROBERT B. OLBRICHT
General Partner

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Marilyn L. Phillips, who on oath, says that he saw the within named PALMETTO BAY ROAD DEVELOPMENT COMPANY, by _____ its _____, sign the within instrument, and by _____ its _____, attest the same, and the said Corporation, by said officers, seal said instrument and, as its act and deed, deliver the same, and that he with REBECCA L. DEATS witnessed the execution thereof.

Marilyn L. Phillips

SHORN to before me this
12th day of June, 1920.

Rebecca L. Deats (SEAL)
Notary Public for South Carolina
My Commission Expires: 6/9/28

Law Office of
Elizabeth Sanders, Dallas
New York, P.A.
Beaufort, S. C.

EXHIBIT A

ALL that certain piece, parcel or tract of land situate, lying and being known as Palmetto Bay Center, located in the Palmetto Bay area of Hilton Head Island, Beaufort County, South Carolina, originally described as containing 35.370 acres as shown and described in Plat Book 21 at Page 112. For a more detailed meter and bound description, reference is hereby made to said plat of record.

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This being the same property conveyed to Palmetto Bay Road Development Company by deed from Central Real Estate Investments, Inc., dated January 30, 1979 and recorded on April 24, 1979, in Beaufort County Deed Book 280 at Page 633.

It is not intended that the document to which this description shall be attached shall cover the entire property described above. Applicability to the lots located within the property described above shall, as indicated therein, be by reference to initial deeds of conveyance.

DSD YMS

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<i>9-15</i>		<i>302</i>
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<i>Thomas W. Beaulieu</i> CLERK OF COURT OF COMMON PLEAS		

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13759

STATE OF SOUTH CAROLINA)	NON-EXCLUSIVE	
COUNTY OF BEAUFORT)	CROSS PARKING EASEMENT	
)	AND EASEMENT FOR INGRESS	248
		AND EGRESS	

This Agreement is made, entered into and effective the 31st day of June, 1991, by and between Elguin Partnership, Post Office Box 6029, Hilton Head Island, South Carolina 29938, its successors and assigns (hereinafter referred to as "Elguin") and Church of Christ on Hilton Head Island, c/o Wayne Smith Construction Company, Post Office Box 5457, Hilton Head Island, South Carolina 29938, its successors and assigns (hereinafter referred to as "Church of Christ").

WHEREAS, Elguin is the owner of that certain tract of land, containing .51 acres, more or less, located on Hilton Head Island, in Beaufort County, South Carolina, which is more particularly described on the attached Exhibit "A" (hereinafter referred to as Property "A"); and

WHEREAS, Church of Christ has acquired the .64 acres, more or less, which property is more particularly described on the attached Exhibit "B" (hereinafter referred to as Property "B"); and

WHEREAS, it is the intent of Elguin and Church of Christ to provide one unto the other a non-exclusive easement on, over and across the paved driveways and walkways of their respective properties in order to provide a reasonable means of access to, and utilization of the parking facilities located on Property "A" and "B" and for a pedestrian easement from said respective parking facilities to the property of the other, said easement to be for the use of Church of Christ on Sundays, Wednesday evenings and at such other scheduled church activities which may be agreed to in advance by Elguin and Church of Christ, and said easement to be for the use of Elguin Monday through Saturday during normal business hours and for any specially scheduled activities of Elguin as may be agreed to in advance by Elguin and Church of Christ.

In granting and being a recipient of a non-exclusive easement herein, Elguin and Church of Christ and their respective successors and/or assigns hereby specifically agree to indemnify and hold harmless the other from and against any and all damages or claims thereof arising out of or in connection with the easement herein granted and/or received.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, one paid to the other, the receipt and sufficiency of which is hereby acknowledged, Elguin and Church of Christ one unto the other, hereby grant, bargain, sell and convey a permanent non-exclusive cross easement and right-of-way for ingress and egress

BIEL CLARK
& JOHNSON
ATTORNEYS AND COUNSELLORS AT LAW
HILTON HEAD ISLAND, SC

EXHIBIT D

on, over and across those portions of the existing paved driveways, walkways and parking areas currently contained within the Properties which are more particularly described on the attached Exhibit "A" and "B". The cross easements granted herein shall allow and permit Elguin and Church of Christ to utilize the existing paved driveways, walkways and parking areas currently located within the property of the other to provide a means of reasonable and convenient paved vehicular access to parking facilities and a pedestrian easement from the parking facilities to the property of the other. The cross easements granted herein shall be limited to the paved wearing surfaces of those existing driveways, walkways and parking areas and either Elguin or Church of Christ shall have the right to relocate, change, reconfigure and reorient the Easement Areas on their respective property provided the other party shall continue to have a reasonable and convenient means of paved vehicular access across the property to the parking facilities, and a pedestrian easement from said parking facilities to the boundaries of the property. 49

The parties hereto agree to maintain jointly the common drive, a portion of which lies within the boundaries of Elguin's property and a portion of which lies within the boundaries of the Church of Christ's property. Any and all expenses for the maintenance of same shall be agreed to in writing by the parties prior to the expenditure of any funds and shall be funded equally, unless otherwise agreed to in writing by the parties.

The grant of the easements herein shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns. The easements granted herein on, over and across the Property of the parties hereto shall terminate simultaneously with the transfer of all or any portion of said properties by the Church of Christ, but shall remain in full force and effect subsequent to a transfer of all or any portions of Property B by Elguin.

IN WITNESS WHEREOF, Elguin and Church of Christ have caused this Non-Exclusive Easement For Cross Parking, Ingress and Egress to be executed by their duly authorized officers and representatives effective the day and year first above-written.

