



CHESTER COUNTY TRANSPORTATION COMMITTEE

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, September 5th, 2023 at 5:45 PM

CTC AGENDA

- 1. Call to Order**
- 2. Approval of Minutes**
 - a. June 5th, 2023 minutes.
 - b. May 1st, 2023 minutes.
- 3. New Business**
 - a. Introduction of Brian Faulkenberry, from Infrastructure Construction and Engineering Company. Robert Hall.
 - b. Recommendation for the Annual Allotment paving program for 2024. Robert Hall.
 - c. Recommendation for the One-Time Money paving program for 2024. Robert Hall.
 - d. Approval of Road and Sign Reimbursement for \$ 49,787.71 for road/sign materials to the Road Department. - Robert Hall.
- 4. Adjourn**



SPECIAL CALLED
CHESTER COUNTY TRANSPORTATION COMMITTEE
Monday, June 5th, 2023 **at 5:50 PM**
R. Carlisle Roddey Chester County Government Complex
1476 J A Cochran Bypass, Council Chambers

CTC MINUTES

Present: Chairman Branham, Vice Chairman Wilson, Councilman Vaughn, Councilwoman Mosley, Councilman Agee, Councilman Guy, County Administrator Hester, County Attorney Winters and Clerk to Council Lee. **Absent:** Councilman Killian with prior notification.

1. **Call to Order-** Chairman Branham called the meeting to order at 5:54 pm.
2. **New Business**
 - a. **Approval to SCDOT in the amount of \$500.00 dollars to erect dedication signs that reads “Torrey Craig Highway” in the Town of Great Falls, SC.**
Councilman Vaughn motioned to approve with a change to the wording from “highway” to “avenue”.
He had reached out to all the parties involved, no one had a problem with the name change to read “Torrey Craig Avenue” second by Councilwoman Mosley. Vote 6-0 to approve.
3. **Adjourn**
Vice Chairman Wilson motioned to adjourn second by Councilman Vaughn. Vote 6-0 to adjourn.

Karen Lee, Clerk to Council



CHESTER COUNTY TRANSPORTATION COMMITTEE
R. Carlisle Roddey Chester County Government Complex
1476 J.A. Cochran Bypass Chester, SC 29706
Monday, May 1st, 2023 at 5:30 PM

CTC MINUTES

Present: Chairman Branham, Vice Chairman Wilson, Councilman Vaughn, Councilwoman Mosley, Councilman Agee, Councilman Killian, County Administrator Hester, County Attorney Winters and Clerk to Council Lee. Councilman Guy @ 5:38 pm,

1. Call to Order-Chairman Branham called the meeting to order.

2. Approval of Minutes

a. January 26th, 2023 minutes.

Councilman Vaughn motioned to approve, second by Councilman Killian. 6-0 to approve.

b. January 17th, 2023 minutes.

Councilwoman Mosley motioned to approve, second by Vice Chairman Wilson. 6-0 to approve.

3. Old Business

a. Update on existing CTC projects. - Bill Coleman.

Mr. Coleman stated the county roads list that was approved had been finished except for a few minor areas that they would need to go back and repair. The approved list for state roads had not been started due to the fact SCDOT equipment was down. They were having trouble obtaining parts, he also wrote to them explaining the situation since the deadline was not met. He stated he can't see how they would penalize the County CTC when the County was waiting on them. Once they get the equipment back in operation Pilgrim Road will be the first one, they start on.

Councilman Killian asked about Ward Road stating he had received complaints from citizens. Mr. Coleman stated he was not familiar with that road.

Chairman Branham stated he had received complaints about Discovery Road also.

Mr. Coleman stated he would look at both roads.

Councilman Vaughn inquired about Dearborn Street.

Mr. Coleman stated the SCDOT equipment being down would not affect Dearborn but would affect the timeline for Pilgrim Road.

4. New Business

a. Discussion regarding the State CTC meeting update. Bill Coleman.

Mr. Coleman handed out brochures to Council from a presentation he had attended at SCDOT. He stated SCDOT has a lot of money and they're spending a lot of money bidding out roads. I know you don't realize it but if you look at this book, and this book is the gospel, and when it says they done it they've done it, and they told us at that meeting, they've done it. In fact, they've over done it to be honest with you. They put so much cement on the street that the contractors can't buy it and the cement mills can't make it. They were also working on bridges. And we're four years behind.

b. Approval of Bid RFB 22-54 Chester County On-Call Maintenance Projects Faulkner Development and Engineering, LLC in the amount of \$ 129,900 dollars. - Bill Coleman.

Mr. Coleman stated they were trying something new. Every time we get a contract out. We end up with a driveway pipe torn up and has to be replaced, or somebody's knocked the end off of one. Public Works doesn't have the manpower to fix it. So, I'm trying an On Call Project. They have 40 different items on this project, and they've given us a unit price to do the work. From now on when we get a pipe that's busted in the driveway, we will call him up to say we got 18 feet x 18-inch pipe needs to be replaced and paved over top. Put riprap on each end, and we get a fixed price. We don't have to change order prices that always inflated, and he thinks it's going to work out like a jewel. We did it so that small contractors could bid. I'm not familiar with Faulkner. Except I understand that he's a good guy who does good work. Maybe some of y'all know him. This will be a test project, but he believes it's going to really be good for it to be successful.

Vice Chairman Wilson asked to be clear this was not project specific but as long as projects pop up, this would basically give approval to use this method going forward.

Mr. Coleman stated that was correct, each project would be done by a separate PO (purchase order) Susan Cok is good with keeping up with this. If a project goes over \$100,000 dollars, it will have to be bonded so they don't plan on going over. Most of the projects would run between \$15, 000 to \$20,000 dollars.

Administrator Hester stated this would probably save money at the end of the day, the way its set up it would be a good practice. Councilman Vaughn motioned to approve, second by Vice Chairman Wilson Vote 7-0 to approve.

c. Approval of Road and Sign Reimbursement for \$ 25,325.01 for road/sign materials to the Road Department. - Robert Hall. Vice Chairman Wilson motioned to approve, second by Councilman Vaughn. Vote 7-0 to approve.

d. Recommendation to change the CTC accounting process. - Administrator Hester.

Administrator Hester stated there's two methods for accounting, one's D O T administered the other is we're the self-administrator of those funds. Used to we've got charged under DOT's administration plan 3% for them to administer and they have waived that. So now going forward in the future. We can let the DOT administer those funds or administer that program for us. With them administering the program. It does a couple of things once we encumbered, we authorize the expenditure. We won't be in the same situation we're in right now if their equipment breaks down or for whatever reason we can't get the roads paved or the money spent. And I don't know if you guys are aware, but currently, we're in jeopardy because of their equipment being down so we would have to give back the 25% allocation that we've got for state roads. It's actually 33% but because we had extra funds, it came to us it was only 25 in this group. Under this recommendation, you go back with DOT administering the program, as long as we authorize it, and that money has been authorized out whether they've got it done or not. We're not in jeopardy of having to give back money. That makes sense to everyone. The

other thing that's important with the administration being self-administered is it's a tremendous amount of work for Mr. Darby, especially at the end of the year when he has to provide reports to SCDOT. And they're very detailed reports. There's an audit that goes with that, under the SCDOT administer program. We're not responsible for that. On page nine of the booklet that Mr. Coleman gave you there's a little bit of comparison to it one side has the DOT administer one side has to self-administered so you can take a look at it if you want, he felt like for the County it would be a win-win situation since they've waived 3% fee. Chairman Branham motioned to change the accounting process for C funds from the self-administered to the SCDOT administered accounting second by Councilman Killian. Unanimous vote.

e. Discussion regarding Commerce Drive. - Administrator Hester.

Administrator Hester stated over the past three years there had been a lot of discussion about Commerce drive and how to repair it and what part of it belongs to the County. In the packets Mr. Bill Coleman had recommended creating a turn lane for trucks and tractor trailers to help ease some of the wear and tear on Commerce drive. The money was in the budget to have it done.

Mr. Coleman stated he had given SCDOT a copy of what they want to do but wanted to get Council's input first.

Administrator Hester stated right now this was for information, if SCDOT gives their approval for Council to go forward it could be voted on at the next CTC meeting in September.

5. Adjourn

Vice Chairman Wilson motioned to adjourn, second by Councilman Killian. Unanimous vote.

Karen Lee, Clerk to County Council

ACTION NEEDED: 2024 ANNUAL CTC FUNDS	Public Works suggests that CCTC select the roads recommended below for the annual allotment paving program in 2024.	BUDGETED AMOUNT: \$1,559,900.00
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District	Road Name	Length in miles	Estimated Cost	Houses	Scale	Category	Date	Comments
1	Raxter Road	0.330	\$ 137,600.00	13	F	2	9/1/2020	
1	Grove Park Dr	0.270	\$ 136,144.82	8	D	3	7/20/2023	
2	Bridgewood Dr	0.280	\$ 160,583.02	12	D	3	7/8/2023	
3	Antler Drive	0.470	\$ 120,400.00	8	F	2	9/1/2020	
3	Partridge Lane	0.200	\$ 97,500.00	7	D	3	8/25/2020	
4	Belaire Drive	0.500	\$ 146,610.00	2	F	3	4/29/2022	
4	Connor Rd (S-462)	0.880	\$ 404,534.00	7	D	3	4/14/2022	
5	Nancy's Place	0.240	\$ 97,300.00	5	F	2	9/1/2020	
6	Branch Street (S-106)	0.190	\$ 121,169.00	18	F	3	7/15/2022	
6	Linda Lane	0.080	\$ 61,980.00	4	F	2	5/9/2023	
			\$ 1,483,820.84	Total Cost				

Total amount spent in each district (County and SCDOT Roads)

1		\$ 273,744.82
2		\$ 160,583.02
3		\$ 217,900.00
4		\$ 551,144.00
5		\$ 97,300.00
6		\$ 183,149.00

\$ 1,483,820.84

Total amount of one-time money and annual allotment spent

1	\$ 78,208.00	\$ 351,952.82
2	\$ -	\$ 160,583.02
3	\$ -	\$ 217,900.00
4	\$ -	\$ 551,144.00
5	\$ 140,069.00	\$ 237,369.00
6	\$ -	\$ 183,149.00

\$ 218,277.00 \$ 1,702,097.84

2024 ONE-TIME FUNDING FROM STATE FOR PAVING ROADS AMOUNT ALLOTTED TO Chester County - \$271,300.00

ALLOTTED TOTAL	\$1,831,200.00
TOTAL COST ESTIMATES	\$1,702,097.84

- Category 1 Minor Patching and resurfacing
- Category 2 Major Patching and resurfacing
- Category 3 Rehabilitate base and resurface
- Category 4 Dirt

Balance Remaining: \$129,102.16

These are the roads Recommended by Public Works to be paved with One-Time Money in 2024

District	Road Name	Length in miles	Estimated Cost	Houses	Scale	Category	Date Submitted	Comments
1	Friendship Drive	0.170	\$ 78,208.00	6	F	3	7/20/2022	
5	Enix Rd (S-826)	0.220	\$ 140,069.00	5	F	3	4/14/2022	
			\$ 218,277.00	Total Cost				



Chester County, South Carolina

Roads Department
Post Office Drawer 580
Chester, SC 29706

August 29, 2023

To: Chester County Transportation Committee

From: Chester County Road Department

Re: Reimbursement for Road Materials for Chester County Roads

Dear CCTC Members,

Please reimburse the following account (100-401-5225) for County road maintenance materials purchased between March 13, 2023 and August 22, 2023 as listed below:

Heidelberg Materials (Gravel and Rip Rap) - **\$28,687.22**

Coldprovia Cold Mix Asphalt - **\$2,365.14**

4S Sign & Supply Inc - **\$18,735.35**

The total amount for this period is **\$49,787.71**.

Regards,

A handwritten signature in black ink that reads "Randy Hall".

Randy Hall
Roads Department Supervisor



CHESTER COUNTY COUNCIL MEETING

Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, September 5th, 2023 at 6:00 PM

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
 - a. August 21st, 2023 Council minutes.
- 4. Citizen Comments**
- 5. Ordinances/Resolutions/Proclamations**
 - a. **2023-16** A Resolution To Authorize The County Of Chester, By Chester County Council, To Sell Certain Equipment And Vehicles Of The Sheriff's Office And Public Works Identified Herein Upon Such Terms And Conditions As Described
 - b. **2023-18** A Resolution To Amend The County Administrator Organizational Chart To Add The Position Known As Project Manager.
 - c. **2023-19** A Resolution To Amend The Parks, Recreation, And Tourism Organizational Chart To Add The Position Known As Parks & Recreation Supervisor.
 - d. **2023-20** A Resolution To Amend The Economic Development Organizational Chart To Remove The Position Known As Conference Center Coordinator.
 - e. **2023-21** A Resolution To Amend The Public Works Organizational Chart To Remove Two Positions Known As Maintenance Employees.
 - f. **2023-22** A Resolution To Amend The Parks, Recreation, And Tourism Organizational Chart To Add The Position Known As Conference Center Coordinator And Two Positions Maintenance Technician.
- 6. Administrator's Report**
- 7. Old Business**
 - a. **From: CCTC**
 1. Approval of Road and Sign Reimbursement for \$ 49,787.71 for road/sign materials to the Road Department purchased between March 13, 2023 and August 22, 2023 - Robert Hall.
 2. Recommendation for the annual allotment paving program for 2024.
 3. Recommendation for the One-Time Money paving program for 2024.

b. 2nd Reading of CCMA23-09 Gaston Springs LLC/Benji Layman request a portion (20.04 acres) of Tax Map #114-00-00-059-000 located at Gaston Farm Road and adjacent to I-77 to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). The Planning Commission voted 5-2 to approve.

c. 2nd Reading of CCMA23-10 Gaston Springs LLC/Benji Layman request a portion (150.76 acres) of Tax Map #114-00-00-015-000 located at Gaston Farm Road and adjacent to I-77 to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). The Planning Commission voted 5-2 to approve.

8. Council Comments

9. Adjourn

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill SC, WSOC-TV Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes.

Public Hearings:

- Each speaker will be limited to three minutes.

When introduced:

- Approach the podium, state your name and address.
- Speak loudly and clearly making sure that the microphone is not obstructed.
- Do not address the audience – direct all comments to Council.
- Do not approach the Council table unless directed.

Anyone addressing Council will be called out of order if you:

- Use profanity.
- Stray from the subject.
- Make comments personally attacking an individual member of Council.



CHESTER COUNTY COUNCIL MEETING MINUTES

Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, August 21st, 2023 at 6:00 PM

Present: Chairman Joe Branham, Vice Chairman Pete Wilson, Councilman Mike Vaughn, Councilwoman Erin Mosley, Councilman John Agee, Councilman Corey Guy, Councilman William Killian, County Administrator Brian Hester, County Attorney Joanie Winters and Clerk to Council Karen Lee.

1. **Call to Order** Chairman Branham called the meeting to order.
2. **Pledge of Allegiance and Invocation** Pledge was recited in unison; Councilman Guy gave the invocation.
3. **Approval of Minutes**
 - a. **July 17th, 2023 minutes.**
Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Unanimous vote.
4. **Citizen Comments**

Ron Thompson, 2615 Steele Village Road, Rock Hill addressed Council regarding being opposed to both Gaston Farm Springs rezoning.

Robin Dodson, 3631 Hernandez Road, Edgmoor, addressed Council regarding being opposed to both Gaston Farm Springs rezoning.

Joan Heid, 2440 Gill Jordan Road, Chester, addressed Council regarding being opposed to both Gaston Farm Springs rezoning.

Benji Layman, 8720 Red Oak Blvd, Charlotte, NC addressed Council regarding being in favor to both Gaston Farm Springs rezoning.

Tom Miller, 1682 Pleasant Grove Rd, Chester, addressed Council regarding being in favor to both Gaston Farm Springs rezoning.
5. **Ordinances/Resolutions/Proclamations**
 - a. **3rd Reading of 2023-17 An Ordinance to Amend the Chester County Procurement Policy.**
Vice Chairman Wilson motioned to approve, second by Councilwoman Mosley. Discussion: Councilman Agee stated changes still needed to be made. Administrator Hester stated it was a living document, changes could be made throughout the year. Vice Chairman Wilson called for the question. Vote was 6-1 to approve. Councilman Agee opposed.

b. **2023-17 Resolution to Change the Position Title of Benefits Administrator/Risk Tech to HR Generalist.** Administrator Hester stated a HR Generalist Position is a position that can do anything that needs to be done in HR and that's the goal is to expand that position. When you have a small operation like we do, people need to be able to do everything. And we don't need to be bound by a job description of only two functions in such a small department. Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Unanimous vote.

6. **Administrator's Report**

Administrator Hester gave updates on the following:

- Rodman Sports Complex- recommendation from Alliance to deny the contract from the lowest bid and start the process over.
- Lewis Fire Station-construction cost opinion was on budget and going out for construction bids after Labor Day.
- Animal Shelter- revisiting the design layout before moving forward to ensure the scope fits the county.
- Parks & Recreation/Tourism- Britt Stoudenmire officially starts on August 28.
- HR- meeting with the candidate went well and hoped the position will be accepted.
- Project Manager Position- Job posted on the county website, Indeed and SCAC website.
- Audit- secured Sheheen Hancock & Godwin, CPA to complete the county audit.
- Recognized County Employees for their hard work and customer satisfaction. Recycling Coordinator, Planning & Zoning Department, Economic Development, IT Department, and the Procurement/Purchasing Department along with County Attorney Winters.

7. **Old Business**

a. **Chester County Landfill Expansion Update. John Abercrombie, Labella Consultant.**

Mr. Abercrombie stated Labella was an engineering architectural firm who does environmental testing on landfills. The county's landfill as it is now would be out of airspace within seven to eight months, currently their option was to piggyback on top of the existing landfill. The permitting fee was around \$170,000 dollars. DHEC was allowing them to go over the top of the old landfill with construction demolition and build on top of what is already there. All the infrastructure is in place, all your groundwater wells are there, all your gas monitoring equipment's there, so that expenditure for that infrastructure is not necessary. It's all in place already. It will go up, the wider the space the higher it can go. He stated that it could go up to 150 feet high with no one seeing it based on the location of where it is.

b. **Chester County Rural Fire Updates- Interim Rural Fire Coordinator Kell Benson.**

Mr. Benson gave an update on the following:

- Maintenance repairs to equipment to keep the cost down.
- Maintain records of fire reports, physicals for firefighters along with training.
- Assist in fire investigation, oversees hazmat and Swiftwater teams.
- Onboarded three additional firefighters/EMT's out of the five that's budgeted and hopes to have the slots filled.
- Since July 1st 30 calls had been run, also had five structure fires, four human error one under investigation.
- Safety tests performed on all equipment.
- Three new fire trucks will come in around the first of the year. The trucks will be going to Rossville, Lewis and the City of Chester Fire Departments.
- North Chester Fire Department was almost complete.
- Improve the appearance of their training center to provide more classes.

8. New Business

a. 2023-2024 ATAX Recommendations- ATAX Chairperson Maria Hedgpath.

Mrs. Hedgpath provided Council the groups awarded ATAX moneys for the 2023-2024 fiscal year in the total amount of \$91,000 dollars. Councilman Agee motioned to approve, second by Vice Chairman Wilson. Unanimous vote.

b. Setting the 2023 Millage Rate- County Auditor Donnie Wade.

Mr. Wade stated there was no increase in the millage this year due to additional revenue coming into the county next year. Fee in lieu' s also came on and he was happy to start seeing that revenue coming in from them as well. Vice Chairman Wilson motioned to approve, second by Councilwoman Mosley. Unanimous vote.

c. Council to authorize the approval of \$2500 grant from Project Safe Pet Matching for spay & neuter with a 100% match. -Animal Control Acting Director Jessica Ruckart. Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Unanimous vote.

d. Council to authorize the approval of \$1200 grant from Southern Animal Welfare League for spay & neuter with a 100% match. -Animal Control Acting Director Jessica Ruckart. Councilwoman Mosley motioned to approve, second by Councilman Vaughn. Unanimous vote.

e. 1st Reading of CCMA23-09 Gaston Springs LLC/Benji Layman request a portion (20.04 acres) of Tax Map #114-00-00-059-000 located at Gaston Farm Road and adjacent to I-77 to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). The Planning Commission voted 5-2 to approve.

Vice Chairman Wilson motioned to approve contingent upon a developer's agreement to be in place by third reading, second by Councilwoman Mosley. Councilman Agee stated he wanted to have the workshop that was discussed at the July meeting regarding front loading houses before he would vote on this request. Chairman Branham stated they still had two more readings and to keep the process moving until more information was gathered.

Administrator Hester stated he would have a workshop put together before the second reading. **Vote 6-1 to approve. Councilman Agee opposed.**

f. 1st Reading of CCMA23-10 Gaston Springs LLC/Benji Layman request a portion (150.76 acres) of Tax Map #114-00-00-015-000 located at Gaston Farm Road and adjacent to I-77 to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). The Planning Commission voted 5-2 to approve. Councilman Vaughn motioned to approve contingent upon a developer's agreement to be in place by third reading, second by Councilman Killian. **Vote 6-1 to approve. Councilman Agee opposed.**

g. Approval of Walkers Mill Performance Bond. County Attorney Joanie Winters.

Attorney Winters stated there were three irrevocable letters of credit which are performance bonds. They are for each phase for Lennar Homes which is Walkers Mill and covers the county if Lennar does not complete the projects. The letters are a line of credit and good as money in the bank. Our ordinance requires the County Council to approve the letters of credit. Councilman Vaughn motioned to approve, second by Vice Chairman Wilson. **Vote 6-1 to approve. Councilman Agee opposed.**

9. Boards and Commissions

a. Appointment to the Catawba Council of Governments. County Council.

Vice Chairman Wilson motioned to appoint Carlos Williams, second by Councilwoman Mosley. Unanimous vote.

b. Appointment to the Gateway District Master Plan Steering Committee. County Council.

Councilwoman Mosley motioned to appoint David Bratton, second by Councilman Agee. Unanimous vote.

c. Re-Appointment to the Olde English District. County Council.

Councilwoman Mosley motioned to reappoint Susan Cruise, second by Councilman Guy. Unanimous vote.

d. Appointment to Parks & Recreation Advisory Board. Vice Chairman Wilson.

Vice Chairman Wilson motioned to appoint Laura Roberts, second by Councilman Vaughn. Unanimous vote.

10. Executive Session

Councilman Guy motioned to go to executive session, second by Councilwoman Mosley. Unanimous vote.

- a. To discuss contractual matters regarding County properties.
- b. To discuss a personnel matter regarding Parks and Recreation/Tourism.
- c. To discuss a personnel matter regarding Animal Control.

11. Council Actions Following Executive Session

a. Action taken regarding County properties contractual matters. Taken as information.

b. Action taken regarding Parks and Recreation/Tourism personnel matter.

Councilman Vaughn motioned to allow Administrator Hester to add the position of Parks and Recreation Supervisor under the Parks and Recreation/Tourism Director, second by Councilwoman Mosley. Unanimous vote.

c. Action taken regarding Animal Control personnel matter. Taken as information.

12. Council Comments

Councilman Agee thanked Larry Loftin, who is also battling brain cancer for donating a rider pedal car to Richburg Fire Department. And thanked him for all the work he has done for the community. Chairman Branham and Councilman Vaughn agreed and stated they would keep him in their prayers.

13. Adjourn

Councilwoman Mosley motioned to adjourn, second by Councilman Guy. Unanimous vote to adjourn.

Time: 9:15 PM.

Karen Lee
Clerk to Council

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill SC WSOC-TV Channel 9 Eyewitness News the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.



STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHESTER)

RESOLUTION NO 2023-16

A RESOLUTION TO AUTHORIZE THE COUNTY OF CHESTER, BY CHESTER COUNTY COUNCIL, TO SELL CERTAIN EQUIPMENT AND VEHICLES OF THE SHERIFF'S OFFICE AND PUBLIC WORKS IDENTIFIED HEREIN UPON SUCH TERMS AND CONDITIONS AS DESCRIBED

WHEREAS, S.C. Code §4-9-30(2) authorizes the Chester County Council to *sell or otherwise dispose of real and personal property*, and

WHEREAS, S.C. Code §4-9-130(6) requires an ordinance and a public hearing only for the sale of real property, and

WHEREAS, Chester County Council has determined that it is in the best interest of the County and the citizens of Chester County to sell or trade these vehicles and equipment in exchange for newer models.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING RESOLUTION IS HEREBY ADOPTED:

Chester County Council does hereby authorize the sale or trade of the following vehicles:

Vehicle #	Description	Tag #	V.I.N./Serial #	Mileage	Dept.
559	2012 Ford F150	IBG705	1FTFW1EF0CFA60423	165110	Facilities Maint
541	1999 Ford Ranger	CG48880	1FTYR10V8XPB72286	148082	Facilities Maint
182	2012 Ford F250	CG79907	1FT7W2B62CEA21997	103360	Facilities Maint
591	2008 Chevy Suburban	CG63745	1GNFK16368R250370	165110	Facilities Maint
536	2003 Ford F150	CG65344	2FTRF17W64CA26607	N/A	Recycling/Litter

Vehicle #	Description	Tag#	V.I.N./Serial #	Mileage	Dept.
511	2002 Ford Taurus	CG51226	1FAFP53262A197906	100204	Motor Pool
	1984 Chevrolet C20		2GCGK24MXE1180746	N/A	Lando Fire
507	1999 Freightliner		4UZ3CFAA6XCA66462	N/A	Fire Coordinator
311	1987 GMC Pumper Truck		1GDM7D1G1HV537759	N/A	Fire Coordinator
	2002 Ford F250 LB Truck		1FTNX20L82ED26870	N/A	Fire Coordinator
	Single Axle Travel Trailer		0418AH019C7290194	N/A	Fire Coordinator
	TellyGenicom Tally Line Matrix T6215 Model 621		Serial Number 121C228815		Auditor
115	2009 Chevrolet Tahoe		1GNEC03009R273108	N/A	Sheriff's Office
120	2009 Ford Explorer		1FMEU73859UA33758	N/A	Sheriff's Office

Chester County Council does hereby authorize the sale of the equipment and vehicles as listed in this Resolution.

Enacted and approved this ____ day of _____, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Joseph R. Branham, Chair
Chester County Council

Attest:

By: _____

Clerk to County Council
Chester County, South Carolina



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Resolution 2023-18

**AN RESOLUTION TO AMEND THE COUNTY ADMINISTRATOR ORGANIZATIONAL CHART
TO ADD THE POSITION KNOWN AS PROJECT MANAGER**

WHEREAS, the County Administrator has created the position known as Project Manager and the corresponding job description that outlines the duties of same; and

WHEREAS, this position operates at the level of a Director and has the reporting function to the County Administrator; and

WHEREAS, this position does not currently appear on the Organizational Chart of the County Administrator; and

WHEREAS, Section 4-9-30(6) of the Code of Laws of South Carolina empowers the County Council "...establish such agencies, departments, boards, commissions and positions in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge or abolish such agencies, departments, boards, commissions and positions..."

WHEREAS, County Council established by ordinance the methods by which the County Council shall establish agencies, departments and positions and alter existing agencies, department and positions.

WHEREAS, this method was determined that County Council must effect any changes to agencies, departments and positions either as a part of the budget process or be approved by the Council by a duly adopted resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Chester County Council does hereby add the position of Project Manager onto the organizational chart of the County Administrator for such time as this position is funded by the County budget.

DONE IN MEETING DULY ASSEMBLED, this 5th day of September 2023.

COUNTY COUNCIL OF CHESTER COUNTY

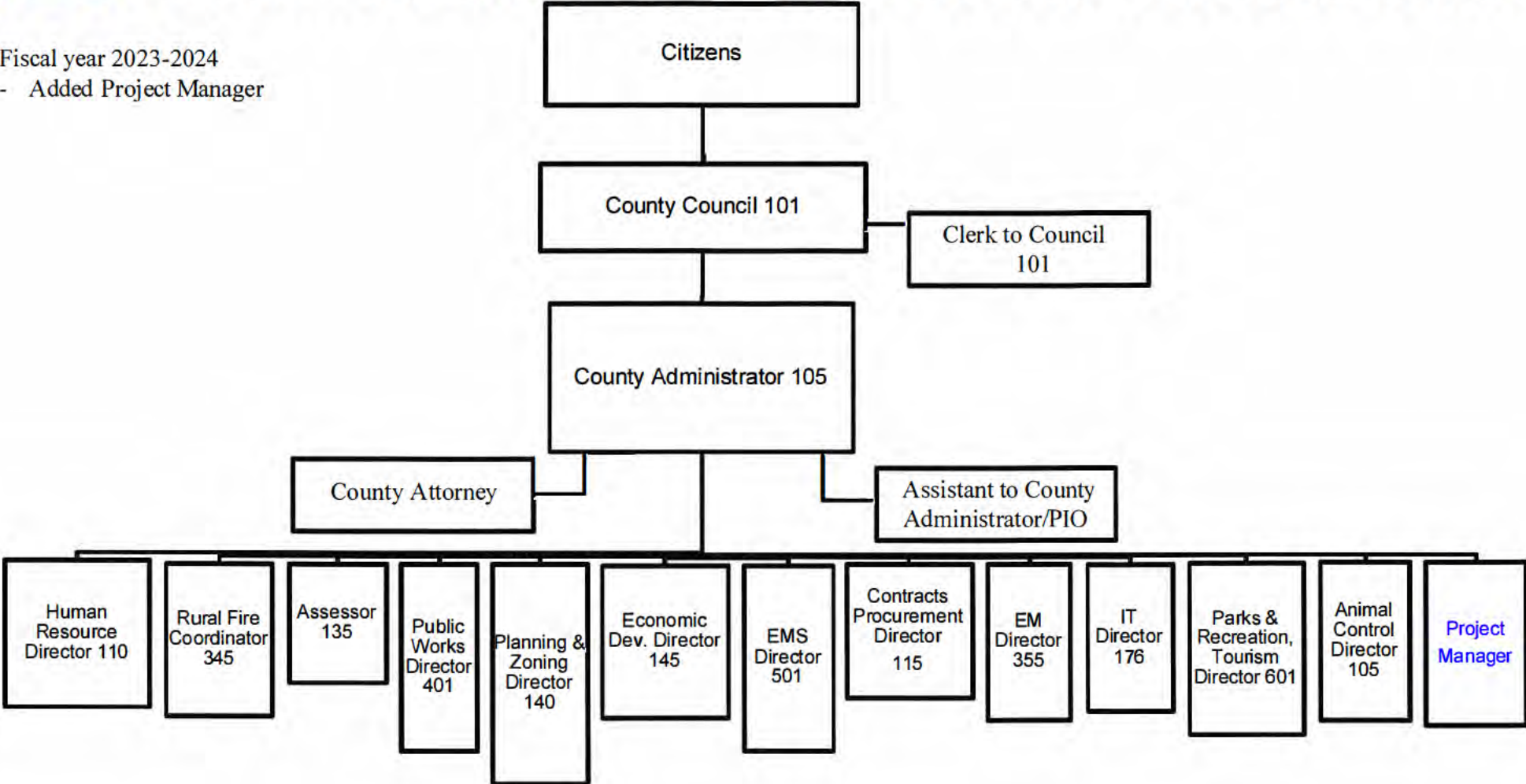
Joseph R. Branham
County Council of Chester County

ATTEST:

Karen Lee
Clerk to County Council of Chester County

NEW COUNTY ADMINISTRATOR- ORGANIZATIONAL CHART

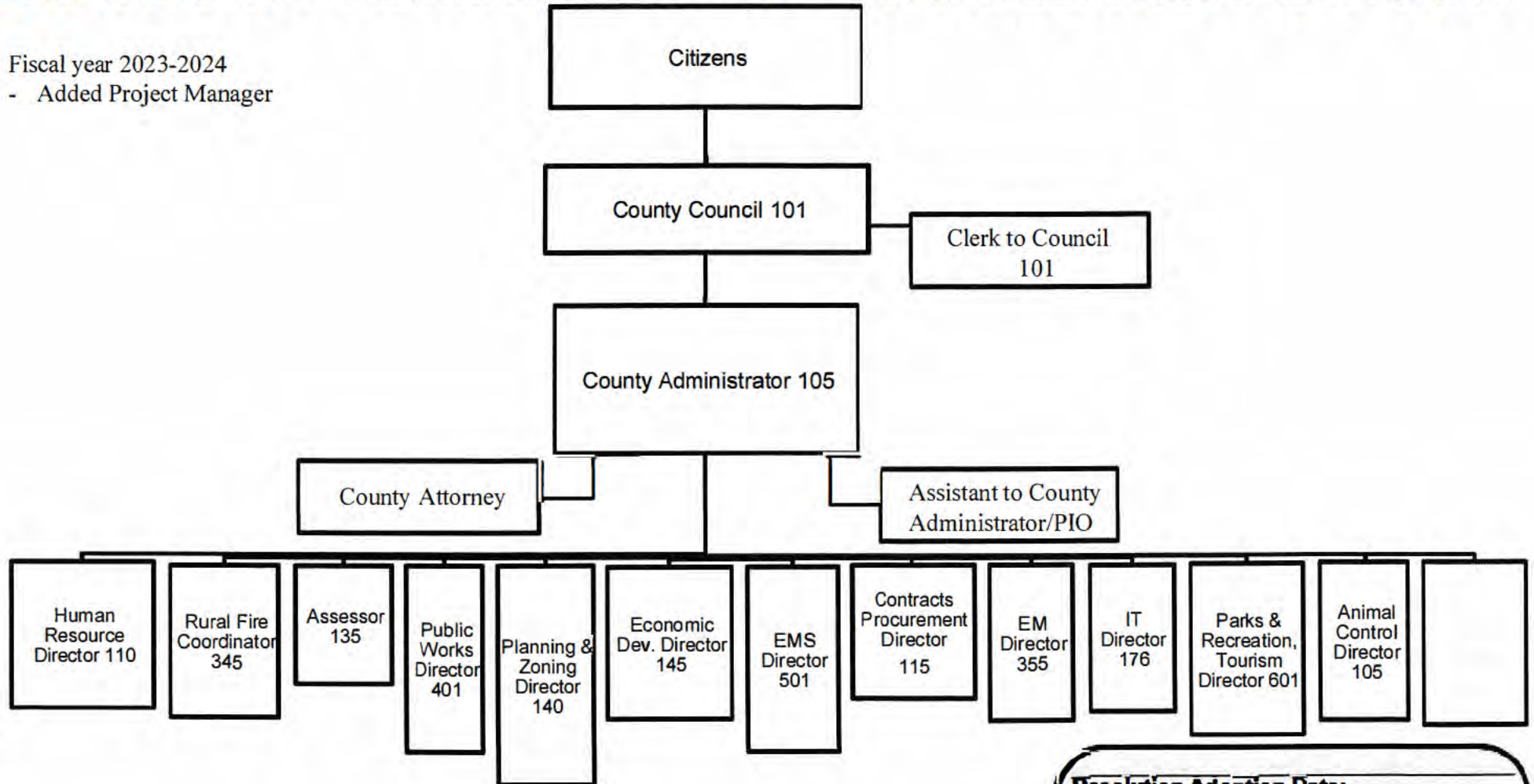
Fiscal year 2023-2024
- Added Project Manager



OLD COUNTY ADMINISTRATOR- ORGANIZATIONAL CHART

Fiscal year 2023-2024

- Added Project Manager



Resolution Adoption Date:

Elected Official or Department Head Signature:

Chester County Council Chairman &





STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Resolution 2023-19

AN RESOLUTION TO AMEND THE PARKS, RECREATION, AND TOURISM ORGANIZATIONAL CHART TO ADD THE POSITION KNOWN AS PARKS & RECREATION SUPERVISOR

WHEREAS, the County Administrator has created the position known as Parks & Recreation Supervisor and the corresponding job description that outlines the duties of same; and

WHEREAS, this position has the reporting function to the Parks, Recreation, & Tourism Director; and

WHEREAS, this position does not currently appear on the Organizational Chart of the Parks, Recreation, & Tourism; and

WHEREAS, Section 4-9-30(6) of the Code of Laws of South Carolina empowers the County Council "...establish such agencies, departments, boards, commissions and positions in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge or abolish such agencies, departments, boards, commissions and positions..."

WHEREAS, County Council established by ordinance the methods by which the County Council shall establish agencies, departments and positions and alter existing agencies, department and positions.

WHEREAS, this method was determined that County Council must effect any changes to agencies, departments and positions either as a part of the budget process or be approved by the Council by a duly adopted resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Chester County Council does hereby add the position of Parks & Recreation Supervisor onto the organizational chart of the Parks, Recreation, & Tourism for such time as this position is funded by the County budget.

DONE IN MEETING DULY ASSEMBLED, this 5th day of September 2023.

COUNTY COUNCIL OF CHESTER COUNTY

Joseph R. Branham
County Council of Chester County

ATTEST:

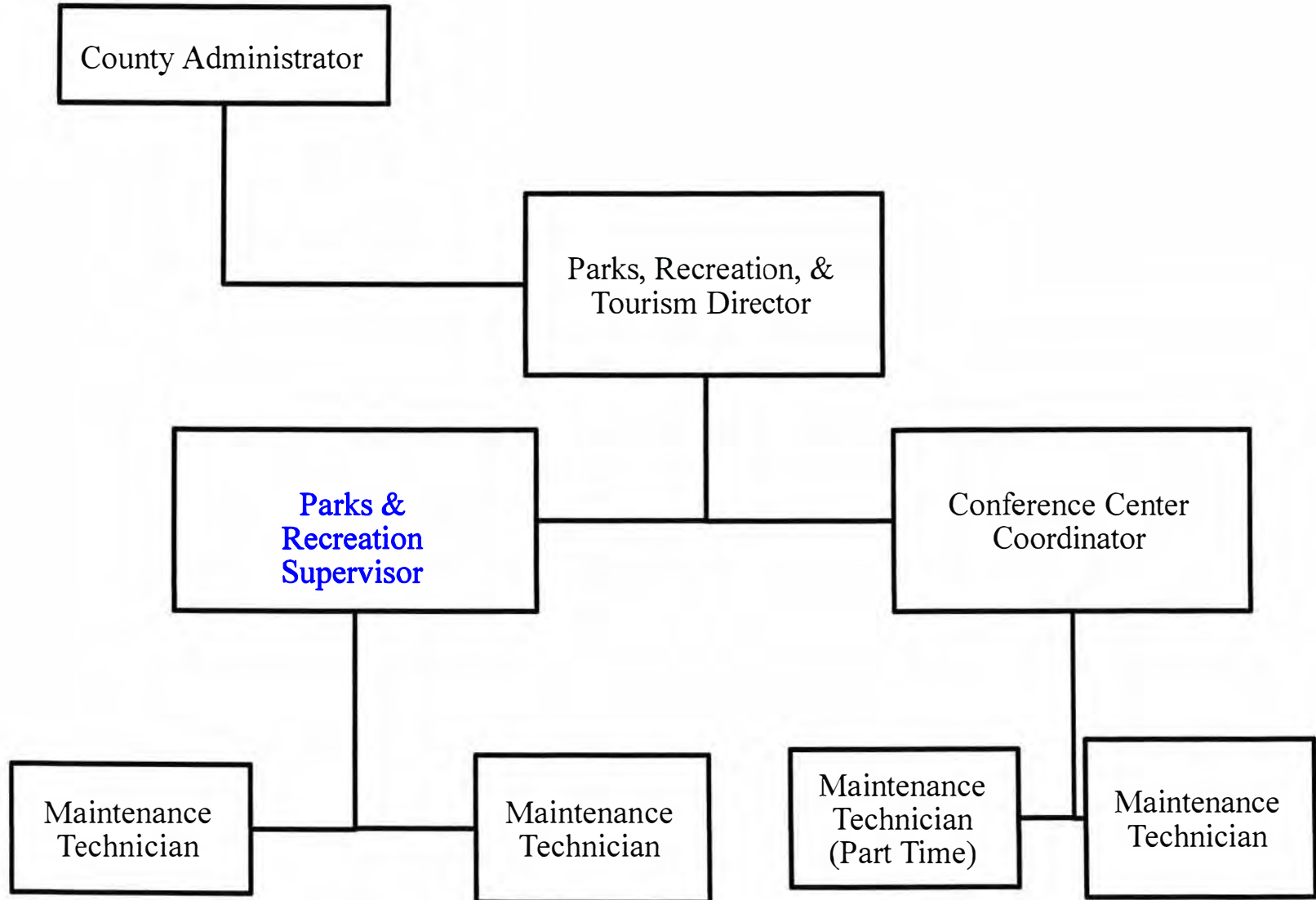
Karen Lee
Clerk to County Council of Chester County

NEW

PARKS, RECREATION, & TOURISM – ORGANIZATIONAL CHART

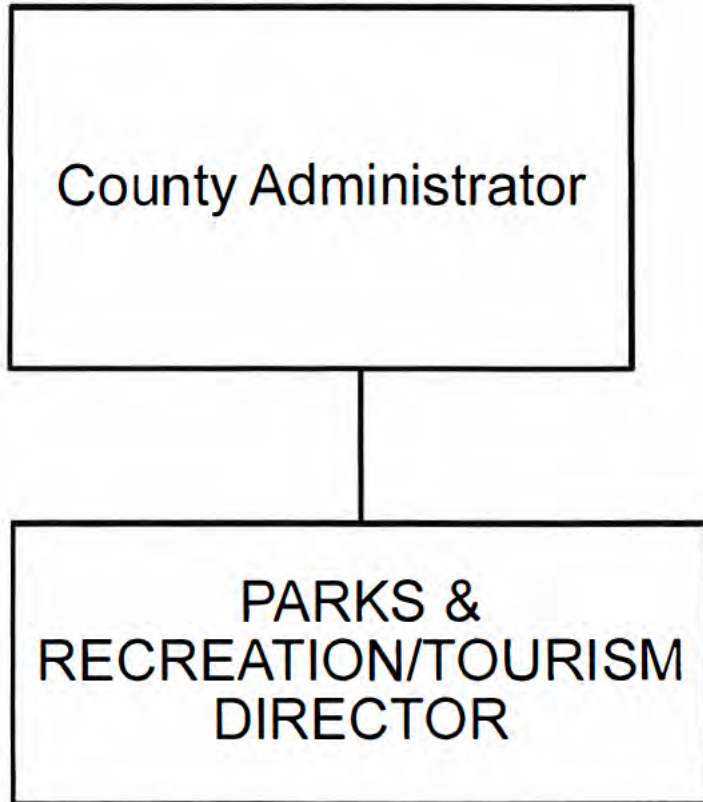
Fiscal year 2023-2024

- Added Conference Center Coordinator,
- (2) Maintenance Technician positions
- Added Parks & Recreation Supervisor



OLD PARKS & RECREATION/TOURISM- ORGANIZATIONAL CHART

Fiscal year 2023-2024
- Added Tourism to title



Resolution Adoption Date:
Elected Official or Department Head Signature:
Chester County Council Chairman & Administrator:





STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Resolution 2023-20

**AN RESOLUTION TO AMEND THE ECONOMIC DEVELOPMENT ORGANIZATIONAL CHART
TO REMOVE THE POSITION KNOWN AS CONFERENCE CENTER COORDINATOR**

WHEREAS, the Conference Center Coordinator will be assigned to the Parks, Recreation, and Tourism Department in a subsequent Resolution, the position must be removed from the Economic Development Organizational Chart as a result; and

WHEREAS, this position currently appears on the Organizational Chart of the Economic Development Department; and

WHEREAS, Section 4-9-30(6) of the Code of Laws of South Carolina empowers the County Council "...establish such agencies, departments, boards, commissions and positions in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge or abolish such agencies, departments, boards, commissions and positions..."

WHEREAS, County Council established by ordinance the methods by which the County Council shall establish agencies, departments and positions and alter existing agencies, department and positions.

WHEREAS, this method was determined that County Council must effect any changes to agencies, departments and positions either as a part of the budget process or be approved by the Council by a duly adopted resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Chester County Council does hereby delete the position of Conference Center Coordinator from the organizational chart of Economic Development Department in anticipation of the position being transferred over to the Parks, Recreation, and Tourism Department for such time as this position is funded by the County budget.

DONE IN MEETING DULY ASSEMBLED, this 5th day of September 2023.

COUNTY COUNCIL OF CHESTER COUNTY

Joseph R. Branham
County Council of Chester County

ATTEST:

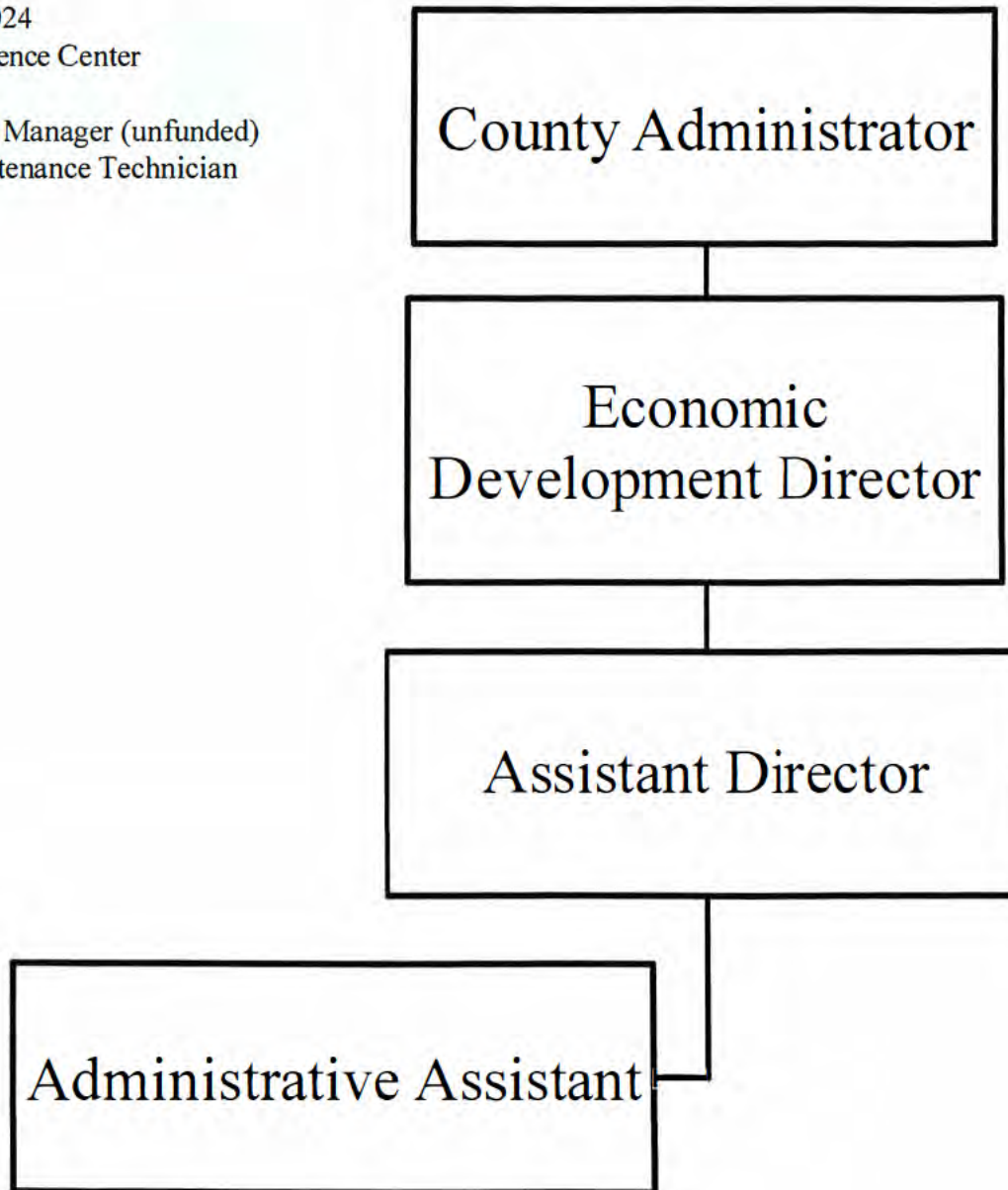
Karen Lee
Clerk to County Council of Chester County

NEW


ECONOMIC DEVELOPMENT – ORGANIZATIONAL CHART

Fiscal year 2023-2024

- Removed Conference Center Coordinator
- Removed Project Manager (unfunded)
- Removed 2 Maintenance Technician Positions



Resolution Adoption Date:
Elected Official or Department Head Signature:
Chester County Council Chairman & Supervisor:

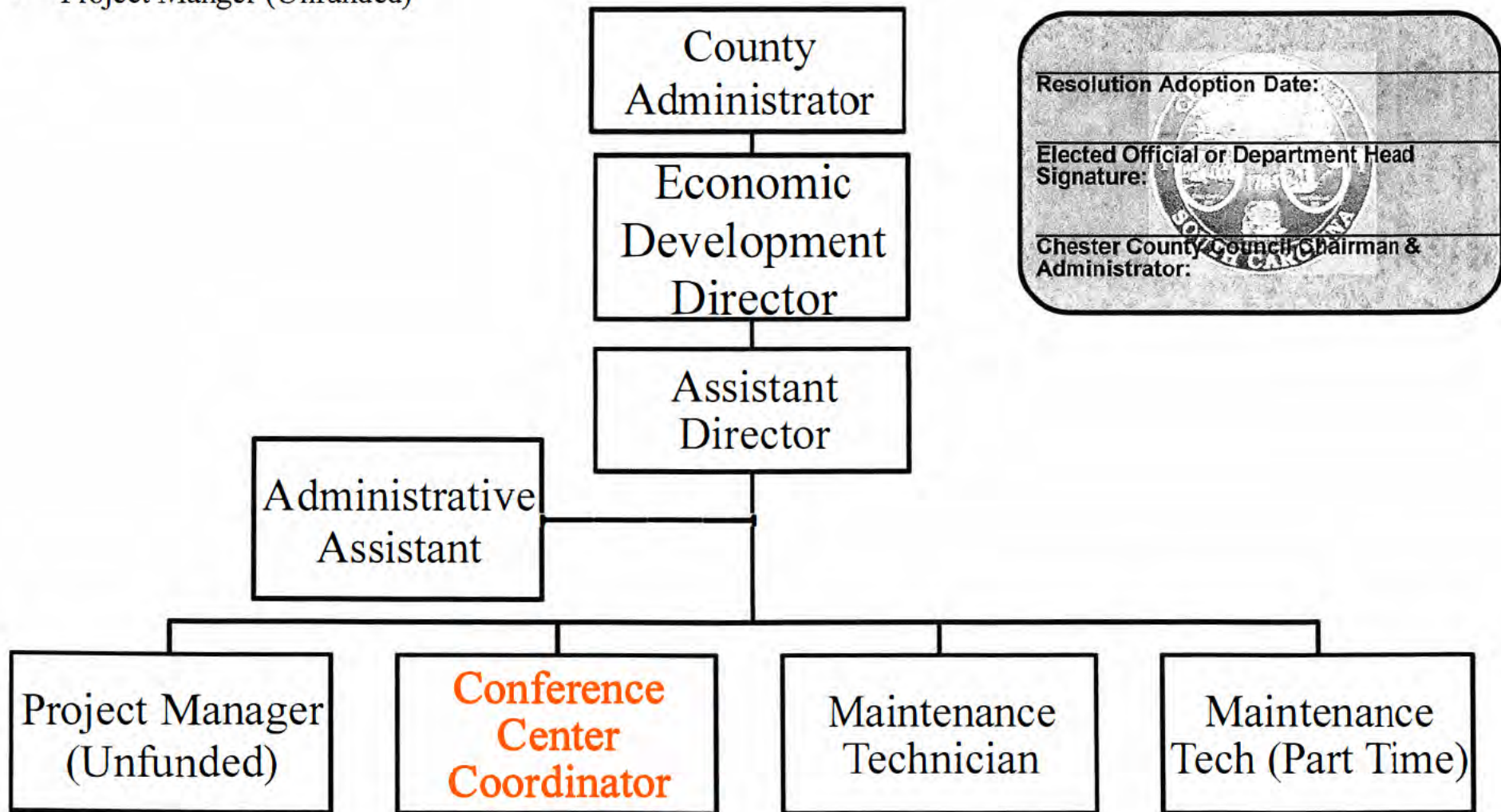


OLD

ECONOMIC DEVELOPMENT – ORGANIZATIONAL CHART

Fiscal year 2023-2024

- Project Manger (Unfunded)





STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Resolution 2023-21

AN RESOLUTION TO AMEND THE PUBLIC WORKS ORGANIZATIONAL CHART TO REMOVE TWO POSITIONS KNOWN AS MAINTENANCE EMPLOYEES

WHEREAS, two Maintenance positions will be assigned to the Parks, Recreation, and Tourism Department in a subsequent Resolution, therefore this position must be removed from the Public Works Organizational Chart as a result; and

WHEREAS, this position currently appears on the Organizational Chart of the Public Works Department; and

WHEREAS, Section 4-9-30(6) of the Code of Laws of South Carolina empowers the County Council "...establish such agencies, departments, boards, commissions and positions in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge or abolish such agencies, departments, boards, commissions and positions..."

WHEREAS, County Council established by ordinance the methods by which the County Council shall establish agencies, departments and positions and alter existing agencies, department and positions.

WHEREAS, this method was determined that County Council must effect any changes to agencies, departments and positions either as a part of the budget process or be approved by the Council by a duly adopted resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Chester County Council does hereby deletes two Maintenance positions from the organizational chart of the Public Works Department in anticipation of the positions being transferred over to the Parks, Recreation, and Tourism Department for such time as this position is funded by the County budget.

DONE IN MEETING DULY ASSEMBLED, this 5th day of September 2023.

COUNTY COUNCIL OF CHESTER COUNTY

Joseph R. Branham
County Council of Chester County

ATTEST:

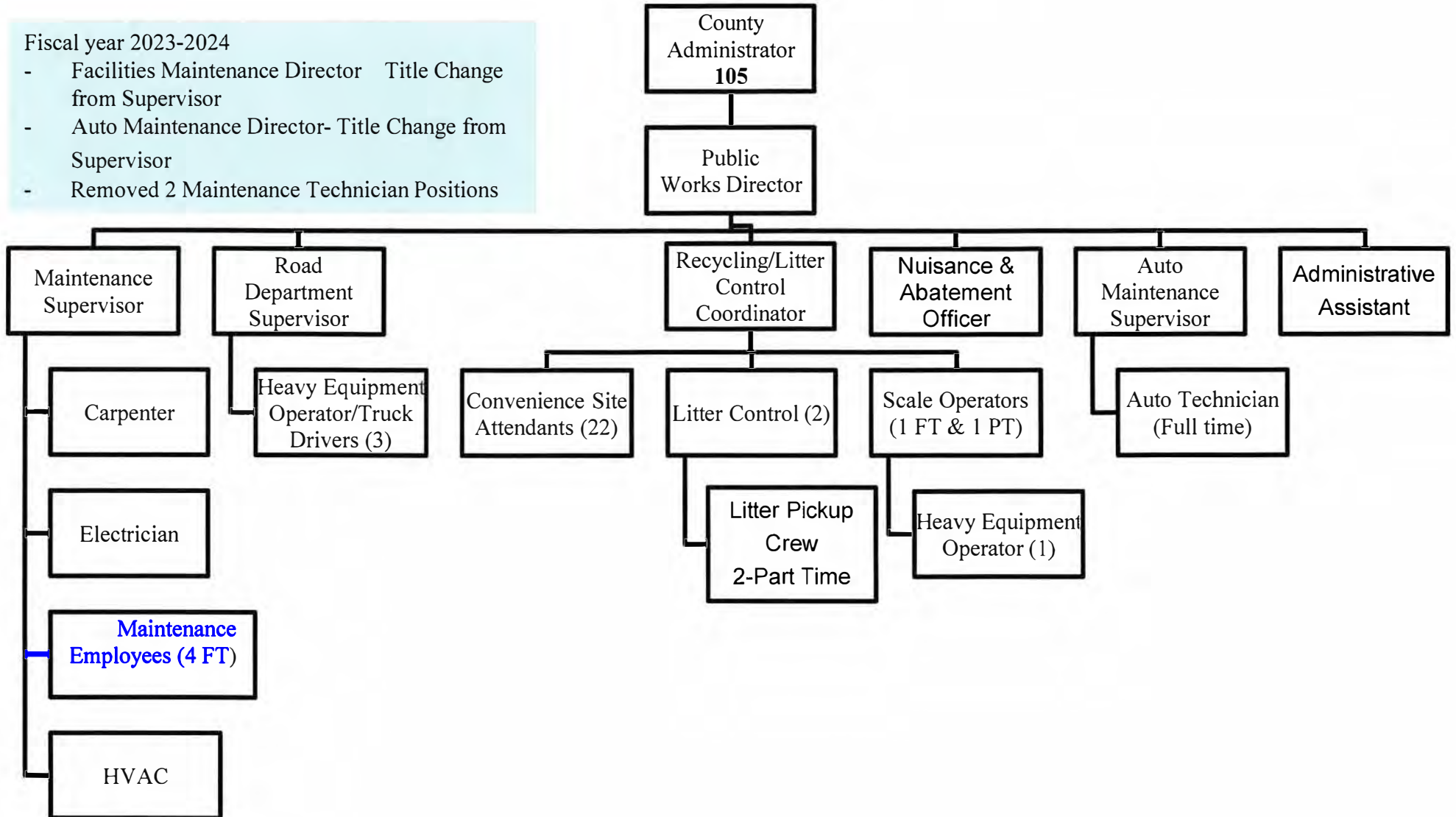
Karen Lee
Clerk to County Council of Chester County

NEW

PUBLIC WORKS – ORGANIZATIONAL CHART

Fiscal year 2023-2024

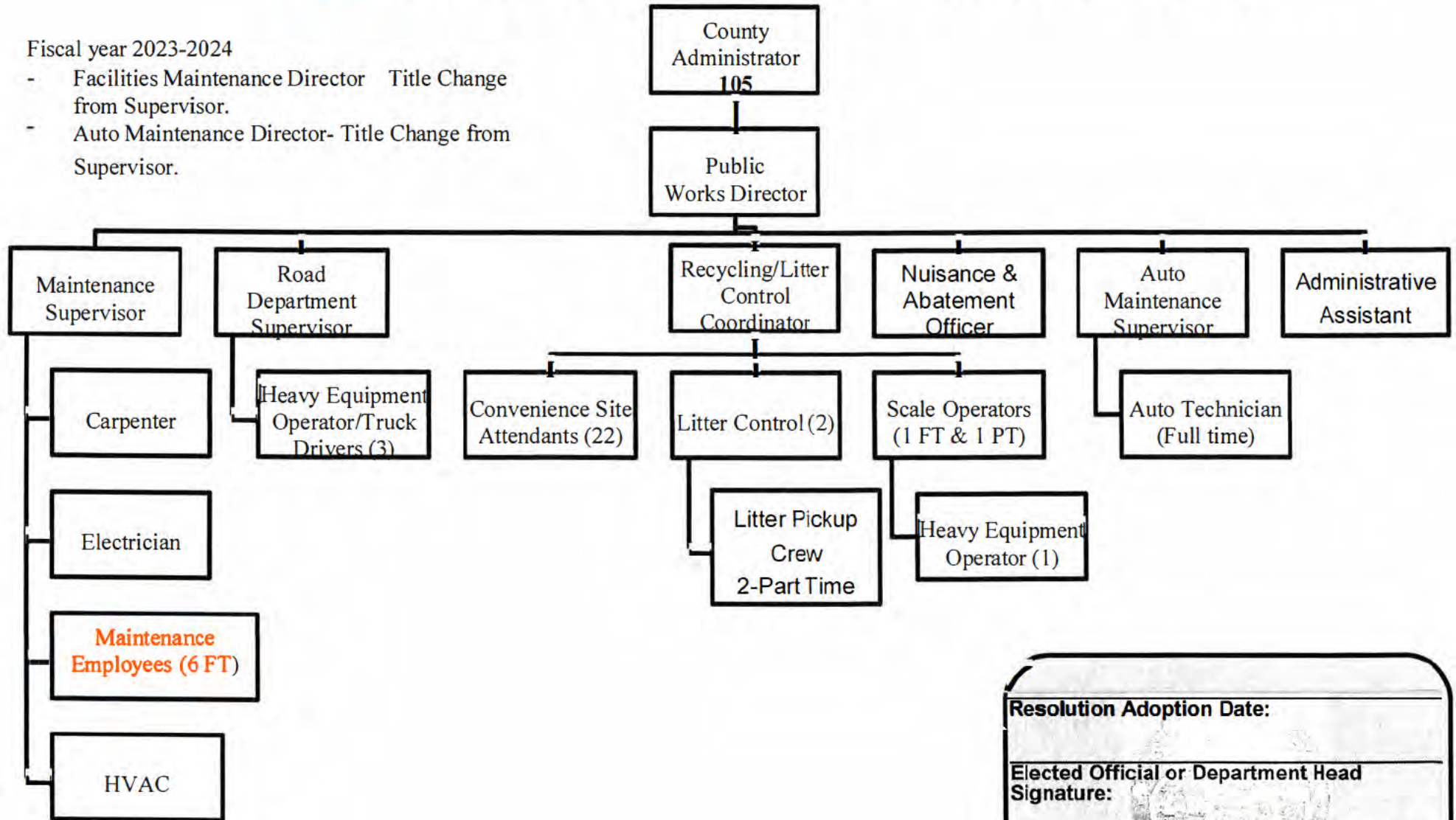
- Facilities Maintenance Director Title Change from Supervisor
- Auto Maintenance Director- Title Change from Supervisor
- Removed 2 Maintenance Technician Positions



OLD PUBLIC WORKS – ORGANIZATIONAL CHART

Fiscal year 2023-2024

- Facilities Maintenance Director Title Change from Supervisor.
- Auto Maintenance Director- Title Change from Supervisor.



Resolution Adoption Date:
Elected Official or Department Head Signature:
Chester County Council Chairman & Supervisor:



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Resolution 2023-22

AN RESOLUTION TO AMEND THE PARKS, RECREATION, AND TOURISM ORGANIZATIONAL CHART TO ADD THE POSITION KNOWN AS CONFERENCE CENTER COORDINATOR AND TWO POSITIONS KNOWN AS MAINTENANCE TECHNICIAN

WHEREAS, the County Administrator has transferred the position known as Conference Center Coordinator from the Economic Development Department and two positions known as Maintenance Technician from the Public Works Department, into the Parks, Recreation, and Tourism Department; and

WHEREAS, these positions have been removed by Resolution from their current and respective departments; and

WHEREAS, these positions do not currently appear on the Organizational Chart of the Parks, Recreation, & Tourism; and

WHEREAS, Section 4-9-30(6) of the Code of Laws of South Carolina empowers the County Council "...establish such agencies, departments, boards, commissions and positions in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge or abolish such agencies, departments, boards, commissions and positions..."

WHEREAS, County Council established by ordinance the methods by which the County Council shall establish agencies, departments and positions and alter existing agencies, department and positions.