WITNESSES:

Barbara D. Markoff
Elizabeth Spatcher

ELGUIN PARTNERSHIP

By: (1) *R. Arnold Ellison, Jr.*
R. Arnold Ellison, Jr.

Attest: (1) *Francis J. Gasco, Jr.*
Francis J. Gasco, Jr.

BEL CLARK
& JOHNSON
ATTORNEYS AND COUNSELORS AT LAW
MELTON HEAD ISLAND, SC

CHURCH OF CHRIST ON
HILTON HEAD ISLAND
Hilton Head Island, South Carolina

(2) Robert A. Hartog
(3) Francis Ellison

By: (1) S. Wayne Smith 250

Attest: Ch Wayne Beiser

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT (4))

PROBATE 15

PERSONALLY appeared before me Barbara D. Markaffer, who states on oath that s/he saw the within Elguin Partnership by R. Arnold Ellison, Jr., its Partner, sign the within Easement and Francis J. Guscio, Jr., its Partner, attest the same, and the said Corporation, by said officers, seal said Easement, and, as its act and deed, deliver the same, and that s/he with Elizabeth S. Bachturynski witnessed the execution thereof.

(7) Barbara D. Markaffer

SWORN TO BEFORE ME this
31 day of May, 1991.

Elizabeth S. Bachturynski
Notary Public for South Carolina
My Commission Expires: May 20, 1994

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT (4))

PROBATE

PERSONALLY appeared before me (5) Robert A. Hartog, who states on oath that s/he saw the within named Church of Christ on Hilton Head Island by S. Wayne Smith, its Chairman, sign, seal, and as its act and deed, deliver the within Easement, and that s/he with Francis Ellison witnessed the execution thereof.

(7) Robert A. Hartog

SWORN TO BEFORE ME this
3 day of June, 1991.

Robert A. Hartog
Notary Public for South Carolina
My Commission Expires: 11-1-99

BEL. CLARK
& JOHNSON
ATTORNEYS AND COUNSELORS AT LAW
HILTON HEAD ISLAND, SC

EXHIBIT A

ALL that certain piece, parcel or lot of land situate, lying and being in Palmetto Bay Commercial Subdivision on Hilton Head Island, Beaufort County, South Carolina, shown and described as Lot Number 46 on a plat recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 29. Said property having dimensions, metes and bounds as shown on the above-mentioned plat.

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EXHIBIT B

ALL that certain piece, parcel or lot of land situate, lying and being in Palmetto Bay Commercial Subdivision on Hilton Head Island, Beaufort County, South Carolina, shown and described as Lot Number 47 on a plat recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 29. Said property having dimensions, metes and bounds as shown on the above-mentioned plat.

Biel, Clark & Johnson

FILED AT	BEAUFORT COUNTY S.C.	RECORDED IN BOOK
11:12 O'CLOCK	JUN 12 1991	577 PAGE
A		248
<i>Sherrill A. Loubser</i> REGISTER OF MESNE CONVEYANCES		

1121

TAX MAP REFERENCE NUMBER: 550-14-00-860-00

This being the same property conveyed to Grantor herein by Deed of Palmetto Bay Road Development Company, A Limited Partnership dated March 30, 1981 and recorded in the RMC Office for Beaufort County, South Carolina in Deed Book 319 at Page 715.

This Deed was prepared in the Law Office of John P. Qualey, Jr., P.A., Post Office Drawer 10, Hilton Head Island, South Carolina 29938, by John P. Qualey, Jr., Esquire.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said SEA PINES PUBLIC SERVICE DISTRICT, its successors and assigns forever.

AND the said ELGUIN, A GENERAL PARTNERSHIP does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said SEA PINES PUBLIC SERVICE DISTRICT, its successors and assigns, against itself and its successors, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Board of Zoning Appeals
FROM: Nicole Dixon, CFM, *Senior Planner*
DATE: April 30, 2014
SUBJECT: Administrative Waivers

The Board of Zoning Appeals (BZA) requested that staff keep them informed of administrative waivers that are granted by staff based on the provisions in Section 16-7-106 of the Land Management Ordinance (LMO). This memo will be distributed every month at the regular BZA meetings and will be discussed under staff reports on the agenda. Even if there have been no waivers for the month, a memo will be included in the packet to inform the BZA members of that.

The following language is contained in Section 16-7-106 Waiver by Administrator which gives the Administrator the power to grant waivers for existing nonconforming structures and site features.

“The Administrator may waive any provision of Article III or IV dealing with nonconforming structures and site features, respectively, upon a determination that:

- A. The proposed expansion, enlargement or extension does not encroach further into any required buffers or setbacks or increase the impervious area; and
- B. The proposed expansion, enlargement, or extension does not occupy a greater footprint than the existing nonconforming site feature or structure; and
- C. The proposed expansion, enlargement, or extension does not result in an increase in density greater than allowed per Sec. 16-4-1501, or the existing density, whichever is greater; and
- D. The applicant agrees to eliminate nonconformities or provide site enhancements that the Administrator determines are feasible in scope and brings the site into substantial conformance with the provisions of this Title (e.g. meeting buffer, impervious area and open space requirements); and
- E. The proposed expansion, enlargement or extension would not have a significant adverse impact on surrounding properties or the public health, safety and welfare; and
- F. If an applicant requests to relocate a nonconforming structure on the same site, they must bring the structure into conformance to the extent deemed practicable by the Administrator.”

There have been no administrative waivers granted by staff since the April Board of Zoning Appeals meeting.