WHEREAS, this method was determined that County Council must effect any changes to agencies, departments and positions either as a part of the budget process or be approved by the Council by a duly adopted resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Chester County Council does hereby add the position of Conference Center Coordinator and two positions of Maintenance Technician onto the organizational chart of the Parks, Recreation, & Tourism for such time as this position is funded by the County budget.

DONE IN MEETING DULY ASSEMBLED, this 5th day of September 2023.

COUNTY COUNCIL OF CHESTER COUNTY

Joseph R. Branham
County Council of Chester County

ATTEST:

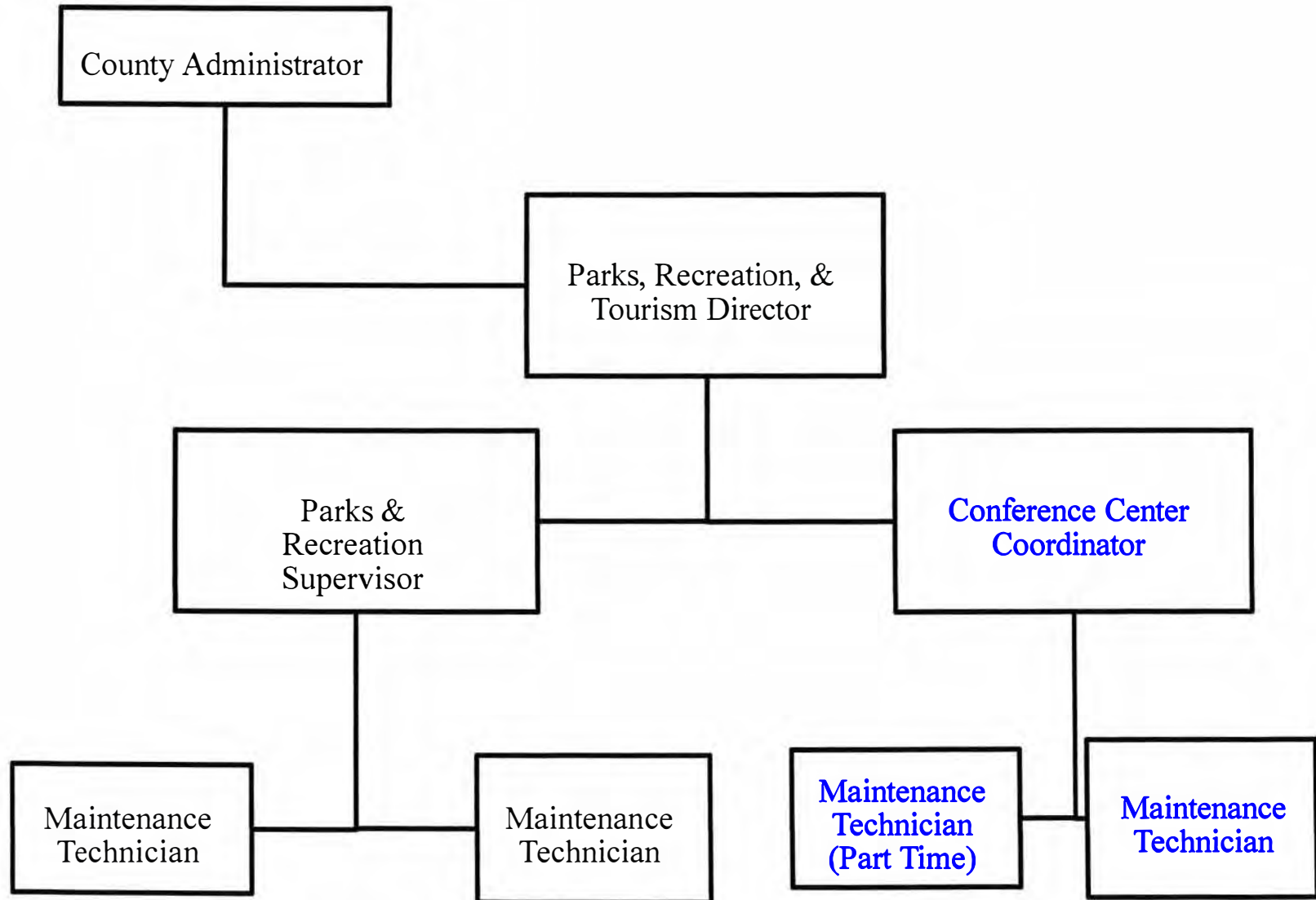
Karen Lee
Clerk to County Council of Chester County

NEW

PARKS, RECREATION, & TOURISM – ORGANIZATIONAL CHART

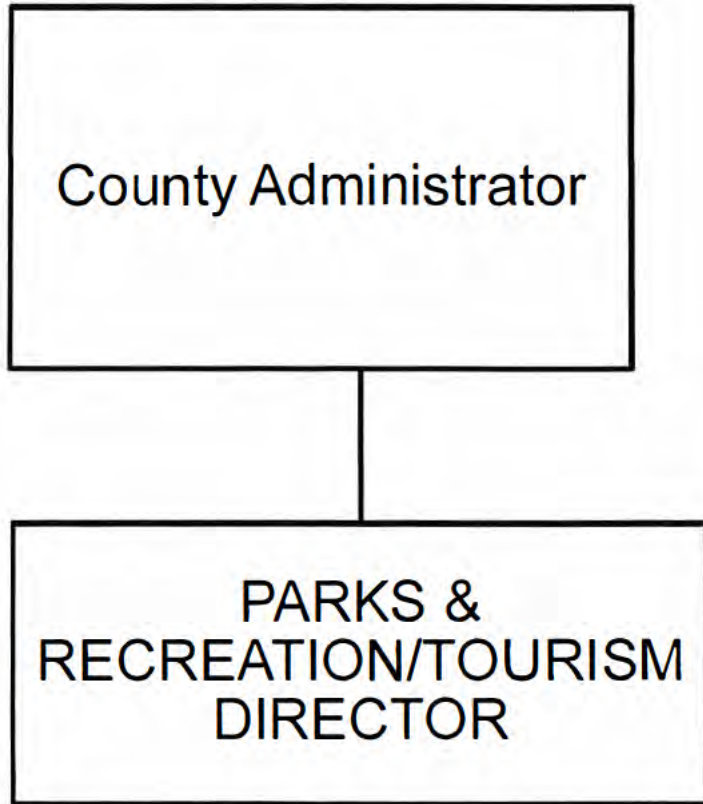
Fiscal year 2023-2024

- Added Conference Center Coordinator,
- (2) Maintenance Technician positions
- Added Parks & Recreation Supervisor




OLD PARKS & RECREATION/TOURISM- ORGANIZATIONAL CHART

Fiscal year 2023-2024
- Added Tourism to title



Resolution Adoption Date:
Elected Official or Department Head Signature:
Chester County Council Chairman & Administrator:



Chester County Planning Commission Minutes

July 18, 2023

CCMA23-09 Gaston Springs LLC/Benji Layman request a portion (20.04 acres) of Tax Map #114-00-00-059-000 located at Gaston Farm Road and adjacent to I-77 to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD).

Benji Layman stated he is with the Isaacs Group and lives at 8720 Red Oak Boulevard, Charlotte, North Carolina. We're bringing back a project that started this process about a year ago. And the reason is we were advised to keep it clean. We've shifted to a new homebuilder. It's the same team members. I've been the engineer throughout, Tom Miller's here, he's been the property owner since the beginning, and Chris Robusto actually started this from the homebuilder side. He is with Fielding Homes, he switched over to Dreamfinders Homebuilders. And as we progress through looking at the developer agreement and some of the things that council is looking for. We didn't want any confusion as far as the home builder or who that was under. So, we've come back applying under Tom as a property owner. But the entitlements remain the same. I did want to clean up one thing too to make sure there's no confusion. This is the latest plan. And in talking to Mike, so right at the deadline we were kind of going through about four things. One was he needed the HOA covenants, two was the SCDOT approval on our TIA, three was a plat, and four was to update our road cross section. We did all those and you should have those in your package. But as part of the change, we initially proposed a wider road right away or a more narrow right road right away because we are going to do a private street. But Mike said we still need to meet the criteria of the county ordinance. So, when we did that, we updated we've got wider right away and when as well. So, we've to get to our 400 Maximum units are lots that we're looking at. We do have a combination of 50- and 60-foot-wide lots, so just wanted to make sure I think there was an older version that maybe suggested just 60 foot. So, we do have 50 foot and 60-foot lots. Some of the big items and I know that everyone's been looking for throughout the process and some high points. We do have an approved TIA and it involves right turn lanes into the site on both entrances, some monitoring at the intersection of Gaston Farm and Lyle and then some road improvements by way of a right and left turn lane at Hwy 9 and Lyle. We do have, we have acquired capacity for sewer, Tom paid that back in August of last year. So, he purchased the sewer capacity for 400 Lots. The other big items we've got four parking spaces per lot. That's two garages, two driveways, and our driveways are actually 25 foot from the back of sidewalk to the garage. So, there's ample room to park and still have that pedestrian access. We have 50-foot landscape buffers around the entire site but on top of that just want to point out we've kept there's a large pond on site that we are keeping. There's a lot of natural areas along creeks that kind of meander through the site where we're proposing to stay off of those with at least a 35-foot buffer but we're also staying off that more with more green space. We've got at least 40 acres of open space with this project. We will have an amenity on site. It'll be kind of in that corner by the front entrance. And again, we'll have sidewalks that will meet the typical red cross section for Chester County which is sidewalks on both sides of the road throughout the entire subdivision. And just from an architectural standpoint, the what we proposed before even though it's a different homebuilder, those, those entitlements are what we were looking for. They have stayed the same. It's Hardie plank. So, it's not no vinyl siding on these on this

product 30-year shingles and again, we're 25 foot from the public right away. Other than that, I'm here to answer any questions that you might have. Like I mentioned, the homebuilders here as well as the property owner.

Chairman Raines asked if Mr. Layman can step back to the podium, please for some question, I think.

Commissioner Hough stated you're saying your lots are only 50 and 60 foot wide? That's for your average lot size or is that the lot size.

Mr. Layman stated correct and that is they'll there will be some that are more 50 will be the minimum there will be a mix of 60 There will be some throughout the site that are more than 60. Those are the minimums.

Commissioner Hough asked the average is going to be what?

Mr. Layman stated we don't have an exact makeup, but 55-60.

Commissioner Hough asked what's your setbacks going to be on the side lot lines.

Mr. Layman stated they will 10-foot side setbacks that per code. So, it just fits the bigger lots will be a bigger house.

Commissioner Hough stated so 40- 45-foot-wide housing maximum then. Yep, and you're gonna need a little room for budge there I guess.

Mr. Layman stated correct. Yeah. So usually, we make the lot 61 feet if it's a 60 foot and it's a 40-foot product. So, you've got 10, 10 feet on each side. So, you're, you're looking at about 20 to 21 foot of separation between homes.

Commissioner Hough stated square foot is wise what I've read, I've seen a few of the plans in here. What's your average square footage you're gonna be on that lot.

Chris Robusto answered from the audience 2200 on the smaller ones and 2500-2600 on the bigger ones.

Chairman Raines asked where on the property would you say the pool would be when you're coming in at first entrance on the left. Amenities if you want to call them that.

Mr. Layman stated that's correct. Yep, this this piece right here it's hard to tell based on the scale, but this is about three acres so it's yeah, we showed some parking.

Chairman Raines asked if that's the overflow parking in its description as well.

Mr. Layman stated correct, and we had we did have opportunity if needed to provide some other pocket parks or amenities throughout the site. They just haven't been nailed down for what and where.

Chairman Raines stated and then would just be a phase one, phase two, phase three type concept and building it.

Mr. Layman stated so my understand is I think contracts written as a potential two-phase deal. But the purchase would all be at one time. So, the agreement would be for the maximum we could fit.

Chairman Raines stated thank you. The letter here says build out of 2029.

Mr. Layman stated that's probably about right, yep.

Commissioner Hough asked question, your average lot size I seen on there. It's gonna be like 6000 square feet. Is that correct? Somewhere in that range.

Mr. Layman stated that's gonna be the minimum. I think on the lot size itself; the average is going to be closer to seven below 7000 square foot. That's an absolute minimum lot depth.

Commissioner Hough stated because if I'm not mistaken, 6000 square feet, is about 13th of an acre, maybe somewhere in that range.

Mr. Layman stated It's in that in that range. I think we'll be closer to 1500 to two tenths of an acre. Just what we show, the depth on all the lots we have drawn or at least five foot deeper than that minimum typical layout we have. We just kind of do that. To make sure we've got room as the project evolves and the design continues, but the lots will actually be slightly bigger than that.

Commissioner Grant asked what the average square footage of the home is?

Mr. Layman stated 2200 square feet to 2500 square feet.

Commissioner Grant asked and all of its gonna be hardiplank you said. No vinyl?

Mr. Layman stated correct, no vinyl.

Commissioner Hough stated and then from what I understand, you said you've already looked at you've got some DOT studies that say the traffic is not an issue.

Mr. Layman stated It's not saying that it's not an issue. It's so we did, we do have an approved traffic study that SCDOT has approved. What we're responsible for us to kind of mitigate issues based on our traffic counts to kind of the level or slightly better level than they are now. So essentially, we're making changes on Gaston Farm Road to take on the capacity of the subdivision. And then the other point of emphasis was at Hwy 9 and Lyle, which it's a right turn lane, right turn lane on Lyle on a left turn lane on the Hwy 9.

Commissioner Hough asked any plans for any stoplights. Maybe as far as Lyle and 9 or anything like that.

Mr. Layman stated we've asked and as we were going through the process, I think the question came up.

Commissioner Hough stated 400 to 800 cars dumping in there is gonna be a lot.

Mr. Layman stated they are not requiring a stoplight. And SCDOT, I think wrote back to us and said at this time it didn't weren't a stoplight. So, we aren't proposing that at this time. It just points out that the traffic study is actually done by a third-party engineer that's not by us. So, it's just I'm kind of passing that on is what the study found.

Chairman Raines stated in your, your application, you mentioned like 400 homes but some somewhere else 384-389 or something. Which numbers are more accurate.

Mr. Layman stated so well we have sewer capacity for 400 lots and so that would be the absolute maximum. And from a probably planning and engineering standpoint, we're probably looking at closer to 384. But the 400 is based on the maximum we could ask for a sewer and that's what was approved.

Chairman Raines stated so they can branch it.

Chairman Raines asked if anyone else had any more questions. There were none. He stated that we will hear from the citizens that are in favor and against. He asked who was in favor.

Tom Miller stated he was in favor.

Chairman Raines asked for him to step to the podium and state his opinion on this matter.

Tom Miller stated that he lives at 1862 Pleasant Grove Road here in Chester. South Carolina. The reason I'm the petitioner of rezoning and file for is because I'm retaining 125 acres of the remaining site. I have a vested interest in what goes on in the community and surrounding that property. When initially I looked at the development of the site, it is zoned ID-2. That would have been my preference to develop it as an industrial facility. However, in looking at the site, the best access for that application would be going through Crenshaw, going to Crenshaw Parkway. I met with Mr. Crenshaw and he's unwilling to grant access to that service road on 77. Looking back at the property again, reevaluating it felt like a residential development would be a better application as opposed to tractor trailers going on to Gaston Farm Road. So that's why we got here a year ago. If we were to develop an industrial site on the property, you could accommodate as much as two and a half million square feet of warehousing. The residential property I think it'd be a lesser impact on the area. We had extensive meetings, workshops, and discussions of development agreements. We had meetings with municipalities and providers of schools to discuss what the community were active, as many as 1500 homes now we're only looking at 400 homes. The other developer that had 1100 subdivisions is no longer moving forward. The school superintendent, actually enter during those workshops, stated that this Lewisville school system could handle the capacity of these students. Even so much as that. The school superintendent Dr. Sutton was at the November 1 workshop. Meeting with the county council stated that the school system could accommodate these students

without reaching capacity. Further, he said that additional students would open up additional higher end classes. The current development plan, my current development partner is Dream Finders Homes like Chris, Chris Robusto initiated this project when he was with Fielding Homes and he's now wishing to pursue the same project. We want to produce a higher quality home, not a vinyl home, like some other developers have proposed, that are building in Chester. We want a non-disposable home, something that will enhance the community and would appreciate your support and support and any questions you might have.

Commissioner Walley asked Mr. Miller how long have you lived on Gaston Farm Road.

Mr. Miller stated he does not live on Gaston Farm Road. He lives on Pleasant Grove.

Commissioner Walley asked how long have you been in the community.

Mr. Miller stated that he has owned that property for 25 years.

Commissioner Hough stated I have a question for verification. I see all these plans that are presented tonight. But I see that we're looking at the zoning. We're approving the zoning and not the planning tonight. Is that correct? Was it all one package? We all present it but we're looking at the zoning. So that's the question.

Planning Director Mike Levister stated basically tonight we are doing the zoning. Once the zoning is approved and then we have a sketch plan. After he gets that and then he has to come back to y'all with preliminary plats, final plats, and all that has to meet the land development requirements.

Commissioner Hough stated that the zoning does not tie our hands to what we see here. That's what I'm asking.

Planning Director Mike Levister stated that now if you want to change something, you can make that recommendation when you make when whoever wants to make a motion. That way that recommendation is moved forward as y'all's recommendation to county council. Which y'all have the authority to make a recommendation.

Commissioner Hough stated I just want to make sure we can see all the plans. And we're talking a lot about the plans, but this is rezoning. Just wanted to clarify that.

Planning Director Mike Levister stated that a rezoning you are looking at what he's presenting and if you got any changes you would like to have for that authority to make that recommendation.

Chairman Raines stated okay, so we have three individuals who've also asked to speak tonight, and I will ask the first one to come up these being in opposition to, Shawn Saris. If you would state your name and address for the record, please.

Shawn Saras stated that he lives at 2738 Lyle Road. Good evening. I am the community that Mr. Miller speaks of. Myself and many of the members sitting with me. Gaston Farm Road is exactly that, a farm road. My wife's family is from that area. Grew up on that road. The Helms and the Keys. She grew up raising cattle, hogs, and chickens. And being married to my wife now, we have more property on Lyle Road, named after Mr. Bud Lyles' family. Who is also here in opposition. We continue to raise cattle, chickens, and hogs. And to be quite frank, we do not want a subdivision on our farm road and the surrounding areas. That property is zoned for industrial, and it needs to remain zoned for industrial we are okay with the being zoned for industrial. Sun Fiber is in an area which is industrial. We are okay with that. Well, we are not okay with is a subdivision in our rural farming community. So, that is it. We would like that property to remain industrial.

Bud Lyle stated that hello I'm Bud Lyle grew up on that property. I live at 6072 Lyle Road. And I've lived on that property since I was three years old. The traffic from industrial because Sun Fibers across the street is at shift change and trucks every now and again. So that's not a real bother. But traffic from housing with 400 houses is going to be constant 24 hours a day with at least two houses. Everybody has two houses, two cars rather per home nowadays. And with teenagers or something you might have more. So, you're talking about 800 new cars and they all like to wreck to the head and block their lane. All those people come the back way down Lyle Road, Gaston Farm Road, Fishing Creek Road, Humpback Bridge coming back way to Rock Hill. And in the mornings from 6:30 to 8:30, all the construction workers come that way. And every afternoon they go home that way because local people know that road. That's the only access you have if 77 block because the county council has already let four of these matchbook house developments get one 901, which will soon be so you can't get on it. A plan, a real plan development say like Baxter or Ballantine always has commercial and is far from industrial as possible. Gaston Farm as industrial is needed to get something nice like Gallo, something in there that is clean industrial. You know, and that's the only sewer outlet besides Mr. Crenko's on the Chester side of I-77. So, that sewer needs to follow the creek so everybody can tap it. They're planning on running up Gaston Farm Road, so I hear. So that's just like Nine where it runs up the highest place around. Nobody can tap it unless you use pressure sewer or you need gravity sewer, so everybody can tap in. These changes that these developers are all to make the developers more money and the gateway district was set up I thought years ago to be the way it is. Already have the developments on Nine. Where exactly is the sewer that they plan to run? They told me on the road, which I assumed to be Gaston Farm Road which would be Highway nine is the highest place. Gaston Farm is the next highest. So, anybody trying to tap it would have to run pressure sewer, very expensive. So, by letting them change the zoning, from an industrial to a commercial you're overloading the last road in and out of here if there's an accident because ambulances and fire trucks are using Lyle Road and I'm sure Gaston Farm and Fishing Creek to get around and when that wreck was on 77, SHUT DOWN 77. And they do every time there's a big problem on 77. I just ask you to look at real plan developments. Baxter, the Ballantine area and what used to be Indian land, whatever it's called now. They don't have any industrial and commercial next door and those 125 acres he's saving touches Sun Fiber. What's he gonna do with that? Because if he puts industrial in there, nobody's gonna live there, it will be like Bowater's. Everybody wants to move away from Bowater's after it's been there 50 years. This is a sad thing to change stuff at the last minute for somebody that just has the money, that's my opinion. Lyle Road, Gaston Farm cannot handle the traffic. They just can't. I don't care what kind; I saw them put the things up for studies or you're on a Wednesday take them down Thursday morning to get a little bit of time.

Chairman Raines stated I misspoke there was only two. There were two in favor, two opposed. Mr. Layman was the one that signed and already presented the case. So that concludes the public input people have signed up to speak tonight. We've heard a proposal for changing the zoning as Mr. Hough pointed out. It's just that to change the zoning to planned development.

A member from the audience asked am I able to speak because the sheet was gone?

Chairman Raines stated signup period was earlier. I'm not going to take any more public comments. So, as I was saying, we've got just a proposal to change the zoning. The planned development would encompass the housing that's been presented tonight, as Mr. Levister pointed out that the plan would be subject to Planning Commission approval. Checks against whether or not it meets county ordinances and that sort of thing, and then moves forward with the actual development itself. It would have to have an approved plot, plat for the whole development in entirety. So, having said that, we need a motion on the floor to discuss.

Commissioner Grant motioned to approve.

Chairman Raines stated I second. Okay, so now we discuss. And as Mr. Shawn Hough pointed out, we can amend this plan as far as lot size things like go. We can't do anything about traffic, can't do anything about water and sewer. Those people do their thing and they've said we can supply water we can supply sewer, and I'm no traffic engineer. I have no idea, but I have somebody that works in that line of the world, and they presented me with a document saying that the roads can accommodate that. I know convenience and all of that is an entirely different thing of being able to accommodate the roads, but I'm assuming that access for emergency vehicles and all those kinds of things have been included in that. We've also been told that there'll be turn lanes into these areas to alleviate actually blocking the road to get in and out.

Commissioner Hough stated a few things. One, the density I know and Fort Mill and Ballantine in such places, these names were throwing around. I know the density is like that but a 50 or 60 a lot seems very dense to me. Is there any movement there for lot size and because I know I know the battle you all fight because lots equal money and I know how expensive infrastructure is, but I'm asking is those lots being that tight? Is there any movement there as far as lot size goes because I know you're trying to get the maximum density I understand that but that is a 50-foot-wide lot. I mean that's this room's not much more than that. You know what I mean?

Chris Robusto stated yes. So, we originally started we're at a 60-foot-wide lot out there. And just so you all understand when we've been working with council over the last year. We were informed that the public road, they did not want public roads in our subdivision that they had to be private roads. So, we had drawn the plan when we resubmitted as private roads. Well, in other municipalities and Mecklenburg and the Union County and other counties when you do a private road, you're able to do them a little bit more narrow. So that's what we had submitted to Mike, and Mike came back and said now you have to build it to the public road standard. So, we have a huge, we have a very big pavement section within our

subdivision. And now the homeowners that we have in there, they're going to be fully responsible for all of the maintenance and everything on that road. So, when we originally drew the plan, we had 60-foot lots, with a, with a, with a reasonable ride width road. Then we went to the bigger road, and everything got pinched and got in got tighter. And so that's where we were asking for the 50-foot lots. We would be willing to go to some percentage or maximum number or something like that. But we have, we I understand what you're saying we still have 10-foot side yards. So, this homes will still be the same distance apart. But we are requesting a 50 foot if we need to limit the amount or a percentage some way, we could, we could work through that.

Commissioner Hough stated question, and I know y'all got a lot of work into this but reality is, you know, we live in these areas. So, we kind of understand pretty well. Yeah, and I have a second question to this too. But with that being said, I look at some of the green space available and some of your plants and looks like you have some excess. I know you have got a lot of work into this already. But is there anywhere to trim any of that to get these lots of little bigger because that is tiny. You know what I mean? Mr. Robusto stated we understand and so I live in Baxter Village up in Fort Mill. And so, I'm familiar with small lot and all of those things, and you're correct. We have probably more open space than we need. And we are at this point, it's not engineer, right. I mean, we have topography and we've got layouts for the roads and the lots that we just don't know how far we're going to be able to massage them to that's where, that's where we were asking for the ability to do some 50-foot lots.

Commissioner Hough stated and I say a second statement and I don't think I'll be alone in saying this. For the school superintendent to tell you that the 400 homes that in turn that our schools will accommodate that is just like she just said, laughable. Well, there's no way.

Mr. Robusto and Tom Miller from the audience stated that there was a workshop and if you get the minutes.

Commissioner Hough stated I don't doubt he said it, I'm just saying he's wrong.

Mr. Robusto stated we're just relaying the news. I hear your concerns.

Commissioner Hough stated only because we have children there. I mean, we know it's already like and we got a lot of developments coming. That's why, I just want to ask these questions and I'm not and I understand I know how it is to have this much work into something. So, I'm asking this question in front because it's gonna affect my decision because even though we're not approving this tonight, if there's no lateral movement, then it will affect what I'm going to or have gonna vote. So, my question is this, you know, with that density.

Mr. Robusto stated so we're not the density that we're at now was is the, is the same density we were at last year when we came through the process, but we had this the 60- foot lot and really we only went to the 50s because of the obligation now for the roads to be maintained by so what happens is, if I have to build excimer roads for 60- foot lots, well if I can put 10 more homes in there because I do some 50- foot lots at 10 more people that can help pay for that road. That subdivision has to be all on infrastructure. Yeah, it's all you know, I have to build this I have to build the road. And I think about 50-foot lot there and

pick up two or three on the street and two or three on another street that helps pay for all of the asks of Council which is the private road system that we're having that we're proposing.

Commissioner Hough stated and I understand you keep saying this is the same as last year and understand that. But we've got about three or four planned developments that already are down there that we hadn't felt the full effects of yet that are coming and so it does change from last year a little bit to this year. But we've already got a lot going on down there and like I said we haven't even felt the full effects of yet when everything's built out and we've already got approved it's gonna be a lot already. That's why I'm asking about the density.

Mr. Robusto stated so Benji, where are we at? Two and a quarter. We're at two and a quarter units per acre is what our density is which is, I mean, from a residential subdivision perspective, I know that we're less than the LGI subdivision that's down there, Lenar, and those guys, so we were, we were asking for two and a quarter to and it's a math equation. We all know that. I mean, it's how many houses and how many and how many roads.

Commissioner Hough stated is two and a quarter per acre, including the green space and the roads and everything. Is that correct? Or is that the actual acreage on sites because that's the case we'll make each a lot almost a half-acre. You know what I mean.

Mr. Robusto stated it's the total acreage of the site.

Commissioner Hough stated that I just want to clarify that.

Mr. Robusto stated that we have 150 in one track, 70 in another or excuse me, 20 in another. So, we have 170 ish acres.

Commissioner Hough stated that so total acreage is two.

Mr. Robusto stated yes, and our open space is really good open space. The pond is a great pond, the trail systems that we're going to be out in the open space is a ton of open space. So again, when you get that much open space like you have Baxter there's tons of outside that's usable, but they have smaller lots. That's kind of we're not doing this obviously the same thing as Baxter, but that's kind of the that's kind of the how the how it gets developed when we're when we're working on it. So, as Benji had initially said we're like 380 ish units or so that's numbers that that that make everything work with our sewer and everything we're gonna have to do there and turn lanes and it's a lot of infrastructure we're having to do so. So, yes, we'd be willing to limit but we still would like the ability to have some 50-foot lots.

Chairman Raines asked do we need to define that at this point? That would be preferable, right? We can't just leave it open ended.

Commissioner Hough stated this is still zoning only though.

Planning Director Mike Levister stated that if you want to make a motion to make changes to what they're presented as far as lot size or whatever, now's the time to make that recommendation. When you make your recommendation to the County Council. Then they would have to resubmit plans to me and then I'll give it to the clerk of the council to reference whatever y'all's recommendation is, but I'll have the authority to make recommendations and whatever they present it in their package.

Chairman Raines stated our opinion is strictly that a recommendation. Your issue is the 50- foot lots. How many 50-foot lots.

Mr. Robusto asked if can we do, is 30% reasonable. That would be 120 total of the 400, 30%.

Commissioner Hough state I mean if you are asking me.

Mr. Robusto stated that's what we are proposing.
Commissioner Hough stated if you're asking me, I don't know.

Mr. Robusto stated I know I know. I clearly hear you say zero.

Commissioner Hough stated I know you need them. I know how expensive it is.

Mr. Robusto stated we really do because in the roads are the big thing. So just so everybody understands how the county council basically said they're not going to accept the roads into the public system. So, it only leaves with the option to go with private and I only have the option to do a full 50 or 60 foot right away, so 50 foot. So, it's like 26 feet face to face of payments. I think they're pretty big lanes, I think that we have gone through there. So that's where that was where this all started. We started with a 60-foot lots and then we everything just has gotten massaged down where we're requesting some amount of 50s.

Chairman Raines asked so out of 384 lines how many are 50- foot.

Mr. Robusto stated not to exceed 120. That we, I would agree to that.

Chairman Raines asked how many total now. Is this proposed now.

Mr. Robusto stated we didn't have a limit. We just Benji's drawn a plan. We kind of massage things.

Chairman Raines stated so right now you couldn't tell me there was 150 lots that were 50-foot.

Mr. Layman stated from the audience that it's close to 50/50.

Mr. Robusto stated yeah, so 180 to 200 I think was the original if we're going to take 60 or 80 of them away. That would, we can probably still get things to work from our side. If we could get support 120/50 note not to exceed 120 50-foot lots, then we would. That's the minimum lot size and we would if that works, I guess if we're asking for that.

Chairman Raines stated ok, anything else? Then asked Mr. Robusto to state his name and address for the record.

Mr. Robusto stated my name is Chris Robusto and I'm at 517 Sutton Road North in Fort Mill.

Chairman Raines asked if anyone else had anything they would like to air.

Commissioner Grant stated the only thing I'd like to add Mr. Chairman is we are approving a zoning. He got to come back to us with lot sizes and all that kind of stuff, right.

Chairman Raines stated that is correct.

Commissioner Grant stated I just wanted to make that clear.

Chairman Raines stated but we have some ability to mold and shape because we do have a proposal. And we have some ability to amend that if you want to call it that. To make it a little more in the county's favor the residents in the area, you know, to mitigate a little bit of the impact if you want to call some of these houses. And it's this is strictly recommendation. I mean, our bearing has no wait with the council. They can, they can do what they believe. They've been in discussions apparently with the council already about from before and since then.

Commissioner Grant stated their workshops have addressed this situation.

Chairman Raines stated sounds like it. I haven't been a part of any of that. Everything must flow.

Planning Director Mike Levister stated I just want to clarify, are we going to make any changes we already got a motion in a second on the table. So, if anybody wants to make any suggestions like not to exceed 120 50-foot lots, then now would be the time we need to make sure somebody wants to change the motion and second, we need to remove the motion, the second and then the motion.

Chairman Raines stated as it stands now if we vote now, it's strictly to approve it just like it.

Planning Director Mike Levister stated, and I prefer to do each case separate we discussed both of them. But when we do the vote on each step correct. But if somebody wants to make anything, any changes, we need to remove the second and the motion.

Chairman Raines stated I'm willing to withdraw my second if we want to amend what we just talking about.

Commissioner Grant stated likewise for me on my motion as well. So, to speak up somebody. I'm ready to vote.

Commissioner Grant then stated I call a question of vote. Straight up. Like it is.

Chairman Raines stated you're making a motion. Straight up, not under 20 lots or anything. I second then.

Commissioner Grant motioned to approve, second by Chairman Raines. Vote 5-2 to approve.



Chester County, South Carolina
 Department of Planning, Building & Zoning
 1476 J.A. Cochran Bypass
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: Residential \$150.00, Non-Residential \$300.00, Planned Development \$1000.00

Meeting Date: 7-18-23 Case # CCMA23-09 Invoice # 6781

The applicant hereby requests that the property described to be rezoned from ID-2 to PD

Please give your reason for this rezoning request:
 To provide a maximum of 400 single family lots in a master planned community

Copy of plot must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: _____

Property Address Information

Property address: Gaston Farm Road adjacent to I-77
 Tax Map Number: 114-00-00-059-000 Acres: 20.04

Any structures on the property: yes _____ no . If you checked yes, draw locations of structures on plat or blank paper.

PLEASE PRINT:

Applicant (s): Gaston Springs LLC - represented by Benjie Layman - The Isaacs Group
 Address: 1120 East Boulevard Suite 200 Charlotte, NC 28203
 Telephone: _____ cell _____ work _____
 E-Mail Address: tom@millerdevelopmentcompany.com

Owner(s) if other than applicant(s): Charles Stephen Miller + Thomas Brown Miller
 Address: 1120 East Boulevard Suite 200 Charlotte N.C. 28203
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: [Signature] Date: 6/15/23
 Applicant signature: [Signature] Date: 6/15/23

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00 SOMEONE MAY REPRESENT YOU AT THE MEETING.



Building & Zoning Department
1476 J A Cochran Bypass
Chester, SC 29706
Phone: (803) 581-0942
Fax: (855) 930-0979

Issued to:

Benji Layman
The Isaacs Group, P.C.
8720 Red Oak Blvd
Charlotte, NC 28217

Receipt No. 6781

Date 06/21/2023
Cashier jchappell

Payment Items

Map Amendment 2 parcel rezoning \$1,000.00
\$1,000.00

Form of Payment

Check	2130	\$1,000.00
		\$1,000.00

Thank you for your payment.

We are proposing to rezone a portion of two parcels (114-00-00-015 000 and 114 00-00-059 000) located on Gaston Farm Road to PD to accommodate no more than 384 single family lots. The request is to rezone approximately 150.76 acres of parcel 114-00-00 015-000 (118.89 to remain as ID-2) and approximately 20.04 acres of parcel 114-00-00-059-000 (2.02 acres to remain ID-2). The total to remain as ID 2 is approximately 120.91 acres.

The entire development will consist of single family lots with a minimum width of 60' and a minimum area of 7,000 square feet. The density for the development works out to 2.25 lots/acre based on 384 lots across approximately 170.80 acres.

There will be multiple pocket parks spread throughout the development which will include dog stations, benches, and enhanced landscaping. There will also be a main amenity area which will include a pool and cabana. A great effort has been made to maintain the existing ponds (two separate ponds) and streams (along with buffers) and leave those as natural open space.

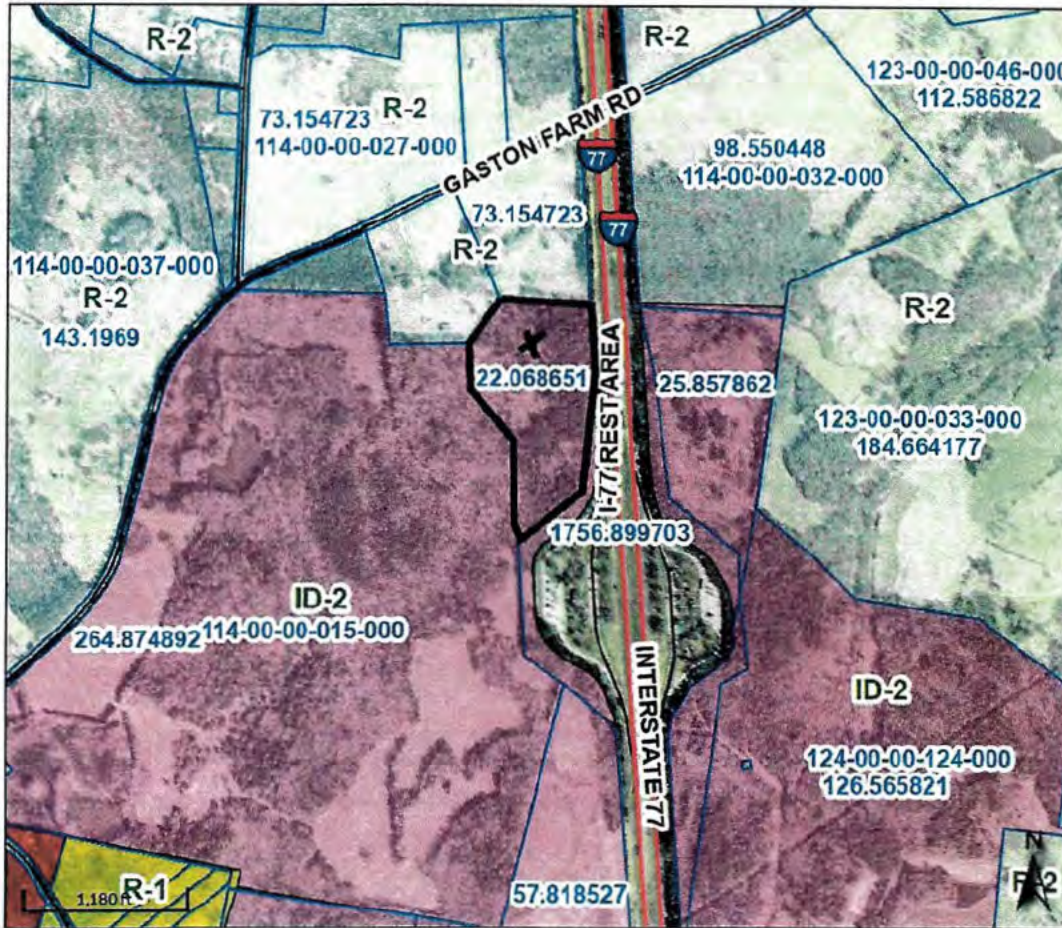
Streets will be private with sidewalk. Along with the pocket parks, there will be small areas of surface parking that can be used for overflow. Each lot will consist of a total of 4 unobstructed parking spaces (2 in the garage and 2 in the driveway; outside of the sidewalk). A TIA has been approved for the site.

All applicable County and State regulations will be met with regards to landscaping, erosion control, and permanent storm water detention/water quality. During construction multiple sediment basins will be constructed to control surface run off. A buffer will be provided off of all streams to allow for room to collect construction run off and send this water to ponds to settle. Water will then be skimmed off the top and clean water will be released at a slow rate or draw down time over several days. In the final condition, two large ponds will be provided to treat and detail storm water. Again, this will be released at a rate lower than existing conditions. Landscaping will be provided per code. Also, existing trees will remain undisturbed along the creek buffers and in areas around the perimeter of the property.

The development will have an HOA and will have covenants. This will provide direction on all easement information as well as maintenance responsibilities for common open space as well as maintenance for storm water ponds. The covenants will be recorded to assure compliance.

Sewer capacity was paid for 400 lots and it is anticipated the infrastructure will be constructed to ensure the capacity agreement stays in place. It is anticipated that full build out will occur around 2029.

The approach with this project has been a little different than other proposed developments in the market today. This project proposes a nice product on lots that are a little wider and bigger than other PD development and built at a lower density. The lot layout has been based on the natural features of the property and will provide nice amenities without trying to fit too much.



Overview



Parcel ID	114-00 00-059-000	Alternate ID	n/a	Owner Address	MILLER THOMAS BROWN
Sec/Twp/Rng	n/a	Class	LA		MILLER CHARLES STEPHEN
Property Address		Acreage	22.069		1682 PLEASANT GROVE RD
					CHESTER SC 29706
District	03				
Brief Tax Description	n/a				
	(Note: Not to be used on legal documents)				

Date created: 6/21/2023
 Last Data Uploaded: 6/21/2023 3:11:05 AM

Developed by  Schneider
 GEOSPATIAL



Next Year (2024) Changes



Search Options

Map Number Real History Year

Name 1 Other Map Number

Alerts

Has Additional Comments

Owner Information

Post Initials Reason for Change Activity Date

Name 2 Land Value

Address 1 Building Value

Address 2 Total Market Value

Zip Code Total Tax Value

Codes

District Fire Code LANDO

Town Neighborhood

Subdivision Use Class

Description

Legal

Location Street Number Street Name Suffix Direction

Additional Information

Appraisal Appeal Owner Occupied TIF

Agricultural Use Reappraisal Notice MCIP Base

Rollback Exempt Industrial Park ID

Karen Lee

From: Mike Levister
Sent: Friday, September 1, 2023 12:32 PM
To: Karen Lee
Subject: FW: [EXTERNAL] Richburg Meadows (Hicklin Tract on Gaston Farm Road)
Attachments: Richburg Meadows 083123.pdf

Please see the new proposed plat for Richburg Meadows,

From: Benji Layman <[REDACTED]>
Sent: Thursday, August 31, 2023 2:48 PM
To: Mike Levister <mlevister@ChesterCountySC.gov>
Subject: [EXTERNAL] Richburg Meadows (Hicklin Tract on Gaston Farm Road)

Good afternoon. I've made a few modifications to the schematic portion of the plan and just wanted to make sure I sent everyone the latest information. The overall lot number, sizes, and density all remain the same. We had further soils and wetlands testing done which caused a few changes. We found large boulders along the southeastern quadrant of what we are rezoning and decided it would be best to stay out of that area (those points are labeled on the PDF). We were also advised to remove lots on the northern and western side of the existing pond and remove the crossing to the south. That will allow us to keep that area more natural. We've moved the driveway north slightly to line up with the existing pond to provide a nice view corridor of the pond and natural area as you enter the neighborhood.

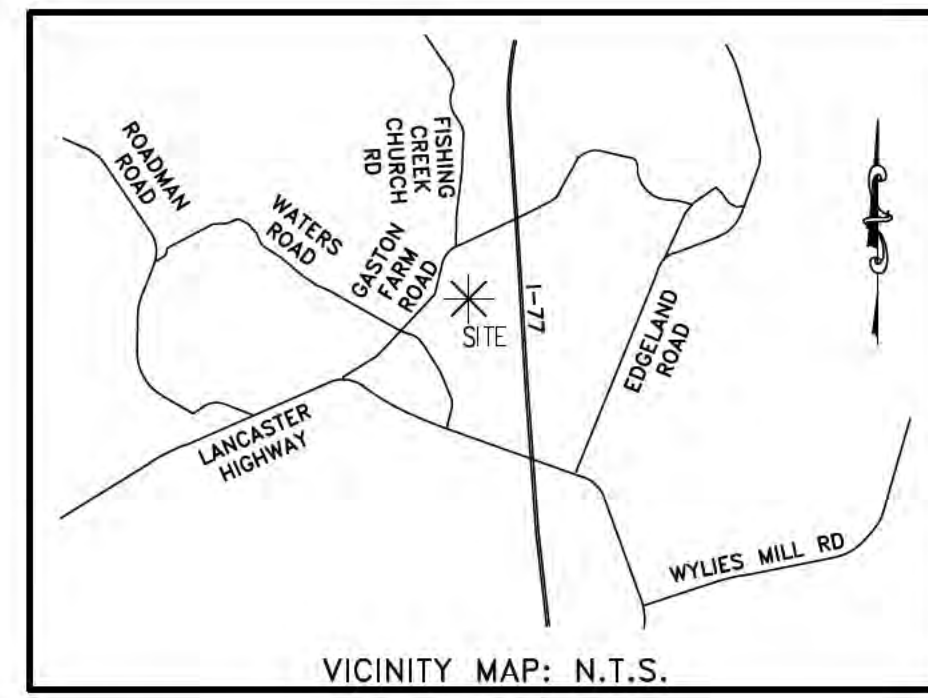
One other item that came up at the last meeting that I want to clarify is the number of parking spaces per lot. Our 50' lots have an option to have a one or two car garage depending on options chosen. Either way, there will be a driveway pad for two cars (25' from right of way to garage door as required). At minimum, we will have 3 spaces per lot, but many lots will have 4. I didn't want to mis-represent that because we had four on every lot on the previous submittal.

Thank you.

Benji Layman, P.E.
The Isaacs Group, PC
8720 Red Oak Blvd. Suite 420
Charlotte, NC 28217
Phone: [REDACTED]
Direct: [REDACTED]
Email: [REDACTED]

RICHBURG MEADOWS

CHESTER COUNTY, SOUTH CAROLINA



DEVELOPMENT DATA

PROPOSED ZONING: PD
COUNTY: CHESTER COUNTY
TAX PARCEL: 114-00-00-015-000, 114-00-00-059-000
MIN. LOT WIDTH SHOWN: 50 FT.
FRONT SETBACK: 25 FT.
REAR YARD: 25 FT.
SIDE YARD: 10 FT.
PERMETER SETBACK FROM ADJOINING PROPERTY: 10 FT.
BUFFER WIDTH ALONG GASTON FARM ROAD: 30 FT. MINIMUM
TOTAL SITE ACREAGE: 291.716
AREA TO BE REZONED: 170.80 ACRES
TOTAL NUMBER OF LOTS: MAX. OF 400 SINGLE FAMILY (50' MINIMUM)
PROPOSED DENSITY: NOT TO EXCEED 2.40 LOTS/ACRE
MIN. LOT AREA: 6,000 S.F.
C.O.S. REQUIRED: 20% = 34.00 ACRES
C.O.S. PROVIDED: MIN. OF 40 ACRES (23%)
 (INCLUDES CREEKS, PONDS, AMENITIES, AND OTHER OPEN AREAS)
AMENITIES INCLUDE: CABANA, POOL, PLAYGROUND, AND WALKING TRAILS
AMENITY CONSTRUCTION TO BEGIN AT THE START OF THE 200TH LOT
PUBLIC WATER AND SEWER: 3 SPACES PER LOT PER PD REQUIREMENT
35' OFFSET FROM CENTERLINE OF CREEKS ON EACH SIDE

LEGEND

	NOT INCLUDED IN THIS REZONING		TRACT 114-00-00-015-000 TOTAL AREA = 269.65 ACRES REZONED = 150.76 ACRES REMAINING = 118.89 ACRES
	PROPOSED BMP		TRACT 114-00-00-059-000 SMALL TRACT = 22.06 ACRES REZONED = 20.04 ACRES REMAINING = 2.02 ACRES

ARCHITECTURAL STANDARDS:

- THE MAXIMUM HEIGHT IN FEET OF ANY BUILDING CONSTRUCTED ON THE SITE SHALL BE 40 FEET AS MEASURED UNDER THE ORDINANCE.
- THE PRIMARY EXTERIOR BUILDING MATERIALS FOR THE SINGLE FAMILY ATTACHED DWELLING UNITS CONSTRUCTED ON THE SITE WILL BE A COMBINATION OF PORTIONS OF THE FOLLOWING: BRICK, VENEER OR SIMILAR MASONRY PRODUCTS, STONE, MANUFACTURED STONE, STUCCO AND CEMENTITIOUS SIDING.
- VINYL, EPS OR MASONITE MAY NOT BE USED AS AN EXTERIOR BUILDING MATERIAL ON ANY SINGLE FAMILY ATTACHED DWELLING UNIT CONSTRUCTED ON THE SITE. NOTWITHSTANDING THE FOREGOING, VINYL MAY BE UTILIZED ON WINDOWS, DOORS, GARAGE DOORS, SOFFITS, TRIM AND RAILINGS. ADDITIONALLY, ALUMINUM MAY BE USED ON TRIM AND GARAGE DOORS.
- THE SINGLE FAMILY ATTACHED DWELLING UNITS WILL HAVE SLAB FOUNDATIONS.
- THE ACTUAL SIZES OF THE SINGLE FAMILY ATTACHED DWELLING UNITS/LOTS MAY VARY FROM THE SIZES DEPICTED ON THE REZONING PLAN.
- EACH SINGLE FAMILY ATTACHED DWELLING UNIT CONSTRUCTED ON THE SITE SHALL HAVE A GARAGE.

DEVELOPMENT NOTES:

- ALL LOTS TO BE SERVED WITH WATER AND SEWER.
- WATER AND SEWER CONSTRUCTION PLAN WILL BE COORDINATED, REVIEWED, AND APPROVED BY THEIR RESPECTIVE UTILITY DEPARTMENTS.

STORMWATER AND EROSION CONTROL:

- THE SITE WILL COMPLY WITH ALL LOCAL STORMWATER AND EROSION CONTROL REGULATIONS.
- WET PONDS WILL BE PLANTED IN ACCORDANCE WITH SCHEIC STANDARDS.

PARKING:

- EACH LOT WILL HAVE A GARAGE AND 20' UNOBSTRUCTED DRIVEWAY FOR PARKING.
- SURFACE PARKING WILL BE PROVIDED AT AMENITY AREAS/OPEN SPACE AROUND THE SITE.
- EACH LOT WILL HAVE A GARAGE SPACE AND AN UNOBSTRUCTED AREA IN THE DRIVEWAY THE WIDTH OF TWO CARS. THAT WILL BE A TOTAL OF 3 SPACES/LOT.

LANDSCAPING:

- SITE WILL COMPLY WITH ALL COUNTY LANDSCAPING REQUIREMENTS.

TRAFFIC/ROAD IMPROVEMENTS:

- TRANSPORTATION IMPROVEMENTS WILL BE MADE IN ACCORDANCE WITH THE TRAFFIC ANALYSIS STUDY BEING DONE IN COORDINATION WITH SCDDOT.
- IMPROVEMENTS INCLUDE RIGHT TURN LANES AT EACH ACCESS POINT, A RIGHT TURN LANE FROM HIGHWAY 9 TO LYLE ROAD, A LEFT TURN LANE FROM LYLE ROAD TO HIGHWAY 9, AND CONTINUED MONITORING AT GASTON FARM ROAD AND LYLE ROAD INTERSECTION (WILL BECOME AN ALL WAY STOP WHEN SCDDOT DETERMINES IT IS WARRANTED).

PUMP STATION:

- PUMP STATION SHALL BE SCREENED FROM PUBLIC VIEW.

PUBLIC INFRASTRUCTURE:

- ALL INFRASTRUCTURE THAT MAY BE TURNED OVER TO A PUBLIC ENTITY SHALL BE BUILT IN ACCORDANCE TO THE GOVERNING SPECIFICATIONS.

PERMITTING:

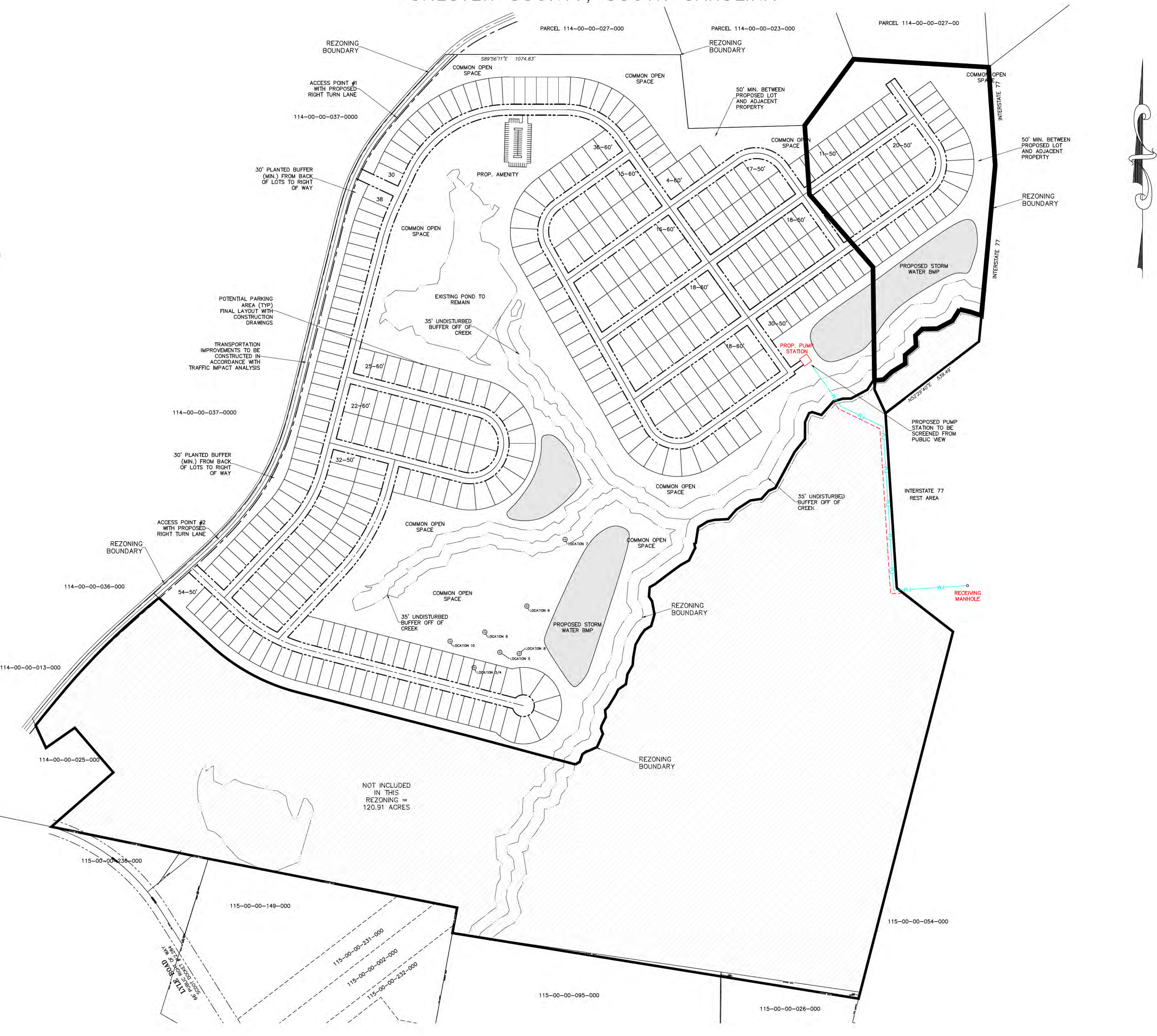
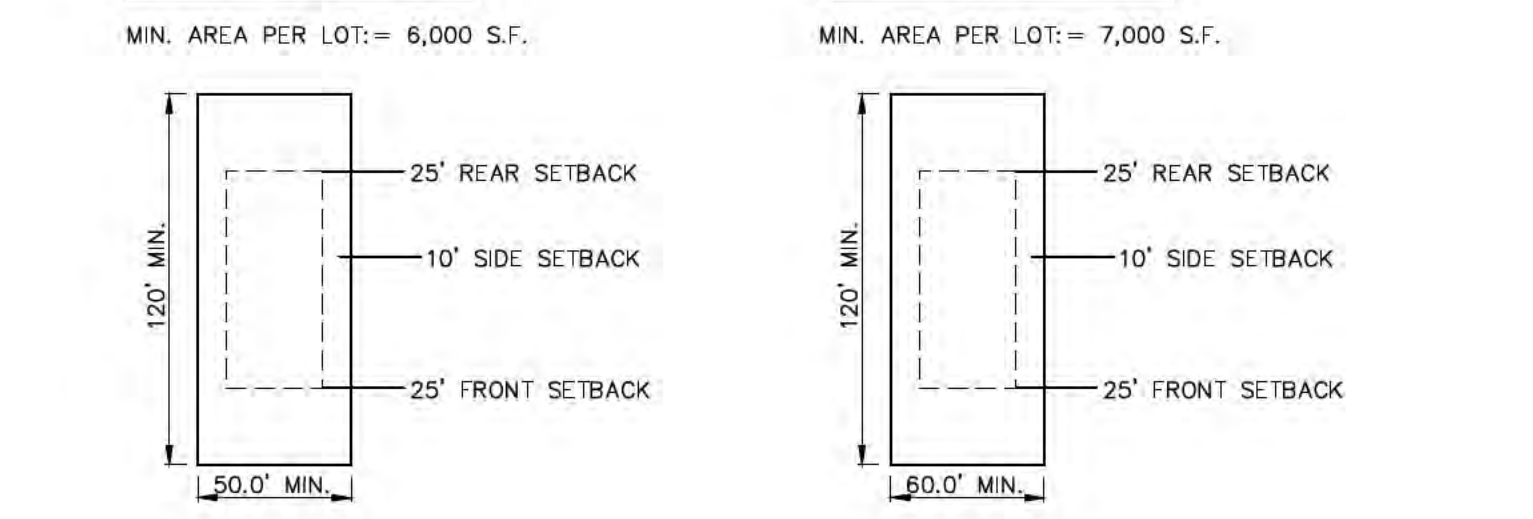
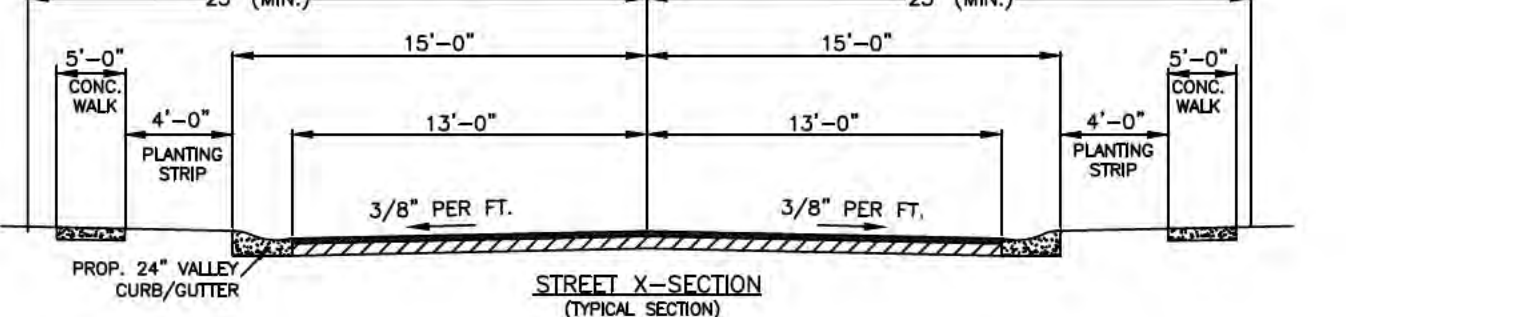
- ALL LOCAL, STATE, AND FEDERAL PERMITS WILL BE OBTAINED PRIOR TO CONSTRUCTION. THIS INCLUDES BUT IS NOT LIMITED TO COUNTY ZONING APPROVAL, UTILITY APPROVALS, SCHEIC STORM AND EROSION CONTROL APPROVALS, AND ARMY CORP IMPACTS AS NEEDED.

SCHEMATIC PLAN:

- THIS PLAN IS SCHEMATIC IN NATURE. AS THE DETAILED PLANS ARE ENGINEERED, INTERNAL STREETS, OPEN SPACE, AND LOTS MAY BE REVISED ACCORDINGLY.

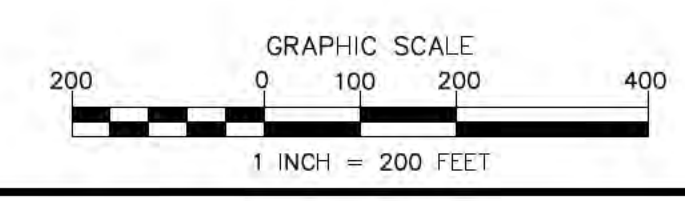
OWNER: THOMAS BROWN MILLER
 ADDRESS: 1120 EAST BOULEVARD SUITE 200 CHARLOTTE, NC 28203
 PHONE: 704-756-7066 EMAIL: TOM@MILLERDEVELOPMENTCOMPANY.COM
DEVELOPER: THOMAS BROWN MILLER
 ADDRESS: 1120 EAST BOULEVARD SUITE 200 CHARLOTTE, NC 28203
 PHONE: 704-756-7066 EMAIL: TOM@MILLERDEVELOPMENTCOMPANY.COM

CIVIL ENGINEER/SURVEYOR: THE ISAACS GROUP, P.C.
 CONTACT: BENJI LAYMAN (BLAYMAN@isaacsgrp.com)
 ADDRESS: 8720 RED OAK BLVD, SUITE 420, CHARLOTTE, N.C. 28217
 PHONE: (704) 527-3440



PRELIMINARY FOR REVIEW PURPOSES ONLY

Project: RICHBURG MEADOWS CHESTER COUNTY, SOUTH CAROLINA	
Title: SITE PLAN	
File # 2121-SK-DWG	Date: 6/13/23
Project Egr: FEL	Design By: FEL
Drawn By: FEL	Scale: 1"=200'
ISAACS CIVIL ENGINEERING DESIGN AND SURVEYING	
8720 RED OAK BOULEVARD, SUITE 420 CHARLOTTE, N.C. 28217 PHONE (704) 527-3440 FAX (704) 527-8335	
RZ1.0	



NO.	BY	DATE	REVISION

RICHBURG MEADOWS

CHESTER COUNTY, SOUTH CAROLINA



DEVELOPMENT BY:
 DATE: _____
 BY: _____



PRELIMINARY
 FOR REVIEW PURPOSES ONLY

RICHBURG MEADOWS
 CHESTER COUNTY, SOUTH CAROLINA

DESIGNED BY:
 TRACY (11-0-0-01-01-01)

ISAACS

1234567890



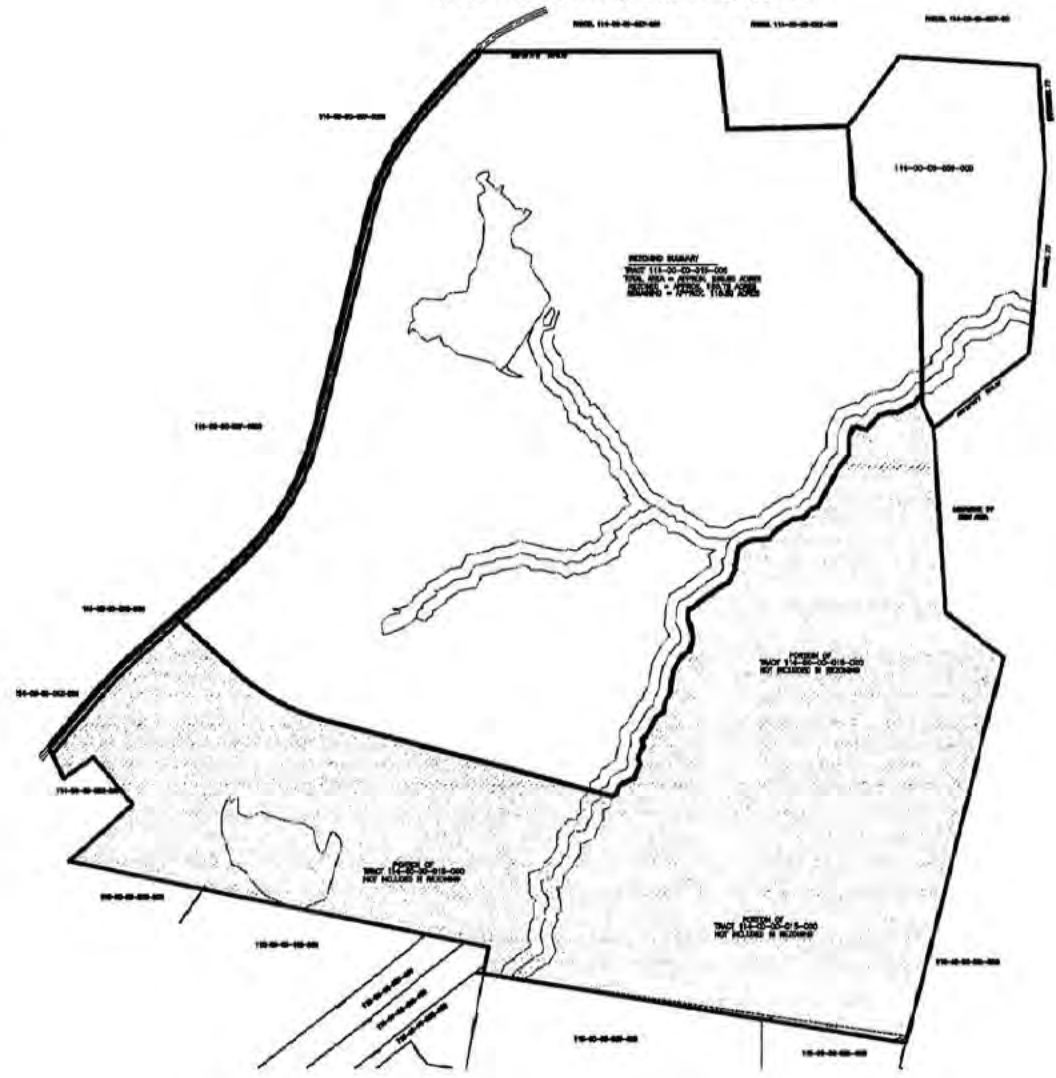
NO.	DATE	REVISION

RICHBURG MEADOWS

CHESTER COUNTY, SOUTH CAROLINA



PREPARED BY: SAACS
 DATE: 11-20-03
 SCALE: AS SHOWN



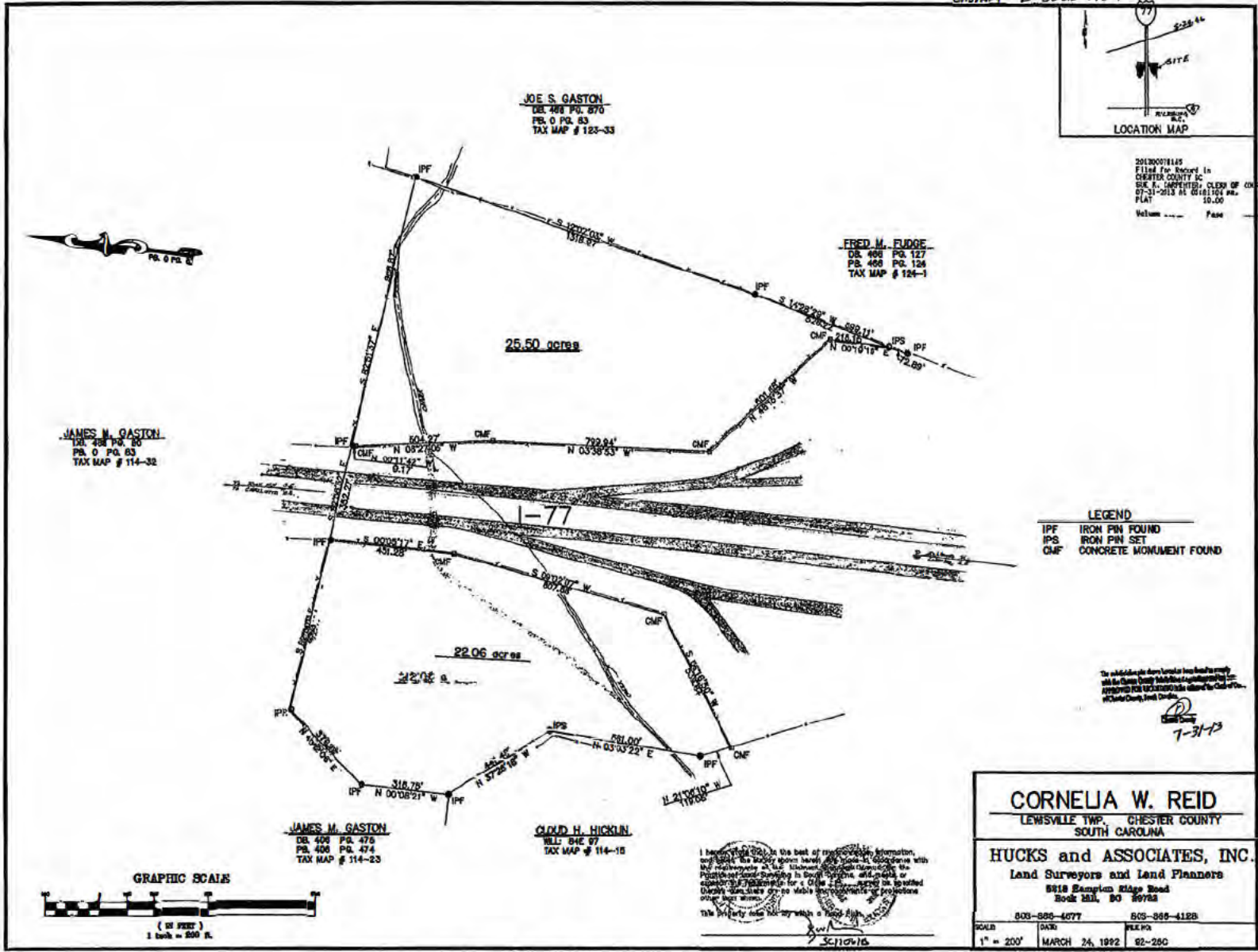
PRELIMINARY
 FOR REVIEW PURPOSES ONLY

RICHBURG MEADOWS
 CHESTER COUNTY, SOUTH CAROLINA
 DATE: 11-20-03
 SCALE: AS SHOWN
SAACS
 8750 10th Street, Suite 100
 Columbia, SC 29204
 803.733.1111



NO.	DATE	REVISION

CABINET D. Subc 196 PG 2



Mike Levister

From: Love, Allison C. <[REDACTED]>
Sent: Thursday, June 9, 2022 4:15 PM
To: Tou Lee
Cc: Sally Hudson; [REDACTED] Nick Liguori; Christopher M. Robusto; Mike Levister; Gamble, David D.; Steven Epley; Benji Layman; Douglas Alles
Subject: RE: 225100 Hicklin Property TIA Presubmisison Scoping Package 3.11.2022

Hello,

The Department agrees in concept with allowing two access locations on Gaston Farm Road. The final determination will be made during the encroachment permit application process, when the SCDOT Access and Roadside Management Standards (ARMS) manual requirements for horizontal and vertical sight distance and separation between roads and driveways must be demonstrated by the developer's civil engineer.

Thank you,

Allison C. Love, AICP
Assistant District Permit Engineer – District 4
SC Department of Transportation
[REDACTED]



Safety 1st – Live By It!
Let 'em Work, Let 'em Live!

From: Tou Lee <[REDACTED]>
Sent: Thursday, June 9, 2022 4:00 PM
To: Love, Allison C. <[REDACTED]>

[REDACTED]

Subject: RE: 225100 Hicklin Property TIA Presubmisison Scoping Package 3.11.2022

*** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. ***

Allison,

While we are finalizing the TIA for submission, the development team would like an answer from Department in order for them to move to the next step in their rezoning process. Is Department OKAY in concept with two proposed driveway connection onto Gaston Farm Road?

Let us know if Department can give a concurrence or would need to wait to review the TIA. We anticipate to submit the TIA within the next week.

Thank you,



Tou Lee, EI Project Engineer I
DAVENPORT
9144 Arrowpoint Blvd, Suite 130 Charlotte, NC 28273
[Redacted]

— Celebrating 20 years | est. 2002 —

From: Tou Lee
Sent: Tuesday, May 3, 2022 10:32 AM
To: Love, Allison C. <[Redacted]>

Allison,

I hope you're doing well. Attached is the revised scoping package for your review/comment/approval. From the previous scope, the development proposes to increase intensity from 375 DU to 400 DU. The package includes existing volumes and proposed trip distributions for use. Let us know if you have any questions.

Thank you,



Tou Lee, EI Project Engineer I
DAVENPORT
9144 Arrowpoint Blvd, Suite 130 Charlotte, NC 28273
[Redacted]

— Celebrating 20 years | est. 2002 —

From: Love, Allison C. <[Redacted]>
Sent: Friday, March 18, 2022 2:00 PM
To: Tou Lee <[Redacted]>

Cc: [Redacted]
Chri
<Ga

Subject: RE: 225100 Hicklin Property TIA Presubmisison Scoping Package 3.11.2022

Good afternoon,

The Department agrees with the content of the proposed scoping package.

Thank you,

Allison C. Love, AICP
Assistant District Permit Engineer – District 4
SC Department of Transportation



Safety 1st Live By It!
Let 'em Work, Let 'em Live!

From: [REDACTED]
Sent: Friday, March 11, 2022 1:22 PM

Subject: 225100 Hicklin Property TIA Presubmission Scoping Package 3.11.2022

***** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. *****

All,

Attached for your review/comments/approval is the TIA presubmission scoping package for Hicklin Property, in Chester County, SC. Let us know if you have any questions or need additional information.

We understand the County is currently in a planned development moratorium but is expected to be lifted soon.

Thank you,



Tou Lee, EI Project Engineer I
DAVENPORT
9144 Arrowpoint Blvd, Suite 130 Charlotte, NC 28273

— Celebrating 20 years | est. 2002 —



CAROLINA WETLAND SERVICES, INC.
550 E. Westinghouse Blvd.
Charlotte, NC 28273
704-527-1177 (office)
704-527-1133 (fax)

August 2, 2021

Tom Miller
Miller Development Company
122 Cherokee Road
Charlotte, NC 28207

**Subject: Preliminary Wetlands Investigation
Gaston Farm Road Site
Chester County, South Carolina
CWS Project No. 2021-0104**

Dear Mr. Miller,

On July 28, 2021, Carolina Wetland Services, Inc. (CWS) scientists, Megan Bollero, WPIT¹ and Amie Hoy, WPIT, field-reviewed the Gaston Farm Road Site for the presence of potential jurisdictional waters of the U.S., including wetlands. The Gaston Farm Road Site (Chester County Tax Parcel Nos. 114-00-00-059-000 and 114-00-00-015-000) is approximately 286 acres in extent and is located southwest of the Interstate 77 and Gaston Farm Road interchange in Chester County, South Carolina (Figure 1).

This investigation was conducted to preliminarily identify and approximately map those features that could be jurisdictional as defined by methodologies described in the 1987 Corps of Engineers Delineation Manual² and the 2012 Eastern Mountains & Piedmont Regional Supplement,³ as well as, recent guidance from the U.S. Army Corps of Engineers (USACE). Prior to conducting the site investigation, CWS reviewed the United States Geological Survey (USGS) Topographic Map (Figure 2) and the United States Department of Agriculture - Natural Resources Conservation Service (USDA-NRCS) Published Soil Survey (Figure 3). The USGS Topographic Map and the USDA-NRCS Published Soil Survey Map depict multiple potential riverine systems and two freshwater ponds throughout the entirety of the project limits. Additionally, a review of the National Wetlands Inventory (NWI) Mapper⁴ showed multiple potential riverine systems throughout the entirety of the project limits, two potential freshwater ponds and one potential wetland in the northwestern portion of the study area.

Stream and Wetland Investigation Results

Based on the results of this field investigation, there are 14 potential waters of the U.S. located within the project boundary (Figure 4). These waters consist of seven potential stream channels

¹ Wetland Professional in Training, The Society of Wetland Scientists Professional Certification Program

² Environmental Laboratory. 1987. "Corps of Engineers Wetlands Delineation Manual", Technical Report Y-87 1, US Army Engineer Waterways Experiment Station, Vicksburg, Mississippi.

³ US Army Corps of Engineers, April 2012. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region. US Army Engineer Research and Development Center, Vicksburg, Mississippi.

⁴ National Wetlands Inventory Mapper: <https://www.fws.gov/wetlands/data/mapper.html>

(Streams A-G), five potential wetlands (Wetland AA-EE), and two potential open water features (Pond A and B).

Streams A, B, D, E, and G had weak continuity of bed and bank, moderate in-channel structure, and had no baseflow at the time of the site visit, indicating intermittent flow.

Streams C and F had strong continuity of bed and bank, moderate in-channel structure, and approximately three to six inches of moderate baseflow at the time of the site visit, indicating perennial flow.

On-site features are summarized in Tables 1-3. Photographs 1-6 are representative of on-site features and current site conditions (Attachment A).

Table 1. Summary of Potential On-Site Wetlands⁵

Wetland Name	Cowardin Classification	Approximate Acreage (ac.)
Wetland AA	Palustrine Forested	1.68
Wetland BB	Palustrine Forested	0.01
Wetland CC	Palustrine Forested	0.11
Wetland DD	Palustrine Emergent	0.13
	Palustrine Forested	0.005
Wetland EE	Palustrine Forested	0.007
Wetland Total:		1.94 ac.

Table 2. Summary of Potential On-Site Stream Channels⁶

Stream Name	USACE/EPA/Rapanos Classification	Approximate Linear Feet (lf)
Stream A	Intermittent	34
Stream B	Intermittent	37
Stream C	Perennial	1,378
Stream D	Intermittent	1,249
Stream E	Intermittent	8
Stream F	Perennial	4,009
Stream G	Intermittent	146
Stream Total:		6,861 lf

Table 3. Summary of Potential On-Site Freshwater Ponds⁷

Jurisdictional Water	Cowardin Classification	Approximate Acreage (ac.)
Pond A	Freshwater Pond	2.9
Pond B	Freshwater Pond	2.60
Pond Total:		5.5 ac.

⁵ Subject to further delineation and USACE concurrence

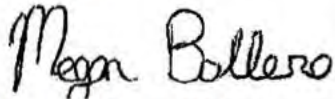
⁶ Subject to further delineation and USACE concurrence

⁷ Subject to further delineation and USACE concurrence

Please note that this report does not represent a detailed waters of the U.S. delineation. This report is for planning purposes only. The potential features depicted on Figure 4 (attached) are based on a limited, preliminary field investigation, and the limits of jurisdiction are an estimate only. GPS points are incomplete and were taken only at beginning points of jurisdiction, jurisdictional breakpoints, and/or representatively along wetlands and are subject to change following a detailed investigation. **A full delineation (flagging in the field) of jurisdictional waters of the U.S. with GPS mapping and USACE verification will be conducted once the project progresses into the design phase.**

Thank you for the opportunity to provide these services on this important project. Please do not hesitate to contact Megan Bollero at 757-576-6433 or megan@cws-inc.net should you have any questions or comments regarding this report.

Sincerely,

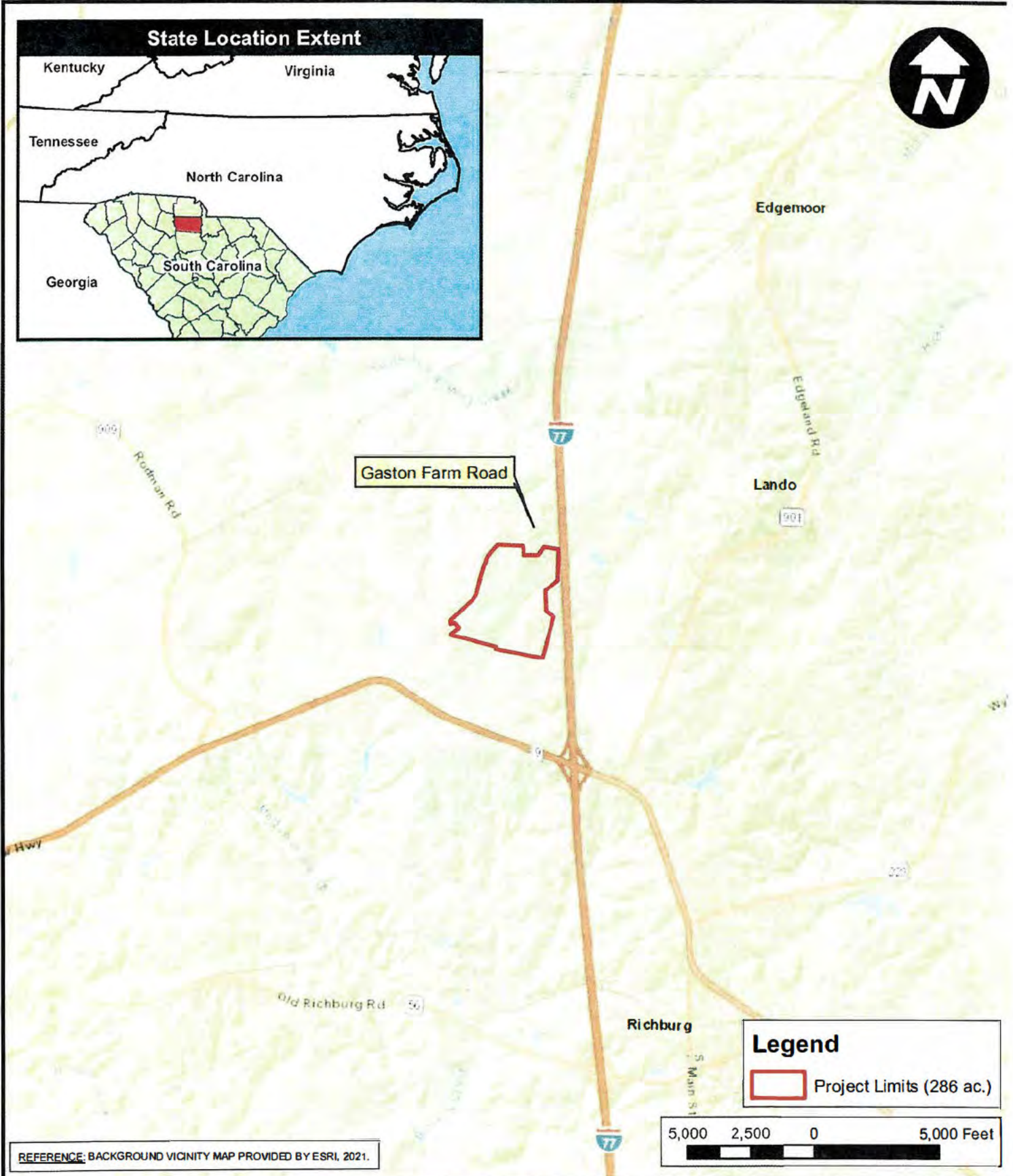
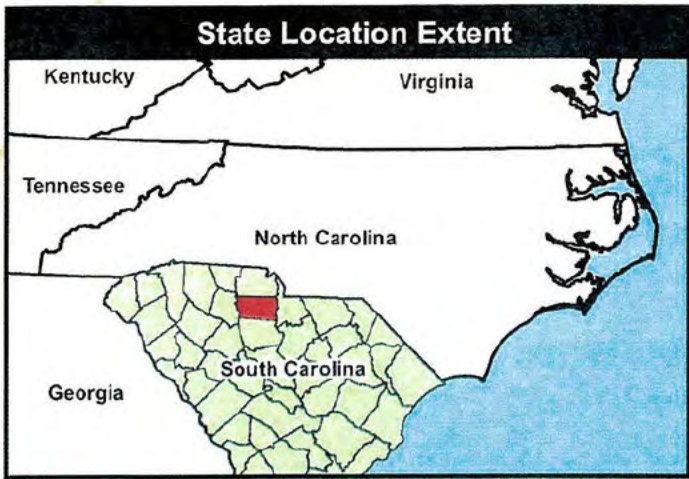


Megan Bollero, WPIT
Project Scientist



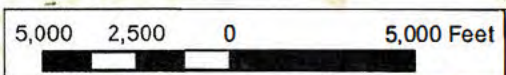
Aliisa Harjuniemi, PWS
Senior Project Manager

Attachments: Figure 1: Vicinity Map
Figure 2: USGS Topographic Map
Figure 3: USDA-NRCS Published Soil Survey of Chester County
Figure 4: Approximate Wetland/Other Waters Boundaries with Aerial Imagery
Attachment A: Photopage (Photographs 1-6)



Legend

Project Limits (286 ac.)



REFERENCE: BACKGROUND VICINITY MAP PROVIDED BY ESRI, 2021.

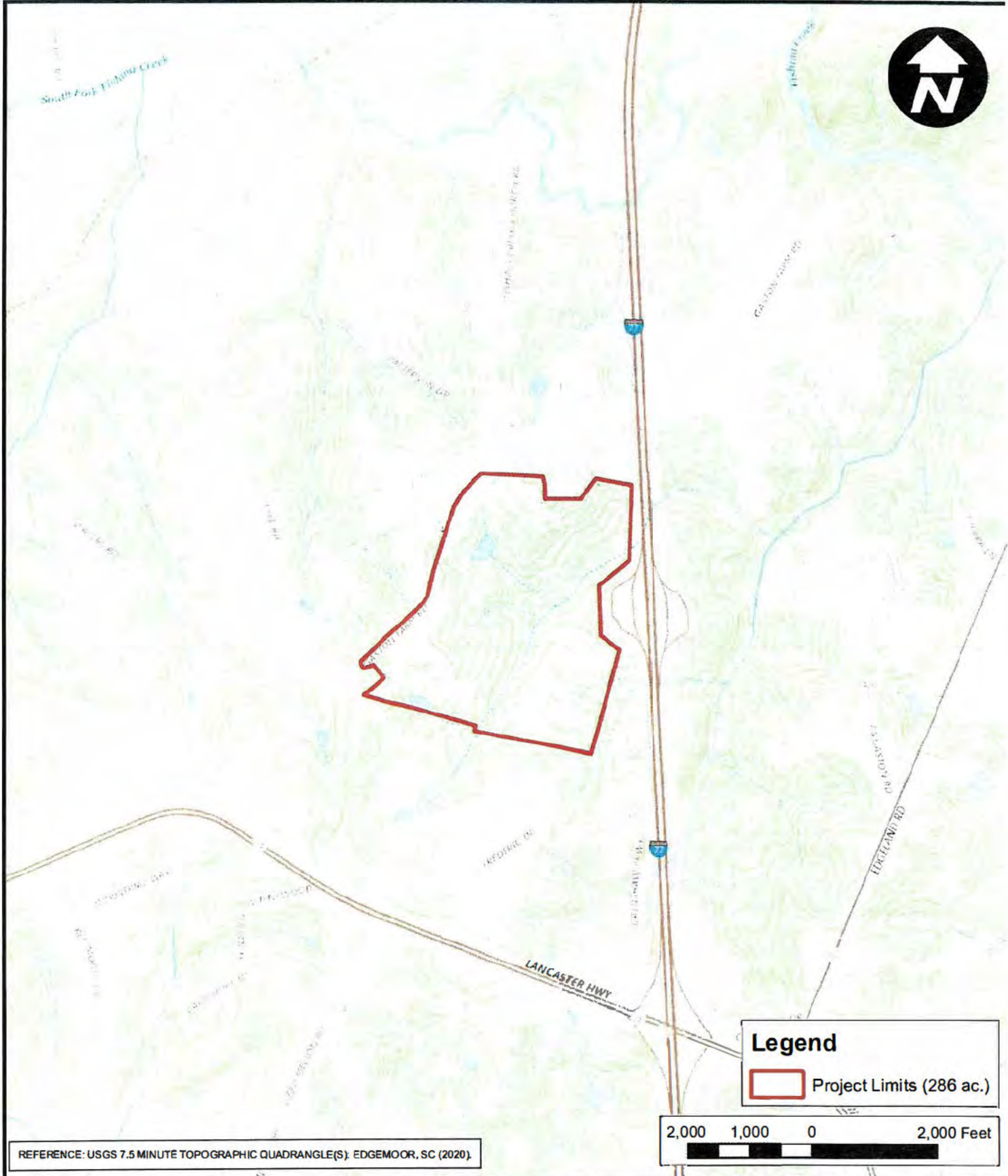
SCALE: 1 inch = 5,000 feet	DATE: 7/29/2021
CWS PROJECT NO: 2021-0104	DRAWN BY: ALH
COORDINATES: 34.763498, -81.044137	CHECKED BY: AVH



Vicinity Map

Gaston Farm Road Site
Chester County
Richburg, South Carolina

FIGURE NO.
1



REFERENCE: USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE(S): EDGEWOOD, SC (2020).

SCALE: 1 inch = 2,000 feet
CWS PROJECT NO: 2021-0104
COORDINATES: 34.763498, -81.044137

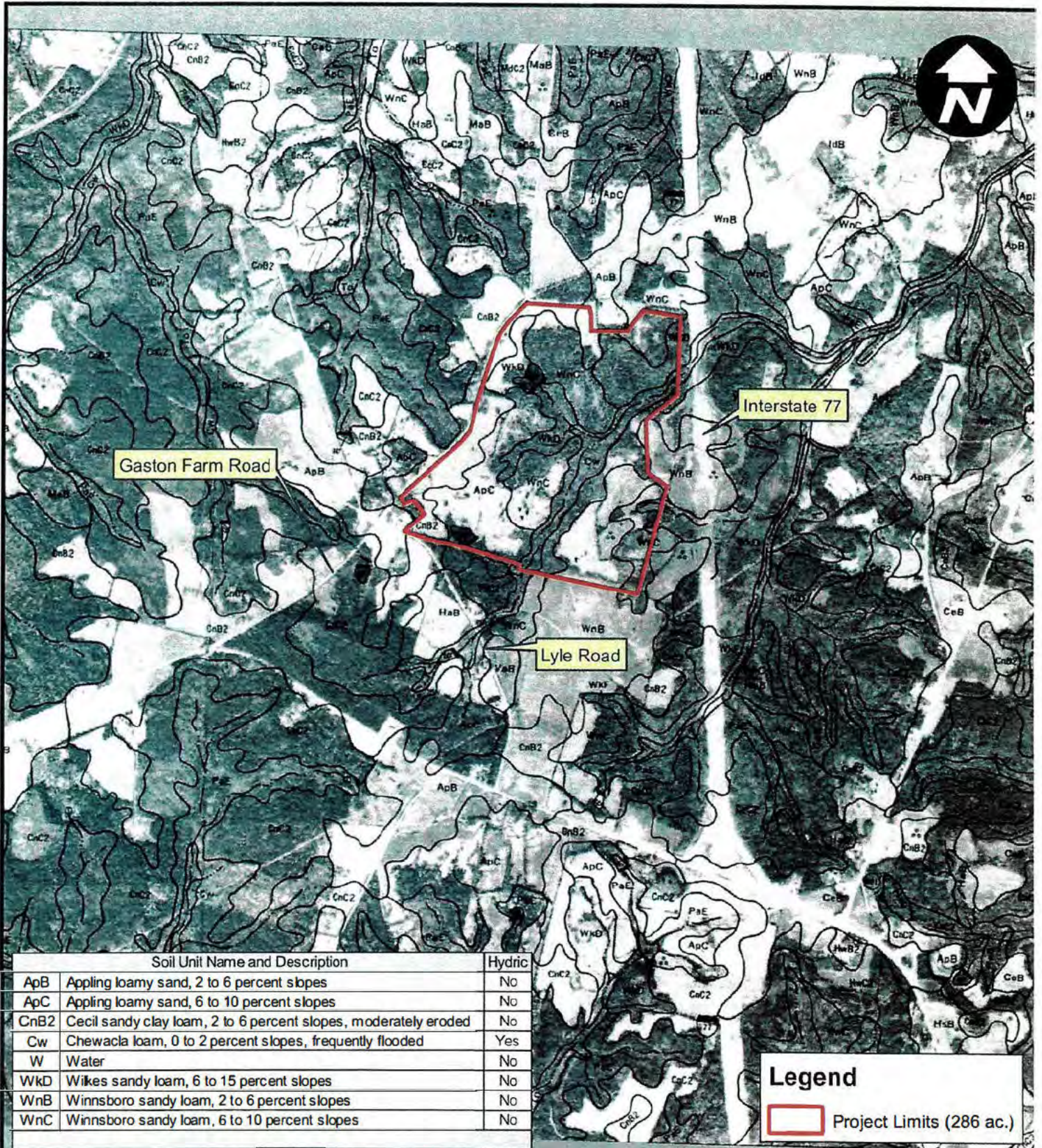
DATE: 7/27/2021
DRAWN BY: ALH
CHECKED BY: AVH



USGS Topographic Map

Gaston Farm Road Site
Chester County
Richburg, South Carolina

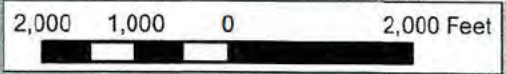
FIGURE NO.
2



Soil Unit Name and Description		Hydric
ApB	Appling loamy sand, 2 to 6 percent slopes	No
ApC	Appling loamy sand, 6 to 10 percent slopes	No
CnB2	Cecil sandy clay loam, 2 to 6 percent slopes, moderately eroded	No
Cw	Chewacla loam, 0 to 2 percent slopes, frequently flooded	Yes
W	Water	No
WkD	Wilkes sandy loam, 6 to 15 percent slopes	No
WnB	Winnsboro sandy loam, 2 to 6 percent slopes	No
WnC	Winnsboro sandy loam, 6 to 10 percent slopes	No

Legend

Project Limits (286 ac.)



REFERENCE: USDA-NRCS PUBLISHED SOIL SURVEY OF CHESTER COUNTY, SC, SHEET 14, DATED 1982.

SCALE: 1 inch = 2,000 feet

CWS PROJECT NO: 2021-0104

COORDINATES: 34.763498, -81.044137

DATE: 8/2/2021

DRAWN BY: ALH

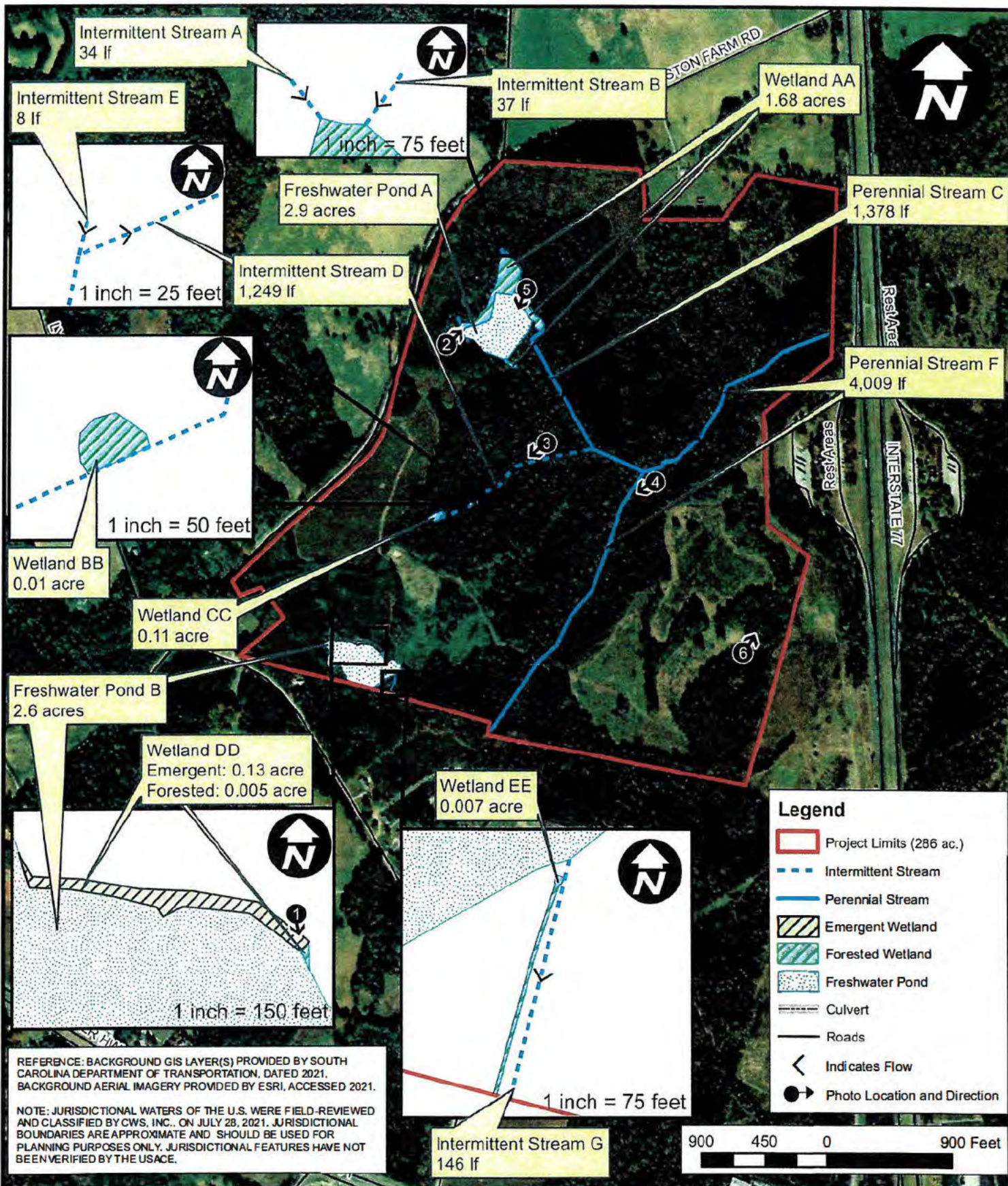
CHECKED BY: AVH



USDA-NRCS Published Soil Survey of Chester County

Gaston Farm Road Site
Chester County
Richburg, South Carolina

FIGURE NO. **3**



REFERENCE: BACKGROUND GIS LAYER(S) PROVIDED BY SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, DATED 2021. BACKGROUND AERIAL IMAGERY PROVIDED BY ESRI, ACCESSED 2021.

NOTE: JURISDICTIONAL WATERS OF THE U.S. WERE FIELD-REVIEWED AND CLASSIFIED BY CWS, INC., ON JULY 28, 2021. JURISDICTIONAL BOUNDARIES ARE APPROXIMATE AND SHOULD BE USED FOR PLANNING PURPOSES ONLY. JURISDICTIONAL FEATURES HAVE NOT BEEN VERIFIED BY THE USACE.

SCALE: 1 inch = 900 feet	DATE: 7/29/2021
CWS PROJECT NO: 2021-0104	DRAWN BY: ALH
COORDINATES: 34.763498, -81.044137	CHECKED BY: AVH



Approximate Wetland/Other Waters Boundaries with Aerial Imagery

Gaston Farm Road Site
Chester County
Richburg, South Carolina

FIGURE NO.
4

ATTACHMENT A:

Photopage (Photographs 1-6)



Photograph 1. View of emergent Wetland DD, facing southeast.



Photograph 2. View of forested Wetland AA, facing northeast.



Photograph 3. View of intermittent Stream C, facing upstream.



Photograph 4. View of perennial Stream F, facing upstream.



Photograph 5. View of freshwater Pond A, facing southwest.



Photograph 6. View of non-jurisdictional topographic crenulation, facing northeast.



May 3, 2022
Allison Love, AICP
District 4, SCDOT
loveac@scdot.org

RE: Pre-Submission checklist for Hicklin Property development to be located in Chester County, SC
(DAVENPORT Project Number **225100**)

Dear Ms. Love

I am pleased to submit this Pre-Submission checklist for this proposed project in Chester County. The transportation impact analysis will be prepared in accordance with the SCDOT guidelines for traffic impact studies and the following proposed scoping items. Please advise if any of these items should be adjusted:

- **Site Location** 3120 State Rd 46, Richburg, SC 29729
- **Site Layout** – (See attached site plan)
- **Trip Generation** – (see attached table)
 - LUC 210 – 400 Single Family Homes.
- **Proposed analysis software** - Synchro Traffic Modeling Software (Version 10)
- **Proposed Study Intersections** – (See attached Study Intersection map)
 - S-46 (Gaston Farm Road) at Fishing Creek Church Road
 - S-46 (Gaston Farm Road) at Lyle Road
 - SC-9 (Lancaster Highway) at S-46 (Gaston Farm Road)
 - SC-9 (Lancaster Highway) at Lyle Road
- **Proposed Site Accesses**
 - S-46 (Gaston Farm Road) at Site Access 1 (Full, northern)
 - S-46 (Gaston Farm Road) at Site Access 2 (Full, southern)
- **Proposed future build analysis year** – 2029
- **Proposed annual growth rate** – 2%, 10-year data, see attached
 - Station Number 185: 2019 11,400 ADT; 2010 10,900 ADT
 - Station Number 187: 2019 – 12,400 ADT; 2010 – 11,200 ADT
- **Proposed Study Scenarios:** AM (7-9 am) and PM (4-6 pm) peaks for the following:
 - 2022 Existing Conditions
 - 2029 Future No-Build Conditions
 - 2029 Future Build Conditions
 - 2029 Future Build Conditions + Improvements (as necessary)



DAVENPORT

- **Proposed site trip directional distribution** – See attached
- **Approved Developments** – N/A, to be determined by SCDOT
- **Committed Improvements** – N/A, to be determined by SCDOT

Please feel free to contact me with any questions at 704-579-5197. Thank you and we look forward to working with you on this project.

Sincerely,

Tou Lee, EI

Home Office:
119 Brookstown Ave. Suite PH1
Winston-Salem, NC 27101
Main: 336.744.1636; Fax: 336.468.9377

Charlotte Regional Office:
9144 Arrowpoint Blvd. Suite 130
Charlotte, NC 28273
Main: 704.200.2864

Serving the Southeast since 2002

Table A - ITE Trip Generation 11th Edition

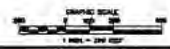
Average Weekday Driveway Volumes					24 Hour Two-Way	AM Peak Hour		PM Peak Hour	
Land Use	ITE Land Code	Size	Method/Type		Volume	Enter	Exit	Enter	Exit
Single-family Homes	210	400	Dwelling Units	Adjacent/ Equation	3,612	68	195	230	136
Total Unadjusted Trips					3,612	68	195	230	136



PRELIMINARY
FOR REVIEW PURPOSES ONLY

DEVELOPMENT DATA
 PROJECT NAME: [REDACTED]
 DEVELOPER: [REDACTED]
 PLAN PROVIDED BY: [REDACTED] PHONE #: [REDACTED]
 PARCEL #: [REDACTED]
 TOTAL AREA: [REDACTED]
 ZONING: [REDACTED]
 PREPARED BY: [REDACTED]
 DATE: [REDACTED]
 CHECKED BY: [REDACTED]
 SCALE: [REDACTED]
 SHEET NO. [REDACTED] OF [REDACTED]

DATE: [REDACTED]
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]
 SCALE: [REDACTED]
 SHEET NO. [REDACTED] OF [REDACTED]



NO.	DATE	REVISION

HICKLIN PROPERTY DEVELOPMENT
 DESIGN CONSULTANTS

HISAACS
 ARCHITECTS

1000 N. 10TH ST. SUITE 200
 DENVER, CO 80202
 PHONE: 303.733.1111

DATE: [REDACTED] TIME: [REDACTED]
 SHEET NO. [REDACTED] OF [REDACTED]
 SCALE: [REDACTED]

C1.0



FIGURE 2A
SITE LOCATION MAP

SITE INDICATOR





FIGURE 2B
VICINITY MAP

STUDY INTERSECTIONS
 EXISTING ●
 PROPOSED ●

Query

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
210

LAND USE GROUP:
(200-299) Residential

LAND USE:
210 - Single Family Detached Housing

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

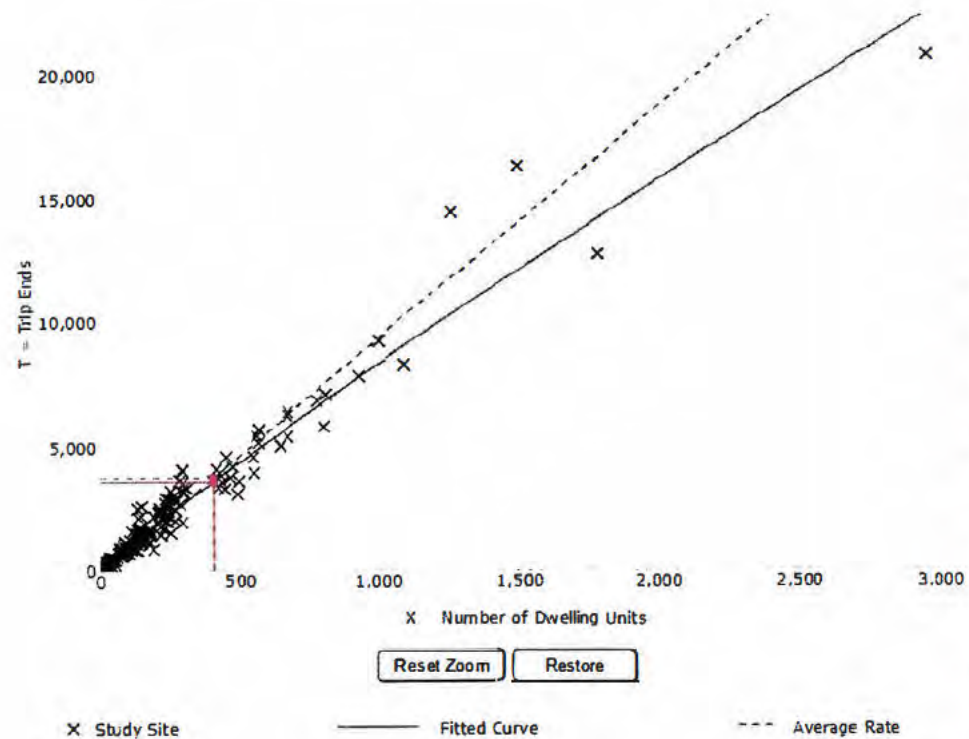
INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
400 Calculate

Data Plot and Equation



DATA STATISTICS

Land Use:
Single-Family Detached Housing (210)

Independent Variable:
Dwelling Units

Time Period:
Weekday

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
174

Avg. Num. of Dwelling Units:
246

Average Rate:
9.43

Range of Rates:
4.45 - 22.61

Standard Deviation:
2.13

Fitted Curve Equation:
 $Ln(T) = 0.02 Ln(X) + 2.69$

R²:
0.95

Directional Distribution:
50% entering, 50% exiting

Calculated Trip Ends:
Average Rate: 3772 (Total: 1886 (Entry, 1886 (Exit))

Fitted Curve: 3612 (Total: 1806 (Entry, 1806 (Exit))

Query

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

210

LAND USE GROUP:
(200-299) Residential

LAND USE:
210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
Dwelling Units

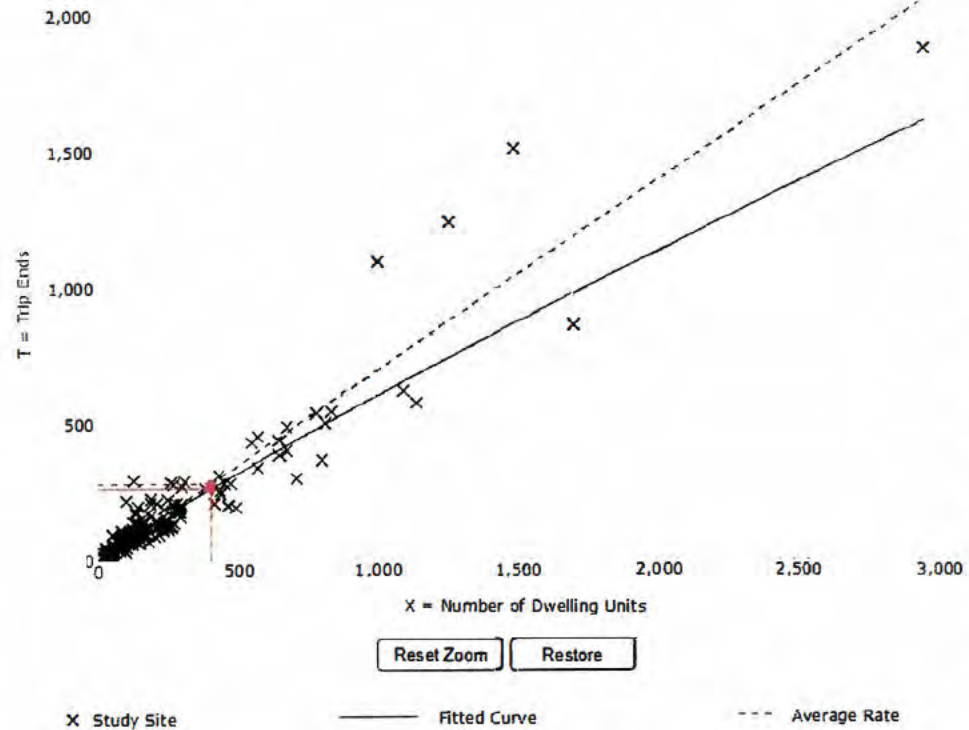
TIME PERIOD:
Weekday Peak Hour of Adjacent Street Traffic

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

400 Calculate

Data Plot and Equation



DATA STATISTICS

Land Use:
Single-Family Detached Housing (210) [Description and Data File](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 7 and 9 a.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
192

Avg. Num. of Dwelling Units
226

Average Rate:
0.70

Range of Rates:
0.27 - 2.27

Standard Deviation:
0.24

Fitted Curve Equation:
 $\ln(T) = 0.91 \ln(X) - 0.12$

R²:
0.90

Directional Distribution:
25% entering 74% exiting

Calculated Trip Ends:
Average Rate: 280 (Total); 73 (Entry) 207 (Exit)
Fitted Curve: 263 (Total); 68 (Entry), 195 (Exit)

Query

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
210

LAND USE GROUP:
(200-299) Residential

LAND USE:
210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

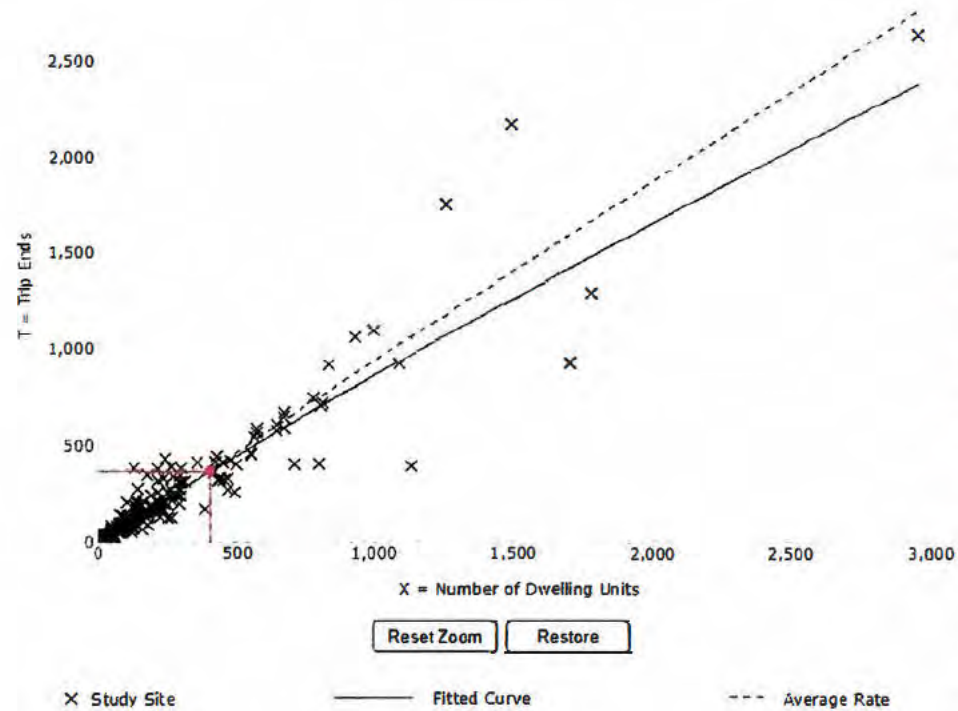
INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday Peak Hour of Adjacent Street Traffic

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
400 Calculate

Data Plot and Equation



DATA STATISTICS

Land Use: Single-Family Detached Housing (210) [Description](#) [Data File](#)

Independent Variable: Dwelling Units

Time Period: Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Trip Type: Vehicle

Number of Studies: 208

Avg. Num. of Dwelling Units: 248

Average Rate: 0.94

Range of Rates: 0.35 - 2.98

Standard Deviation: 0.31

Fitted Curve Equation: $\ln(T) = 0.94 \ln(X) - 0.27$

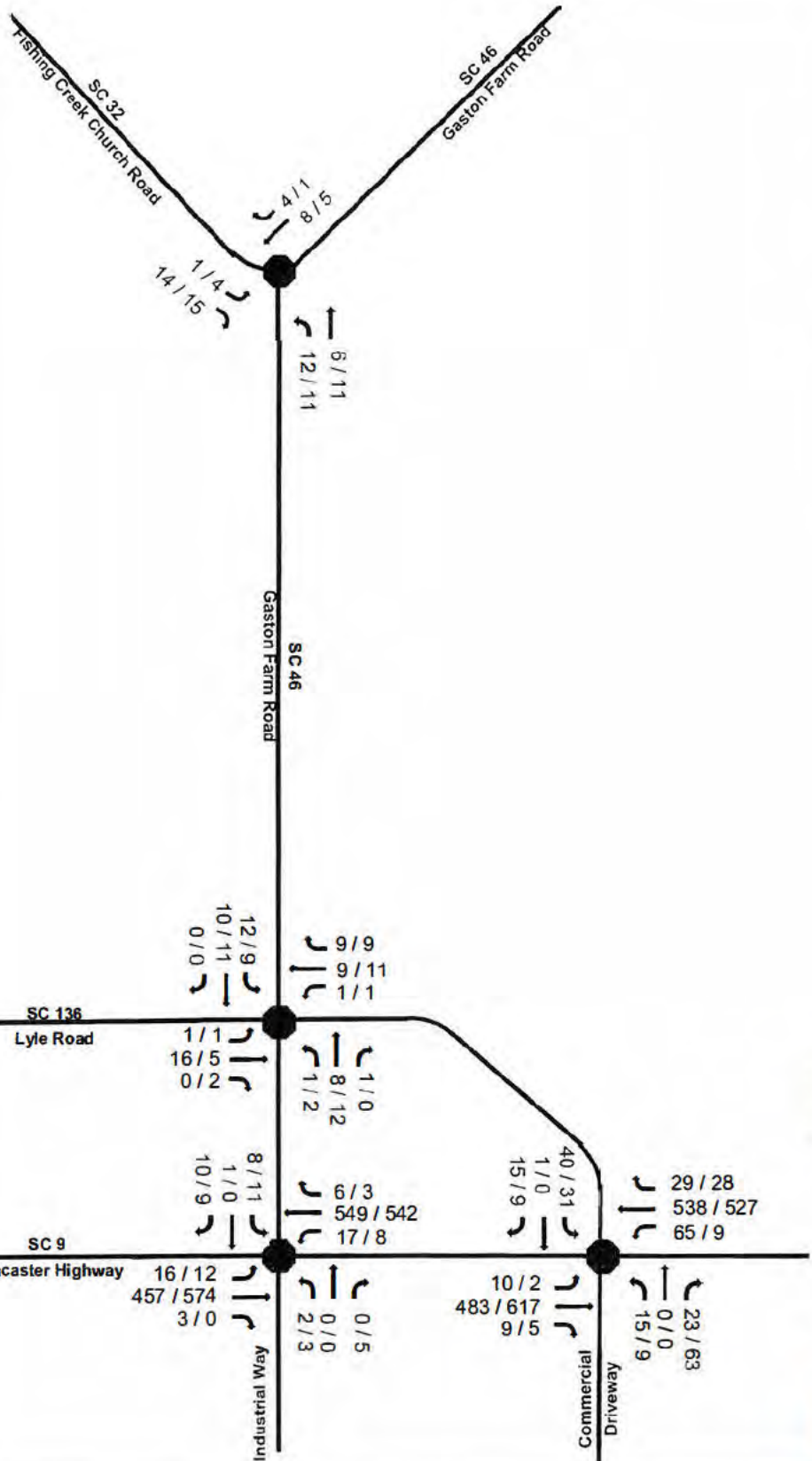
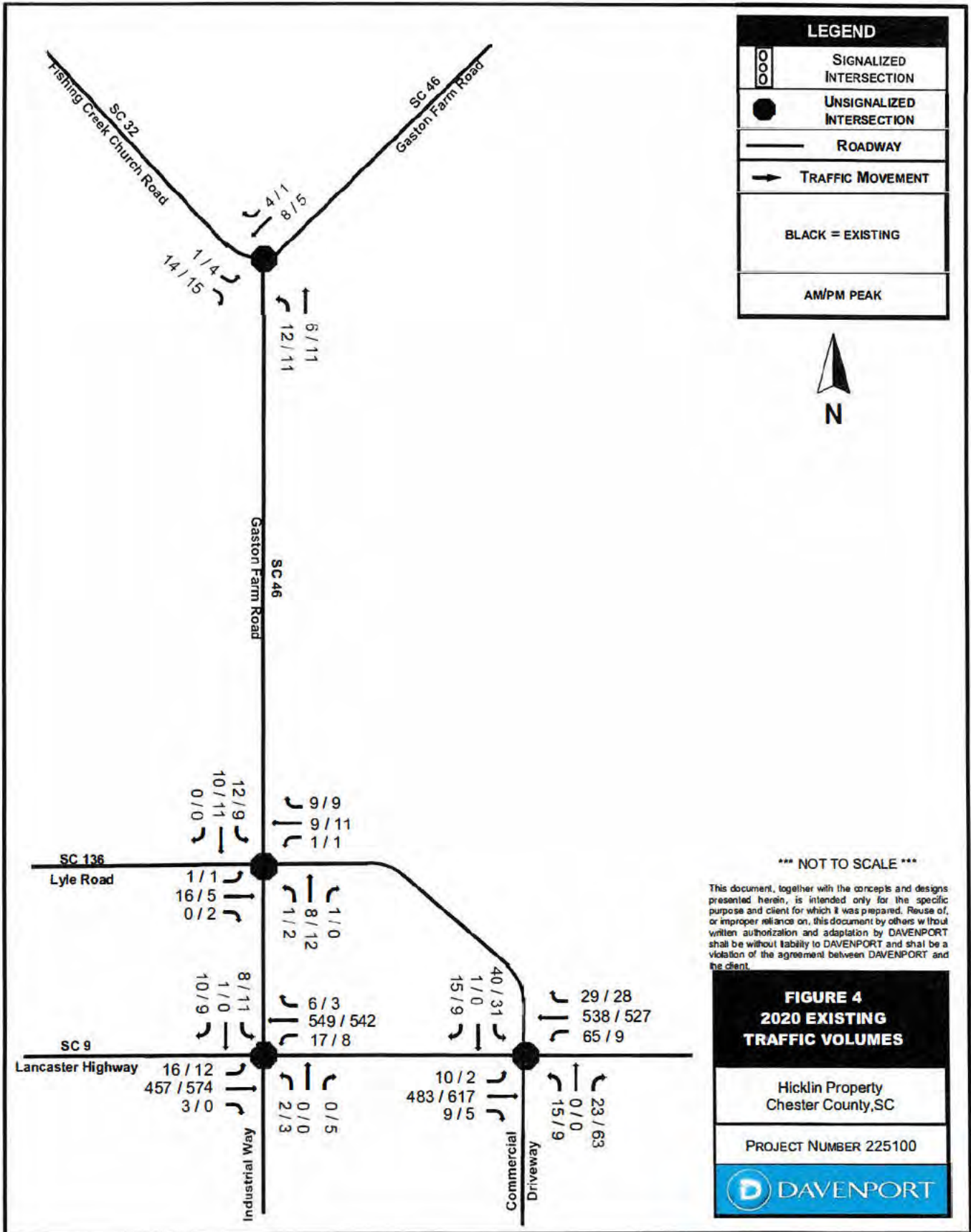
R²: 0.92

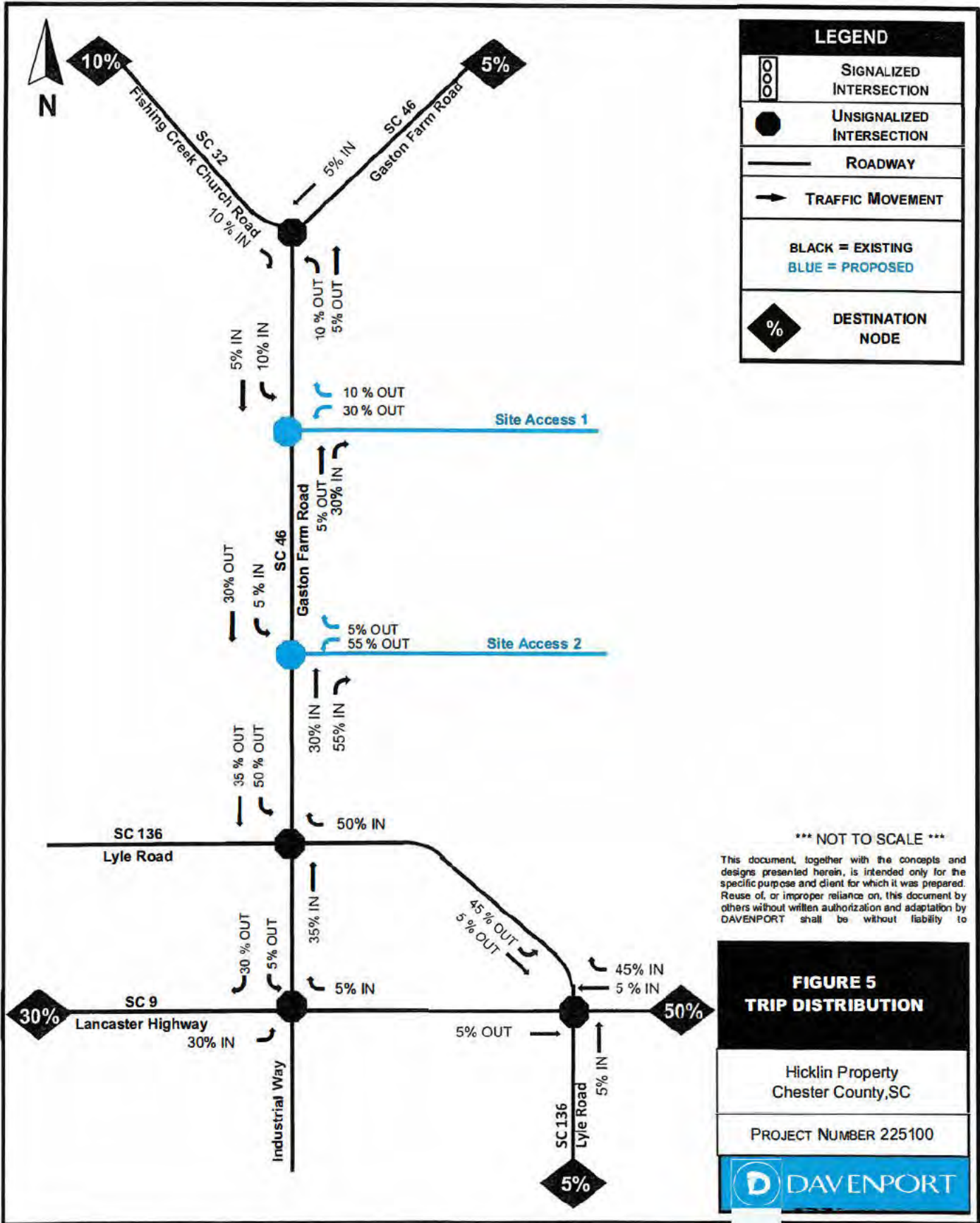
Directional Distribution: 63% entering, 37% exiting

Calculated Trip Ends:
Average Rate: 376 (Total: 227 (Entry), 149 (Exit),
Fitted Curve: 366 (Total: 230 (Entry), 136 (Exit))

SCDOT AADT			
	SC-9 Station 185	SC-9 Station 187	S-46 Station 351
2010	10900	11200	150
2011	10000	10200	125
2012	11200	11200	150
2013	9700	9500	150
2014	9600	9100	125
2015	11100	10900	150
2016	11900	11000	175
2017	11200	10100	25
2018	11200	12200	25
2019	11400	12400	25
Slope	55.56	133.33	-13.89
Percent Slope	0.49	1.08	-55.56

Selected Growth Rate: 2%





10%

SC 32
Fishing Creek Church Road
10% IN

5% IN
SC 46
Gaston Farm Road
5%

5% IN

10% IN

10% OUT
5% OUT

10% OUT
30% OUT

Site Access 1

5% OUT
30% IN

30% OUT

5% IN

5% OUT
30% IN

Site Access 2

5% OUT
55% OUT

35% OUT

50% OUT

30% IN
55% IN

SC 136
Lyle Road

50% IN

SC 9
Lancaster Highway

30% IN

30% OUT

5% OUT

35% IN
5% IN

45% OUT
5% OUT

45% IN
5% IN

30%

5% OUT

50%

Industrial Way

SC 136
Lyle Road
5% IN

5%



VIA Electronic Mail

May 5, 2022

Chester County
Building and Zoning
PO Box 580
Chester, SC 29706

Re: Chester Sewer District
Willingness and Ability to Serve Letter
for NPDES Permit # SC0001741

To Whom It May Concern:

The Chester Sewer District (d/b/a) Chester County Wastewater Recovery (CWR) is willing and able to provide The Miller Development's with an additional twenty-five (25) residential units to the previous allotment of three-hundred-seventy-five (375) residential units with wastewater service. The cumulative allocation is four-hundred (400) residential units for the properties located on Gaston Farm Road in Richburg, South Carolina. The tax map numbers for the aforementioned lots are as follows:

- 114-00-00-015-000
- 114-00-00-059-000

Please note, this willingness and ability letter are subject to the following conditions:

- CWR will evaluate the current capacity conditions if construction has not begun and/or is not completed by the expiration date, May 31, 2024.

If you require additional information, please call me at (803) 377-3541.

Sincerely,
Chester County Wastewater Recovery


Phillip A. Thompson-King
Executive Director

Cc: J. Michael Hunter, Maintenance Superintendent, CWR
Tony Young, Wastewater Operations Superintendent, CWR
Joel Manning, Finance Analyst and Manager, CWR
The Miller Development
File



Solving the water needs of tomorrow today.

WATER AVAILABILITY REQUEST FORM (For Informational Purposes)

Date: 08/24/2021

A. Owner/Developer: DRB Group - Chris Robusto

Phone# [REDACTED]

Address: 227 W Trade St, Suite 1610, Charlotte, NC 28202

E-mail [REDACTED]

Owner Engineer: The Isaacs Group - Benji Layman

Phone# [REDACTED]

Address: 8720 Red Oak Blvd, Suite 420, Charlotte, NC 28217

E-mail [REDACTED]

B. Development/Project Name: Hicklin Property Development

Development/Project Location: Gaston Farm Road at Lyle Rd

Parcel Number: 114-00-00-015-000 and 114-00-00-059-000

C. Type of Development

- Residential
- Multi-Family
- Commercial
- Industrial
- Institutional

Type of Business: _____ Number of Units: 750

Building Area (SQ FT): _____ Anticipated Water Capacity Required (GPM) 947

District Use Only

Water may be available if the property owner meets the conditions as follows:

1. Capacity to provide service:
 - The property is within the District's Water System service area and the System has sufficient capacity to serve this property.
 - Service to this property is **not available** from the Water System at this time.

2. Availability of Domestic Water Service
 - Water will be provided by service connection to an existing 16 inch water main located along Lyle Rd and is approximately 3500 feet from the site.
 - Water service is available after the following improvements are completed:
 - 3500 feet of 12 inch water mains on Lyle Rd to reach the site;
 - The construction of a distribution system on the site;
 - Other Describe: _____

3. Availability of water for firefighting:
 - The nearest fire hydrant is located at Int of Lyle Rd/Fredric Dr and is within 3500 feet of the property.
 - Fire flow capacity is not available and shall be extended.

Approved By: *Andrew Little* Date: 08/24/2021
District Engineer



FIRE HYDRANT FLOW TESTING FORM

Completed by: TCausey JHinson

FLOW HYDRANT DATA					TEST HYDRANT DATA			HYDRANT/TEST COMMENTS
DATE	COEFF.	FLOW HYDRANT ID	PITOT READING	GPM (from chart)	TEST HYDRANT ID	STATIC PRESSURE	RESIDUAL PRESSURE	
3/23/2021	0.9	L01	32	949	L01	48	40	Lyle Rd
3/23/2021	0.9	L02	30	919	L01	48	42	Fredric Dr

THE BELAIR

2-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 1,814 SQ. FT. LIVING AREA



ELEVATION A



ELEVATION B



ELEVATION C

REV. 8/1/20



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THE BELAIR

2-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 1,814 SQ. FT. LIVING AREA



First Floor

REV. 8/1/20



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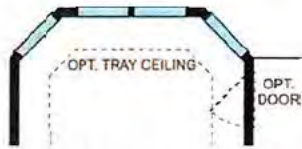
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THE BELAIR

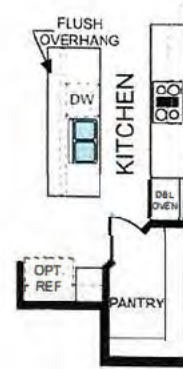
2-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 1,814 SQ. FT. LIVING AREA



Optional
Bay Window
at Owner's Bedroom



Optional
Bay Window
at Casual Dining



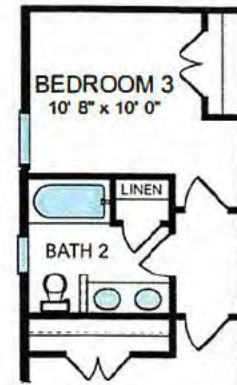
Optional
Gourmet Kitchen



Optional
Owner's Bath 2



Optional
Owner's Bath 3



Optional
Bedroom 3 ILO Study

First Floor Options

REV. 8/1/20



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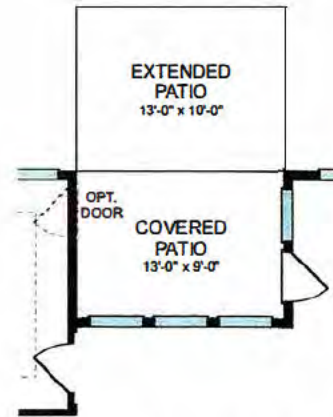
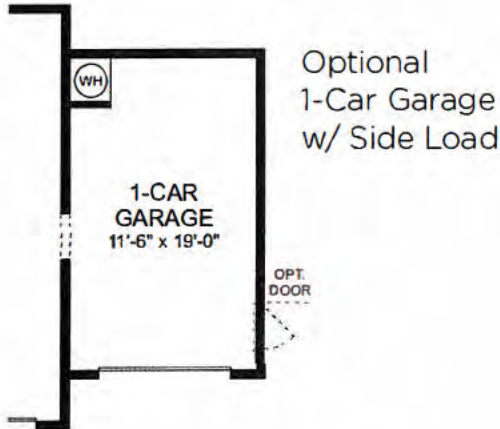
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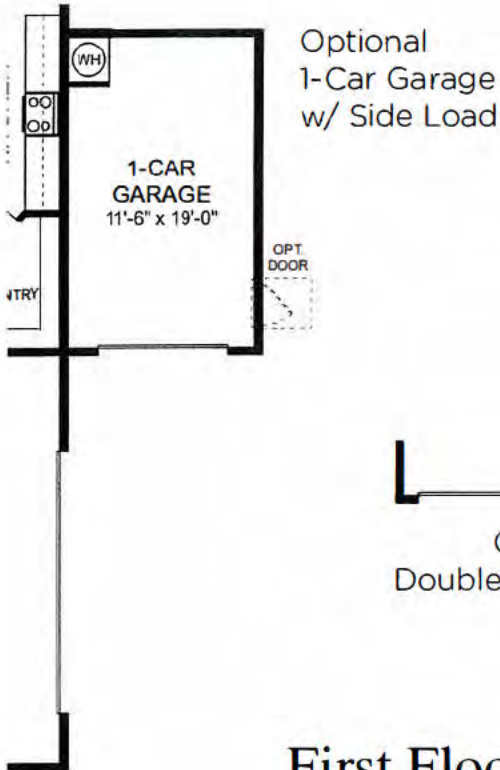


THE BELAIR

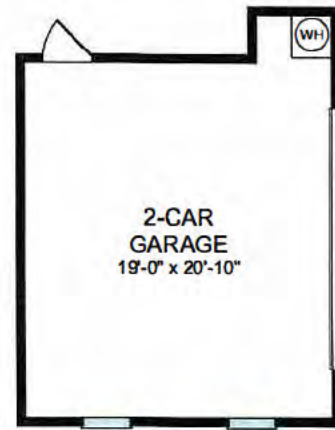
2-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 1,814 SQ. FT. LIVING AREA



Optional Extended Patio



Optional
Double Garage Doors



Optional
Side Load Garage

First Floor Options (cont.)

REV. 8/1/20



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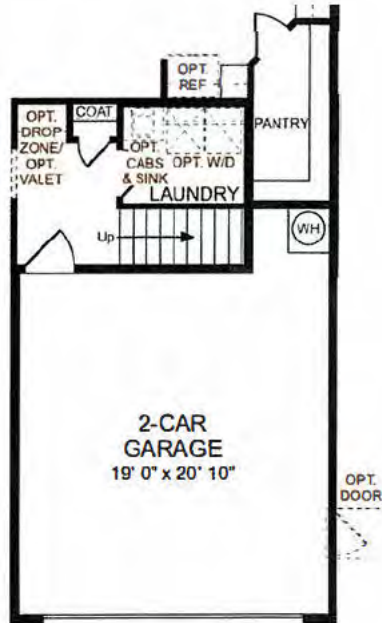
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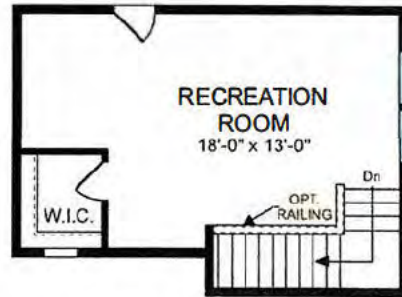


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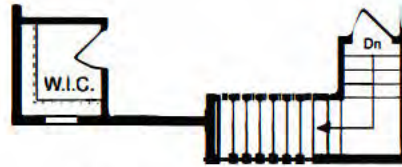
2-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 1,814 SQ. FT. LIVING AREA



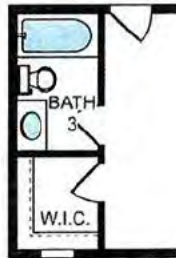
Stairs to Second Floor



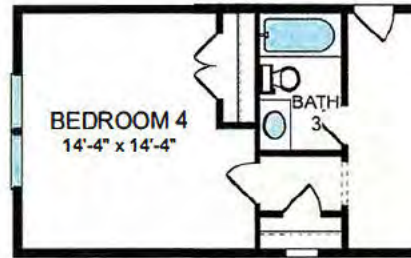
Rec. Room (Standard)



Optional Enclosed Rec. Room



Optional Bath 3



Optional Bedroom 4 w/ Optional Bath 3

Optional Second Floor

REV. 8/1/20



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THE CARDINAL

4 BEDROOM

2.5 BATH

2 CAR GARAGE

2,235 SQ. FT. LIVING AREA



ELEVATION A



ELEVATION B



ELEVATION C

REV. 10/26/22



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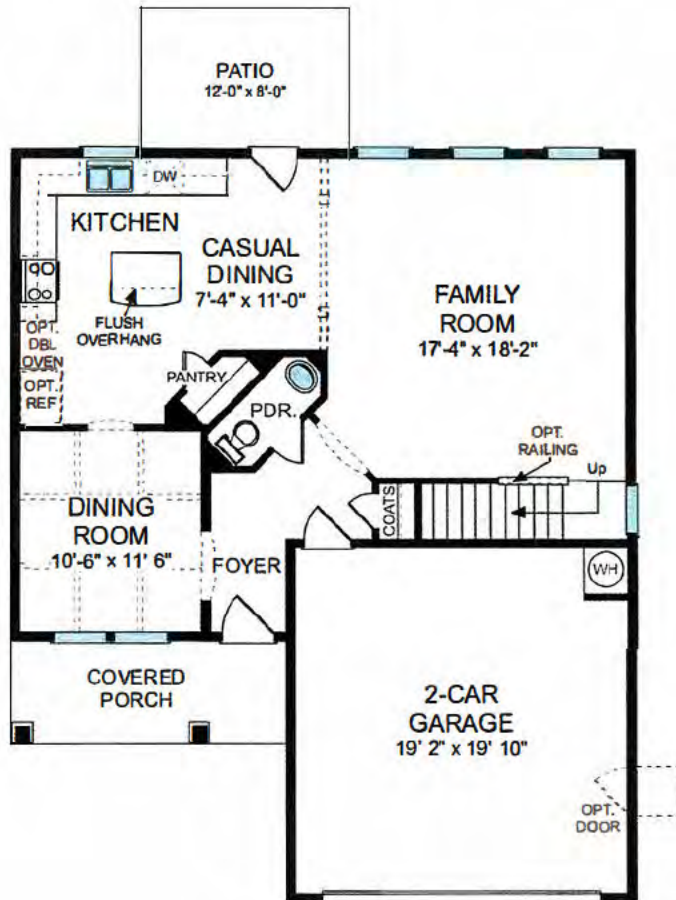
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THE CARDINAL

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA



First Floor

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THE CARDINAL

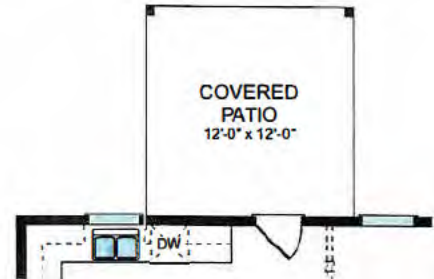
4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA



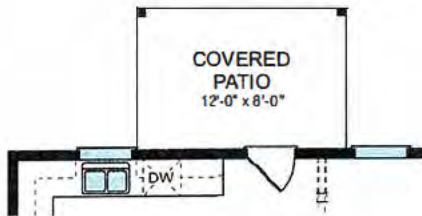
Optional Fireplace
at Family Room



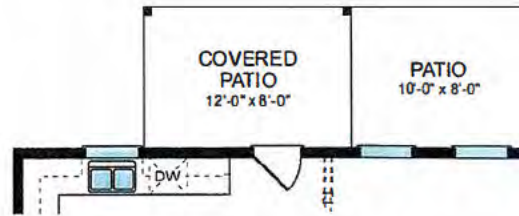
Optional
Wrap-Around Porch



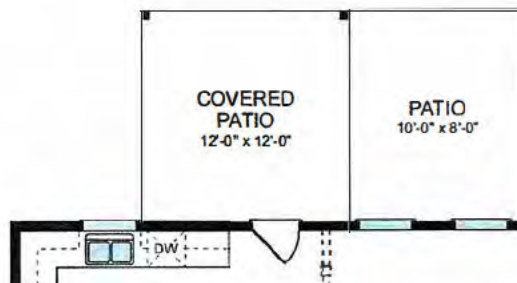
Optional
Extended Covered Patio



Optional
Covered Patio



Optional Patio
w/ Covered Patio



Optional
Extended Patio
w/ Extended Covered Patio

First Floor Options

REV. 10/26/22



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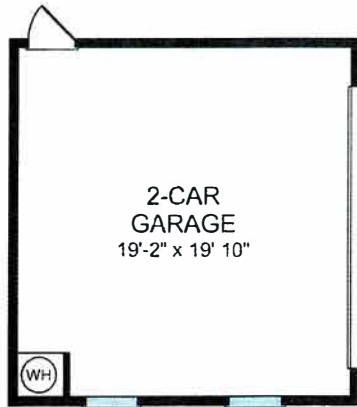
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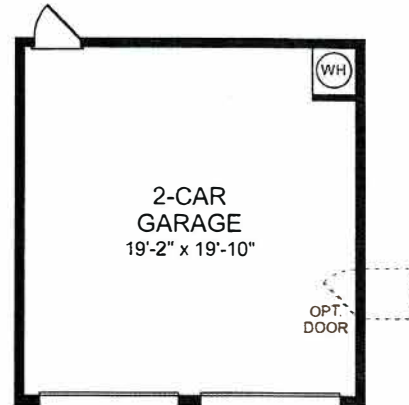


THE CARDINAL

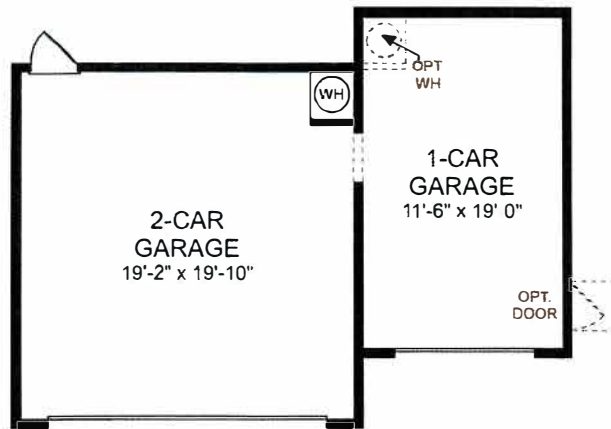
4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA



Optional
Side Load Garage



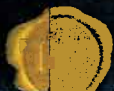
Optional
Double Garage Door



Optional
1-Car Garage

First Floor Options (cont.)

REV. 10/26/22



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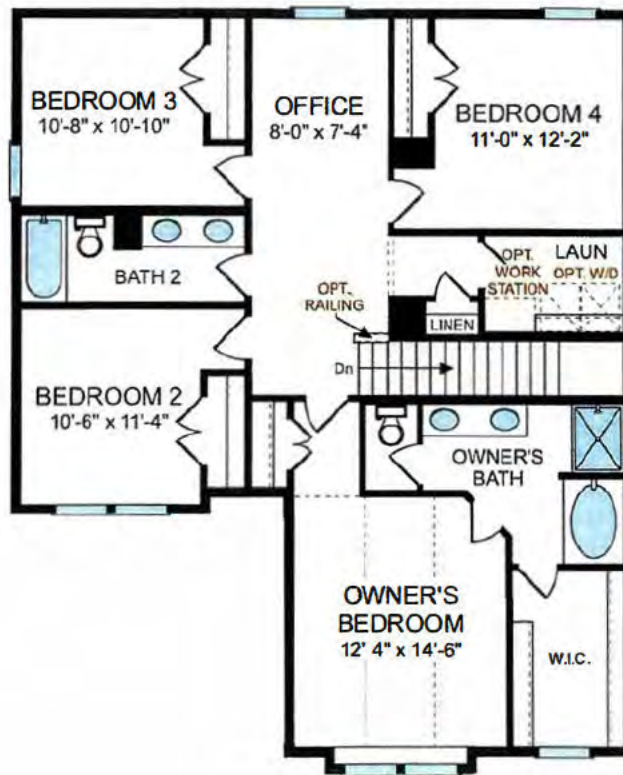
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THE CARDINAL

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA



Second Floor

REV. 10/26/22



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THE TRILLIUM

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,677 SQ. FT. LIVING AREA



ELEVATION A



ELEVATION B



ELEVATION C

REV. 12/1/22



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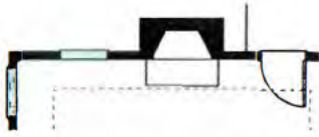
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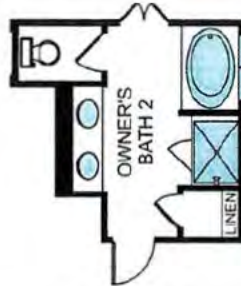


THE TRILLIUM

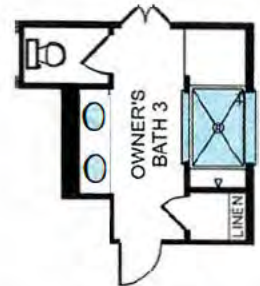
4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,677 SQ. FT. LIVING AREA



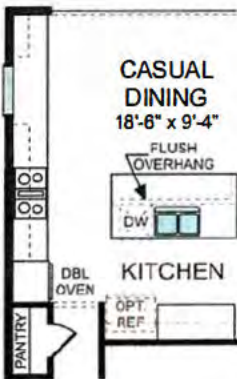
Optional
Fireplace at Family Room



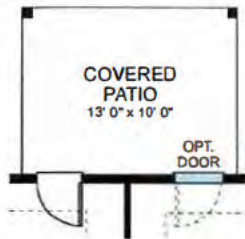
Optional
Owner's Bath 2



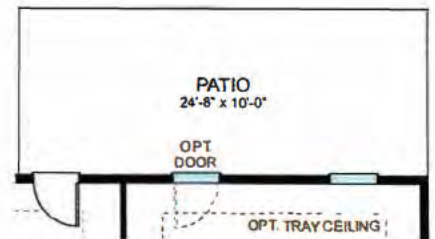
Optional
Owner's Bath 3



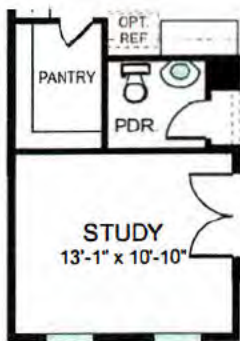
Optional
Gourmet Kitchen



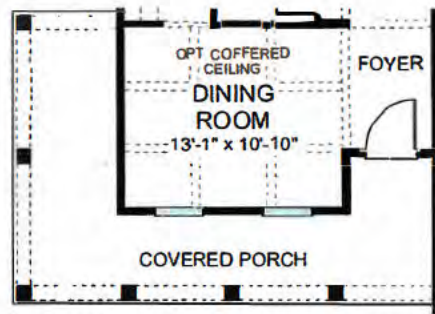
Optional
Covered Patio



Optional
Extended Patio



Optional
Study ILO Dining Room



Optional
Wrap-Around Porch

First Floor Options

REV. 12/1/22



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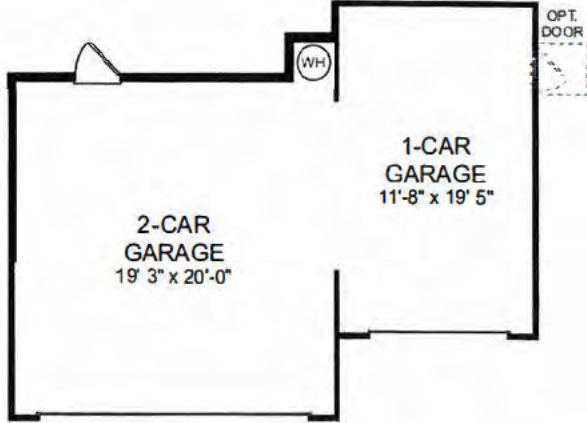


THE TRILLIUM

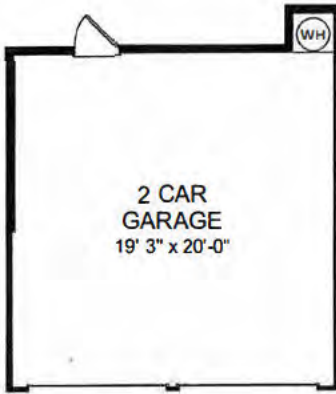
4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,677 SQ. FT. LIVING AREA



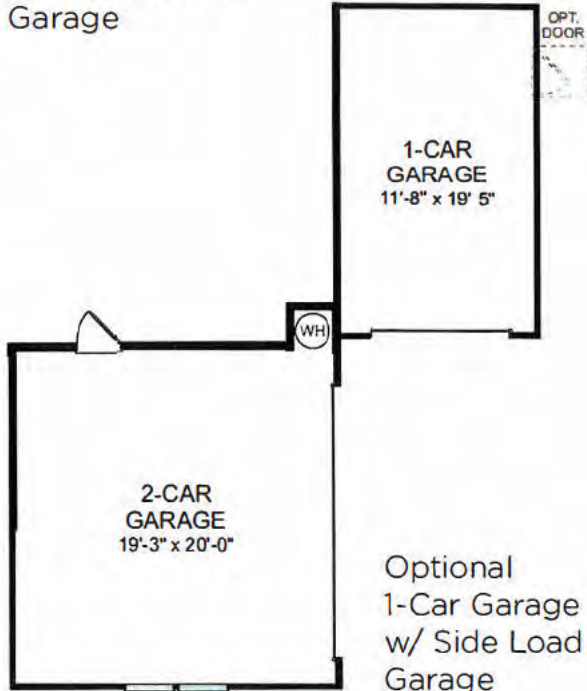
Optional
Side Load Garage



Optional
1-Car Garage
w/ Front Load
Garage



Optional
Double Garage Door



Optional
1-Car Garage
w/ Side Load
Garage

First Floor Options (cont.)

REV. 12/1/22



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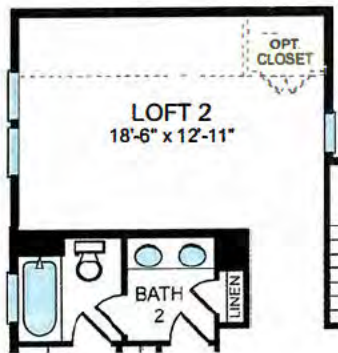
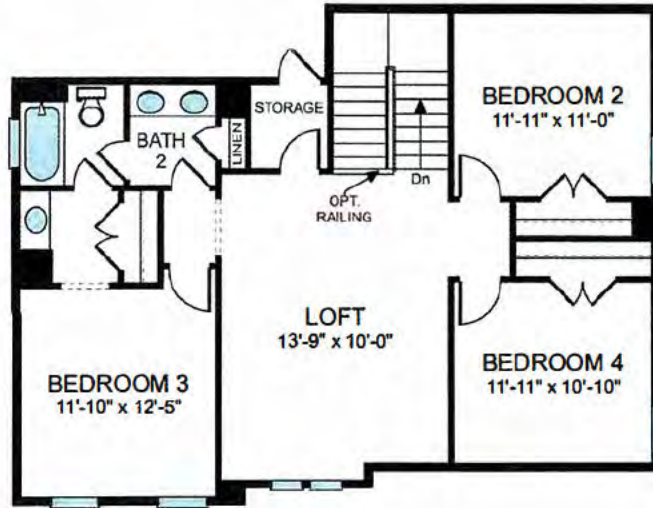
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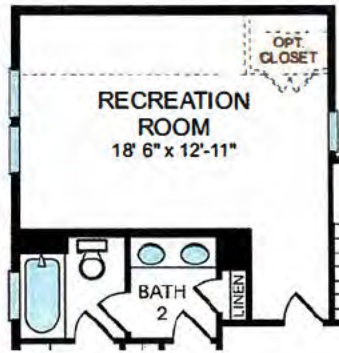


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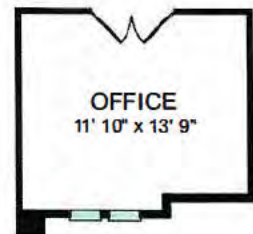
4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,677 SQ. FT. LIVING AREA



Optional Loft 2



Optional Rec. Room



Optional Office ILO Loft

Second Floor w/ Options

REV. 12/1/22



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THE OCEANA

3-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 2,033 SQ. FT. LIVING AREA



ELEVATION A



ELEVATION B



ELEVATION C

REV. 11/28/22



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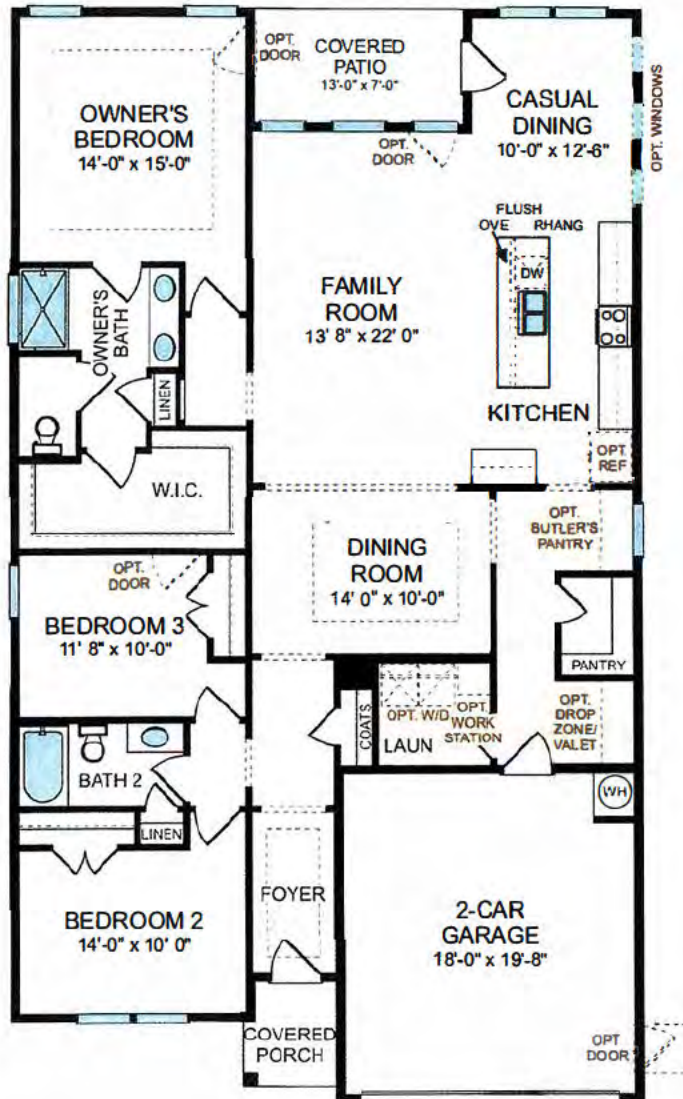
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THE OCEANA

3-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 2,033 SQ. FT. LIVING AREA



First Floor

REV. 11/28/22



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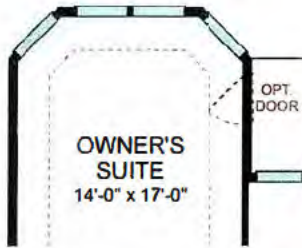
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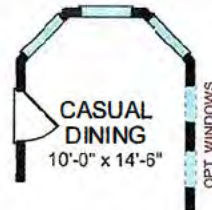


THE OCEANA

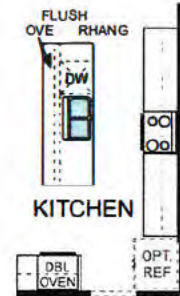
3-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 2,033 SQ. FT. LIVING AREA



Optional Bay Window at Owner's Bedroom



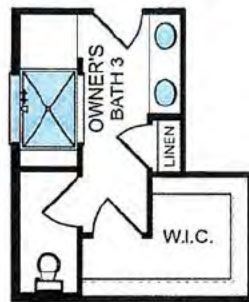
Optional Bay Window at Casual Dining



Optional Gourmet Kitchen



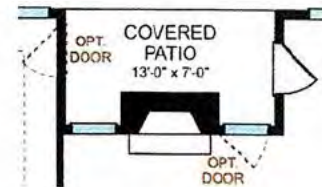
Optional Owner's Bath 2



Optional Owner's Bath 3



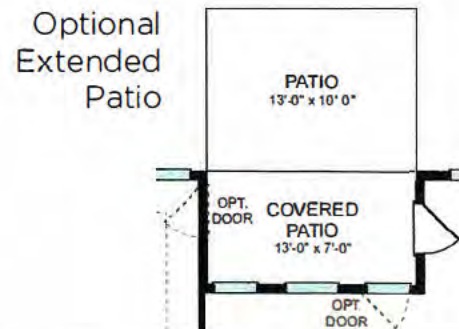
Optional Shower at Bath 2



Optional Fireplace at Family Room



Optional 1-Car Garage



Optional Extended Patio

First Floor Options

REV. 11/28/22



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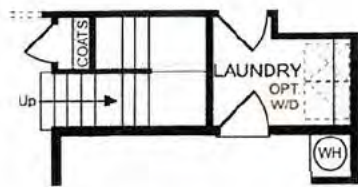
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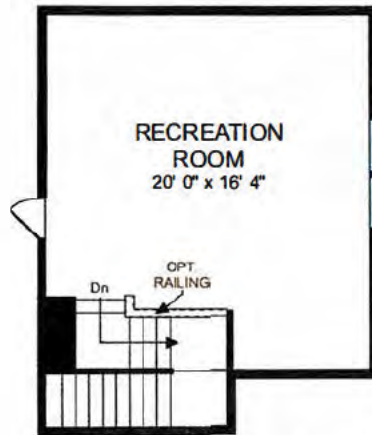


THE OCEANA

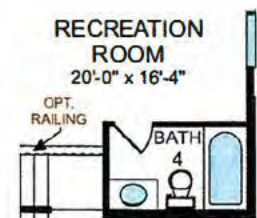
3-4 BEDROOM | 2-3 BATH | 2 CAR GARAGE | 2,033 SQ. FT. LIVING AREA



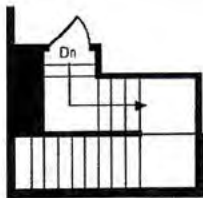
Stairs to
Optional Second Floor



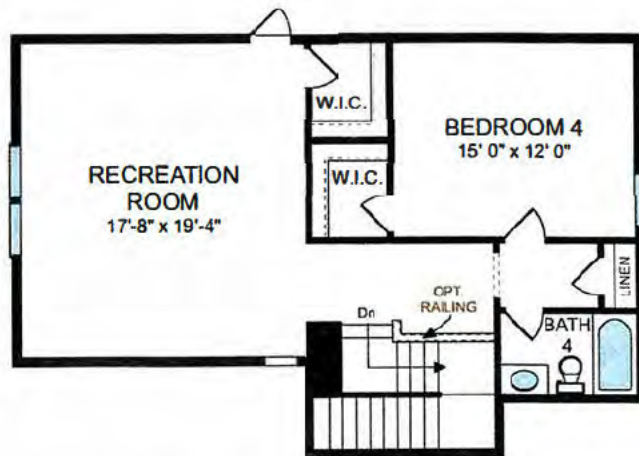
Rec. Room (Standard)



Optional Bath 4



Optional Enclosed
Rec. Room



Optional Rec. Room
w/ Bedroom 4 & Bath 4

Optional Second Floor

REV. 11/28/22



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THE HATTERAS

3-4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,388 SQ. FT. LIVING AREA



ELEVATION A

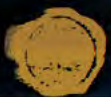


ELEVATION B



ELEVATION C

REV. 8/1/20



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HOMES BUILT TO FIT YOUR LIFESTYLE

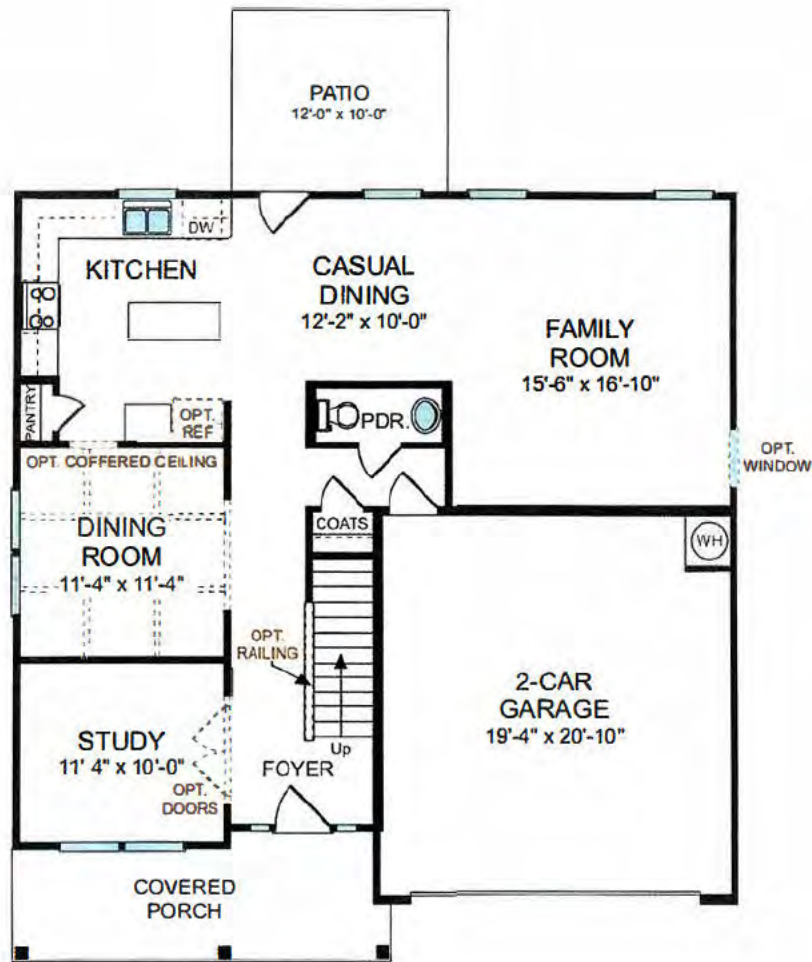
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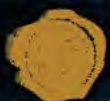
THE HATTERAS

3-4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,388 SQ. FT. LIVING AREA



First Floor

REV. 8/1/20



DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

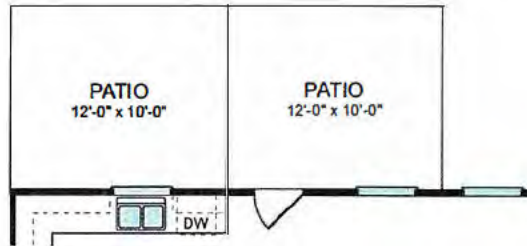
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THE HATTERAS

3-4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,388 SQ. FT. LIVING AREA



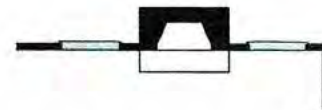
Optional
Extended Patio



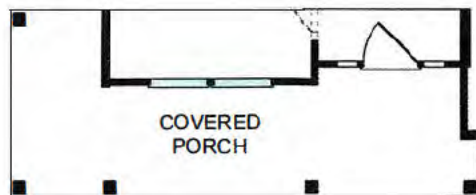
Optional
Covered Patio



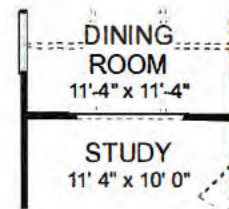
Optional
Gourmet Kitchen



Optional Fireplace
at Family Room



Optional
Wrap-Around Porch



Optional
Opening to Study

First Floor Options

REV. 8/1/20



DREAM FINDERS HOMES

HOMES BUILT TO FIT YOUR LIFESTYLE

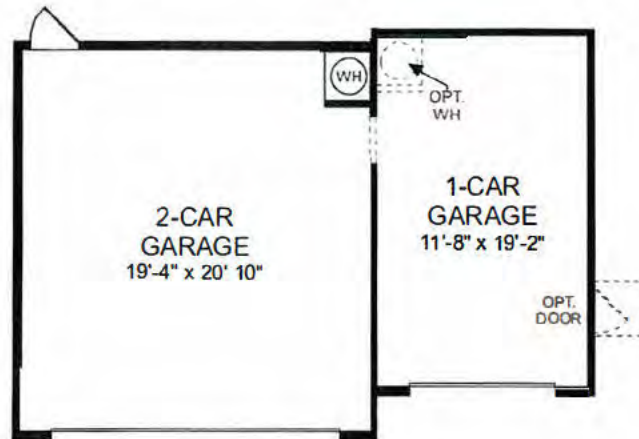
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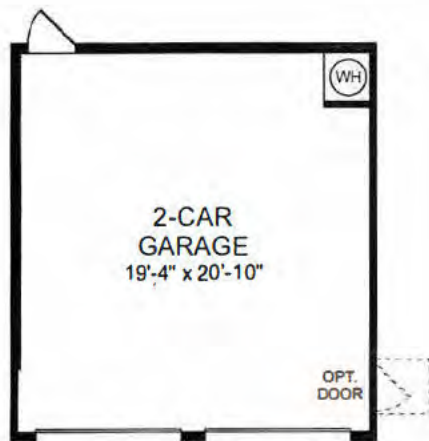


THE HATTERAS

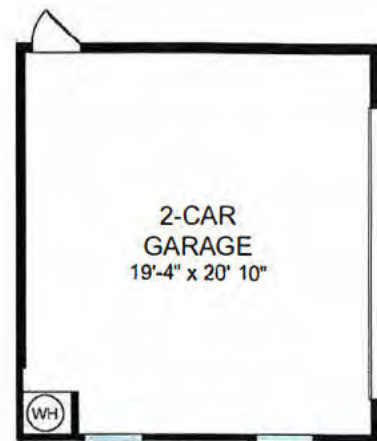
3-4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,388 SQ. FT. LIVING AREA



Optional
1-Car Garage



Optional
Double Garage Door



Optional
Side Load Garage

First Floor Options (Cont.)

REV. 8/1/20



DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

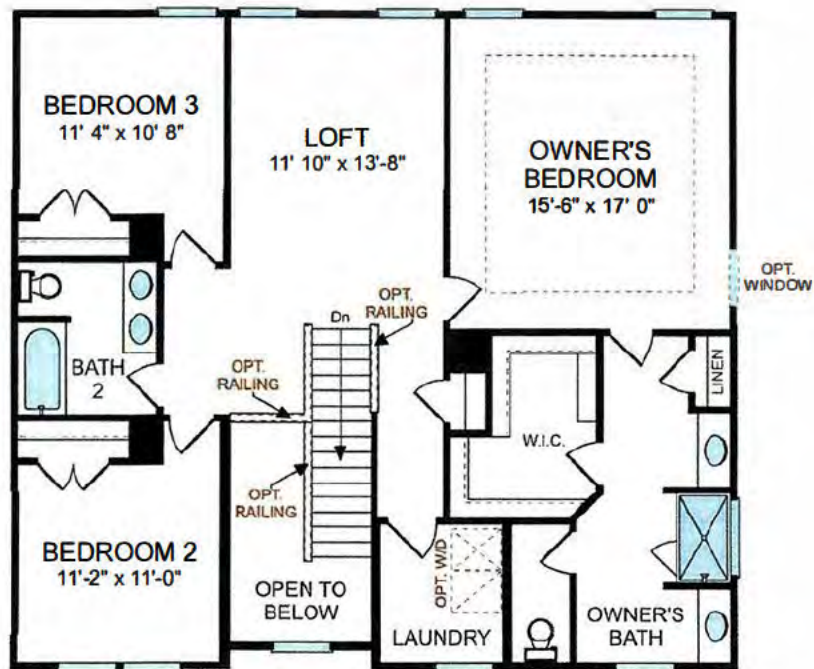
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THE HATTERAS

3-4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,388 SQ. FT. LIVING AREA



Second Floor

REV. 8/1/20



DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

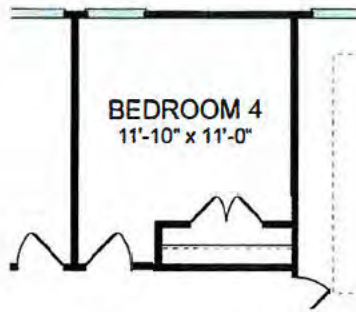
DREAMFINDERSHOMES.COM

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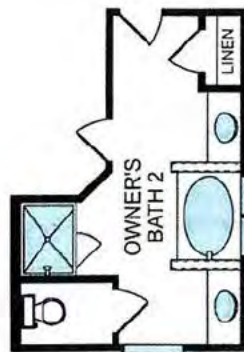


THE HATTERAS

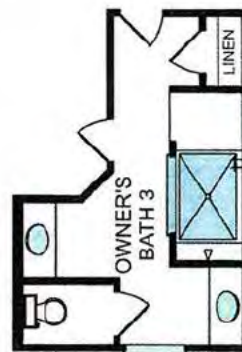
3-4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,388 SQ. FT. LIVING AREA



Optional
Bedroom 4 ILO Loft



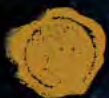
Optional
Owner's Bath 2



Optional
Owner's Bath 3

Second Floor Options

REV. 8/1/20



DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR [COMMUNITY NAME]**

**THIS DOCUMENT REGULATES OR PROHIBITS
THE DISPLAY OF POLITICAL SIGNS**

This Instrument was prepared by
and after recording mail to:
Costner Law Office, PLLC
10735 David Taylor Drive, Suite 200
Charlotte, NC 28262

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR [COMMUNITY NAME]**

THIS DECLARATION is made this the _____ day of _____, 20____, by **[DECLARANT NAME]**, a _____ limited liability company (hereinafter referred to as “Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of the real property more particularly described on Exhibit “A” attached hereto, which property is more particularly described in Article I below; and

WHEREAS, Declarant desires to create an exclusive residential community of single family detached residential lots to be named **[COMMUNITY NAME]**; and

WHEREAS, Declarant anticipates that the single family detached residential lots will be developed in a single neighborhood; and

WHEREAS, Declarant desires to ensure the attractiveness of the community, to prevent any further impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all property within the community and to provide for the maintenance and upkeep of all residential units as provided herein, the Common Areas as hereinafter defined; and to this end, desires to subject the real properties described herein below in Article I to the coverage of the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said properties described below, and each owner thereof; and

WHEREAS, Declarant has incorporated, or will incorporate, under [North/South] Carolina law, **[ASSOCIATION NAME]** (the “Association”), as a non-profit corporation for the purpose of exercising and performing the aforesaid functions.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Article I, Section One below, and such additions thereto as may be hereafter made pursuant to Article I, Section Two hereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the values and desirability of, and which shall run with, the real properties and be binding upon all parties having any right, title or interest in the described properties or any party thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
PROPERTIES SUBJECT TO THIS DECLARATION**

Section One: Properties. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association is located

in [COUNTY NAME], [North/South] Carolina, and described on Exhibit "A".

Section Two: Additions to Existing Property. Additional property may be brought within the scheme of this Declaration provisions in the following manner:

- (a) Additional land described in Exhibit "B" which is attached hereto and incorporated herein by reference may be annexed to the existing property under Section One by Declarant, without the consent of any other Lot Owner(s) or any mortgagee, provided that said annexations must occur within ten (10) years after the date this instrument is recorded.
- (b) The additions authorized under Article I, Section Two shall be made by filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional properties (an "Expansion Amendment"), which shall extend the scheme of this Declaration to such properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein, or in the alternative, create an additional declaration for any portion of the additional properties.
- (c) The Declarant reserves the right to add additional covenants and easements with respect to the land owned by the Declarant described herein in Exhibit "B". Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting property to this Declaration or in a separate Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

ARTICLE II **DEFINITIONS**

Section One. "Act" means the [North Carolina Planned Community Act/South Carolina Homeowners Association Act] as contained in [Chapter 47F/Title 27] of the [North/South] Carolina [General Statutes/Code of Laws] (or as contained in any successor portion of the North Carolina General Statutes), as the same exists from time to time.

Section Two. "Assessments" shall mean and refer to the payment obligations set forth in Article V, Section One that are payable to the Association by Owners.

Section Three. "Association" shall mean and refer to [ASSOCIATION NAME], its successors and assigns and a copy of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits "C" & "D" respectively and incorporated herein by reference.

Section Four. "Association Documents: shall mean and refer to the Association's Declaration, Bylaws, Architectural Design Requirements, and any other document issued by the Association for the purpose of governing the Properties, all as amended from time from time.

Section Five. “Board of Directors” shall mean and refer to the Board of Directors of the Association.

Section Six. “Builder” shall mean and refer to residential homebuilders who purchase Lots from the Declarant for the construction of residential homes to be sold to Owners.

Section Seven. “Building” shall mean a residential structure constructed or to be constructed on a Lot; provided it is specifically understood that a Building shall be treated as the personal property of, or a betterment to the Lot, by an Owner.

Section Eight. “Common Area” shall mean all real property owned by the Association and all other improvements for the common use, benefit and enjoyment of the Owners. Common Areas, with respect to the property subject to this Declaration, shall be shown on the various plats recorded or to be recorded in the [COUNTY NAME] Public Registry and designated thereon as “Common Areas”, but shall exclude all Lots as herein defined, and all publicly dedicated streets, if any. “Common Area” shall include all private roads and drives shown on said plats as now recorded and as shall be hereinafter recorded in the [COUNTY NAME] Public Registry covered under Article I, Section One.

Section Nine. “Common Expense” shall mean the amount of expenditures payable by the Owners to meet the proposed budget. The Common Expenses shall include such amounts as the Board of Directors deems necessary for the operation and maintenance of the Property and shall include, without limitation, amounts for purposes set forth in Article V, Section Four, amounts for permitted reserves, and such amounts as may be necessary to make up any deficit for outstanding Common Expenses for any previous year.

Section Ten. “Declarant” shall mean and refer to [DECLARANT NAME], a _____, its successors and assigns, if such successors or assigns should acquire all of the Declarant’s interest in the Properties.

Section Eleven. “Declarant Control Period” shall mean the time period established in Article XIV, Section One, Subsection (a) of this Declaration. For purposes of this Declaration and other Governing Documents, “Declarant Control Period” refers to the period during which the Declarant shall have the right to control the Association and appoint all members of the Board of Directors.

Section Twelve. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, as amended from time to time.

Section Thirteen. “[COUNTY NAME] Public Registry” shall mean and refer to the Office of the Register of Deeds for [COUNTY NAME], North Carolina.

Section Fourteen. “Member” shall mean and refer to an Owner who holds membership in the Association pursuant to this Declaration.

Section Fifteen. “Lot” shall mean and refer to any plot of land shown upon an approved site plan or any recorded subdivision map of the Properties covered under Article I, Section One,

or additional thereto, with the exception of the Common Area, and shall include all improvements thereon.

Section Sixteen. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or fee interest in any Lot which is a part of the Properties, including contract sellers, but excluding those having any interest merely as security for the performance of an obligation.

Section Seventeen. "Properties" shall mean and refer to that certain real property hereinbefore described in Article I, Section One and such additions thereto from the property described in Article I, Section Two, as may hereafter be brought within the jurisdiction of the Association and be made subject to this Declaration.

ARTICLE III **PROPERTY RIGHTS**

Section One. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) Any rights of Assessment under the Declaration and other fees for the use of any facilities situated upon property owned by the Association;
- (b) The right of the Association to charge a reasonable admission and other fees for the use of the Common Area and any recreational facility situated thereon;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members;

No such dedication or transfer shall be effective unless an instrument signed by the Members holding two-thirds (2/3) of the total number of votes in the Association agreeing to such dedication or transfer has been recorded;

- (d) The right of individual owners to the exclusive use of driveways and parking spaces as provided in this Article;
- (e) The right of the Association to limit the number of guests of Members;
- (f) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area facilities and in aid thereof to mortgage said properties, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners and respective mortgagees hereunder;
- (g) The right of the Association to adopt, publish, and enforce reasonable rules and regulations as provided in Article IX;

- (h) The right of the Association to enter any Lot and Common Area in order to perform maintenance, alteration, or repair required herein to be performed by the Association, and the Owner of such Lot shall permit the Association or its representative to enter for such purpose at reasonable times and with reasonable advance notice;
- (i) The right of the Association or its representative to enter any Lot in the case of any emergency threatening such Lot or any other Lot for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate and shall not be considered a trespass;
- (j) The easement rights of the Declarant reserved in Article X of this Declaration;
- (k) The rights of the Declarant reserved in Article XI of this Declaration.

Section Two. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area depicted on such maps of any property subjected to the terms of this Declaration, to the extent the same are from time to time recorded in the Office of the Register of Deeds for [COUNTY NAME], [North/South] Carolina in the Association, free and clear of all encumbrances and liens, except those set forth in this Declaration and any easements of record. Following the conveyance of Common Area to the Association, Declarant shall be entitled to proration credit for all expenses of the Association incurred by the Declarant (including insurance and real estate taxes) which have not theretofore been reimbursed to Declarant. The Common Area shall be conveyed without any express or implied warranties, which warranties are hereby expressly disclaimed by Declarant.

Section Three. Status of Title of Property; Property Subject to Declaration. The Declarant represents to the Association and all the Owners that, as of the effective date hereof, the Declarant has marketable, fee simple title to the Land and that the rights and interest of all Owners in and to the Property are subject only to (i) liens for real estate taxes for the current year and subsequent years; (ii) existing and/or recorded easements, conditions, covenants, declarations, reservations and restrictions including, without limitation, those set forth in this Declaration; (iii) easements and use rights, if any, reserved by the Declarant hereunder; (iv) applicable governmental regulations, including zoning laws, which may be imposed upon the Property from time to time; and (v) the existing Mortgages of the project lender encumbering portions of the Property.

The Declaration provides a method and easement for the shared use by the Owners of Lots, and their permitted guests, of certain parking, and certain other amenities, as more particularly set forth in the Declaration.

Section Four. Limited Warranty from Declarant. FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF COMPLETION OF CONSTRUCTION (BEING THE LATER OF SUBSTANTIAL COMPLETION UNDER THE CONSTRUCTION CONTRACT, OR THE DATE A CERTIFICATE OF OCCUPANCY IS ISSUED THEREFOR), THE DECLARANT

SHALL AT NO COST TO THE ASSOCIATION REPAIR OR REPLACE (IN THE DECLARANT'S DISCRETION) ANY PORTIONS OF THE COMMON AREAS (EXCEPT FIXTURES, ACCESSORIES AND APPLIANCES COVERED BY SEPARATE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS) WHICH ARE DEFECTIVE.

AS TO MATERIALS OR WORKMANSHIP. THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND THE DECLARANT DISCLAIMS ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIABILITY OF THE DECLARANT SHALL BE LIMITED TO SUCH REPAIR OR REPLACEMENT AND THE DECLARANT SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, REGARDLESS OF WHETHER SUCH DAMAGES ARE CLAIMED TO ARISE OUT OF THE LAW OF CONTRACT, TORT OR OTHERWISE, OR PURSUANT TO STATUTE OR ADMINISTRATIVE REGULATIONS, EXCEPT AS OTHERWISE SET FORTH IN A SEPARATE CONTRACTUAL AGREEMENT BETWEEN DECLARANT AND BUILDER.

Each Owner, in accepting a deed from the Declarant or any other party to a Lot, expressly acknowledges and agrees that this Section Four establishes the sole liability of the Declarant to the Association and the Owners related to defects in the Common Areas and the remedies available with regard thereto. At the end of the one (1) year warranty period referred to hereinabove in this Section Four, the Declarant will assign to the Association in writing all of its rights, claims, causes of action and demands which it has or which may thereafter accrue against all other people who may be responsible for the design and/or construction of the Common Areas. THIS LIMITED WARRANTY RELATES SOLELY TO THE COMMON AREAS. THE BUILDING CONSTRUCTED UPON EACH LOT IS SUBJECT TO A SEPARATE LIMITED WARRANTY PURSUANT TO THE REAL ESTATE PURCHASE AGREEMENT THEREFOR BETWEEN THE OWNER AND THE BUILDER.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section One. Every Owner and Builder shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section Two. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners of a Lot with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. 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 Lot.

Class B. Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership, on the happening of the following events, whichever occurs later:

- (a) the date on which Declarant, or its successors which have been assigned Declarant Rights, no longer owns any of property subject to this Declaration;
- (b) ten years from the date of recording of this Declaration; or
- (c) the date on which Declarant voluntarily surrenders its rights as Declarant, as evidenced by a written instrument, executed by Declarant, and recorded in the Registry.

Section Three. Declarant shall be entitled to appoint the entire Board of Directors while Class B membership exists.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section One. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, such assessments to be established and collected as hereinafter provided, and (3) specific assessments against a Lot(s) as provided in this Declaration (collectively, the "Assessments"). The Assessments, together with interest, late charges, costs and reasonable attorney fees, shall be a charge on the Lot and shall be a continuing lien upon the properties against which each such Assessment is made. Each such Assessment, together with interest, late charges, costs and reasonable attorney fees, shall also be the personal obligation of the Owner. If a lien has been properly filed in the [COUNTY NAME] Public Registry, it may be foreclosed as further described hereafter in Article XI. Notwithstanding anything in this Declaration to the contract, the Declarant shall have the express right, in its sole discretion, to exempt, in whole or in part, any Builder from its obligations to pay Assessments on any Lots it owns pursuant to a separate contractual agreement.

Section Two. Specific Assessments. Any expenses incurred by the Association for the benefit of less than all of the Lots may be specially assessed equitably among all of the Lots which are benefitted according to the benefit received. Any Association expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots, or by the licenses or invitees

of any such Lots, may be specifically assessed against the Lots whose occupant, licensee or invitee occasioned any such Association expenses. To the extent not inconsistent with the Act, any Association expenses which significantly disproportionately benefit all Lots may be assessed equitably among all Lots according to the benefit received.

Section Three. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, including the following: (1) the improvement, repair and maintenance of the Common Areas; (2) the maintenance, repair and reconstruction of private water and/or sewer lines (and any meters of lift stations associated therewith), private drives, driveways, walks, and parking areas situated on the Common Area; (3) the cutting and removal of weeds and grass, the removal of trash and rubbish, or any other maintenance of the Common Areas; (4) the payment of taxes and public assessments assessed against the Common Areas; (5) the payment for trash removal services benefitting all Lots; (6) the procurement and maintenance of insurance in accordance with this Declaration; (7) the employment of attorneys, accountants, and management companies to represent the Association when necessary; (8) the provision of adequate reserves for the replacement of capital improvements, including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and (9) such other needs as may arise.

Section Four. Maximum Annual Assessments. The Assessments against the Lots shall be based upon annual estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of the Association's obligations under this Declaration. Such estimated expenses may include, among other things, the following: expenses of management; taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees, including fees for a Manager (if any); utility charges, legal and accounting fees; any deficit remaining from a previous period; creation of reasonable contingency reserves, surplus, and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association under or by reason of this Declaration. Such expenses shall constitute the "Common Expenses." Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the **maximum annual assessment shall be \$[3,000.00] per Lot** (except that the maximum annual assessment for Lots owned by Declarant which are not occupied as a resident shall be \$300.00 per Lot). Notwithstanding anything in this Declaration to the contrary, the Declarant shall have the express right, in its sole discretion, to exempt, in whole or in part, any Builder from its obligation to pay annual assessments on any Lots it owns pursuant to a separate contractual agreement.

(a) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors effective January 1 of each year without a vote of the Membership, but subject to the limitation that any such increase shall not exceed the greater of: (i) ten (10%) percent, or (ii) the percentage increase in the Consumer Price Index (published by the Department of Labor, Washington, DC) for all cities over the preceding twelve (12) month period which ended on the previous October 1.

(b) From and after January 1 of the year immediately following the conveyance of

the first Lot to an Owner, or until increased as provided for in (a) above or (c) below, whichever last occurs, the maximum annual assessment may be increased above the increase permitted in Section 4(a) above by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may not fix the annual assessment at an amount in excess of the maximum annual assessment.

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

Section One. Owner's Property Insurance. Each Owner shall procure and maintain in full force and effect property insurance covering the Building constructed upon any Owner's Lot, as well as all other improvement, fixtures and equipment thereon, in an amount equal to one hundred (100%) percent of the then current replacement cost thereof. Each Owner shall at the original issuance thereof and at each renewal provide to the Association a certificate of insurance for such Owner's Building. The exclusive authority to negotiate, settle and otherwise deal in all respects with a Building's insurer and to adjust losses under the Building's insurance policy provided for herein shall be that of the Owner and the Owner's Mortgagee, if said Mortgagee is so entitled. The cost of the insurance premium for the property insurance under this Article VI, Section One shall be the sole and exclusive obligation of the Owner. Each Owner, at his own expense, may obtain on his Lot, or the improvements thereon, or the contents thereof, title insurance, homeowner's liability insurance, theft and other insurance covering improvements, betterment and personal property damaged and lost. In addition, risk of loss with respect to any improvements made by an Owner upon his Lot, shall be that of the Owner. Betterments coverage or "improvements insurance" shall be secured solely by an Owner wishing such coverage of his risk of loss, and the Association shall have no liability therefor.

Section Two. The Association's Property Insurance.

(a) If the Common Areas include any insurable property, the Association will obtain, maintain and pay the premiums, as a Common Expense, upon a "master" or "blanket" type policy or policies of property insurance covering the Common Areas, except (i) land, foundation, excavation, or other items normally excluded from coverage; (ii) all Buildings constructed upon Lots and all other improvements and betterments made to Lot by Owners at their expense; and (iii) personal property of Owners and lessees of Owners, their families, invitees and guests. Such coverage will also insure supplies, equipment and other personal property of the Association. The policy will be in an amount equal to one hundred (100%) percent of the current replacement cost of the Common Areas, exclusive of land, foundations, excavation, and other items normally excluded from coverage. A reasonable "deductible amount" not to exceed five percent (5%) of the policy face amount may be included at the discretion of the Board of Directors if available and if a material savings, as determined by the Board of Directors in its sole discretion, in premium cost results therefrom, but the deductible amount will be considered a Common Expense and borne by the Association as a whole, without regard to the number of Owners directly affected by a loss that is later incurred,

and reserves will be established for the deductible.

(b) The name of the insured under the Association policy will be substantially as follows: "[ASSOCIATION NAME]." Loss payable provisions will be in favor of the Association and the Trustee, as a trustee for each Owner, and each such Owner's Mortgagee as the interests of such parties may appear. Each Owner and his respective Mortgagee, if any, will be beneficiaries of the policy in a percentage equal to the percentage interest attributable to the Lot(s) owned by such Owner. All Association policies will contain a standard mortgagee clause, or equivalent endorsement (without contribution), which is commonly accepted by Institutional Mortgage investors in the area in which the Property is located, and which appropriately names all Institutional Mortgage holders or their servicers in such form as requested by such Institutional Mortgage holders of their servicers.

(c) All Association policies will be written with a company holding a general policyholder rating of "A" or better by Best's Insurance Reports and in a financial category of Class VI or better in Best's Key Rating Guide. Policies are unacceptable where (i) under the terms of the insurance carrier's charter, Bylaws or policy, contributions or assessments may be made against the Association, Owner's Mortgagee or the designees of Mortgagees; or (ii) by the terms of the carrier's charter, Bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members. Association policies may not be cancelable or substantially modified by any party without at least ten (10) days prior written notice to the Association.

(d) The Association will provide to Owners and/or Mortgagees requesting the same in writing a certificate of insurance, or a copy of the certificate of insurance, for the Association, for which the Association may charge reasonable copying costs.

Section Three. Intentionally omitted.

Section Four. Association's Liability Insurance. The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a policy of comprehensive general liability coverage covering at a minimum all of the Common Areas. Coverage limits will be in amounts generally required by private Institutional Mortgage holders for projects similar in construction, location and use to the Property; provided, however, that such coverage will be for at least one million and 00/100 (\$1,000,000.00) dollars for bodily injury, including death of persons, and property damage arising out of a single occurrence. Coverage under this policy will include, without limitation, legal liability to the insured for property damage, bodily injury and death of persons in connection with the operation, maintenance and use of the Common Areas and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. If the policy does not include "severability of interest" in its terms, an endorsement will be included which precludes the insurer's denial of the claims of an Owner because of the negligent acts of the Association or another Owner. Such policy must provide that it cannot be canceled or substantially modified, by any party, without at least thirty (30) days prior written notice to the Association and each holder of an Institutional Mortgage listed as a scheduled

holder of an Institutional Mortgage in the insurance policy.

Section Five. Association's Fidelity Bonds and Other Insurance. The Association may, but shall not be required to, obtain, maintain and pay the premiums, as a Common Expense, upon a blanket fidelity bond for all officers, directors, trustees and employees of the Association and other persons handling or responsible for funds belonging to or administered by the Association, including any professional management company assisting with the administration of the Association. The total amount of the fidelity bond coverage required will be based upon the best business judgment of the Board of Directors. Any fidelity bond that the Association shall, in its sole judgment, determine to secure will meet the following requirements: the Association will be named as an obligee; the bonds will contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and the bond will provide that it may not be canceled or substantially modified (including cancellation for nonpayment of a premium) without at least ten (10) days prior written notice to the Association and each holder of an Institutional Mortgage listed as a scheduled holder of an Institutional Mortgage in the fidelity bond.

The Association will obtain, maintain and pay the premiums, as a Common Expense, on a policy of directors and officers liability insurance in such amounts as determined by the Board of Directors.

The Board of Directors will be authorized on behalf of the Association to obtain and maintain such other and further insurance as the Board of Directors may determine from time to time.

Section Six. Authority to Adjust Association Loss. The exclusive authority to negotiate, settle and otherwise deal in all respects with insurers and adjust all losses under policies provided for the Association will be vested in the Board of Directors or its duly authorized agent for the benefit of all Owners and Mortgagees; provided, however, that all Owners and Mortgagees having an interest in such loss will be advised in advance of all actions anticipated to be taken of a material nature related to the adjustment of the loss. Each Owner, in accepting a deed to a Lot, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person on all matters related to the authority granted in this Article VI, Section Six, including executing all documents required in connection therewith on behalf of the Owner.

Section Seven. Association Insurance Trustee.

(a) The Board of Directors may, from time to time, designate a third-party Trustee hereunder. The Trustee, whether the Board of Directors acting in said capacity, or a third-party designated by the Board of Directors, will serve the Association and the Owners and their Mortgagees (as their interests may appear) as provided herein. Any third-party Trustee, but not the Board of Directors acting in such capacity, will be entitled to receive reasonable compensation for services rendered which will be a Common Expense of the Association.

(b) All insurance policies obtained by the Association will name the Association and the Trustee as loss payees. Immediately upon the receipt by the Association of any insurance proceeds, the Association will endorse the instrument by means of which such proceeds are paid and deliver the instrument to the Trustee. The Trustee will not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nor will the Trustee have any obligation to inspect the Property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

(c) Among other things, the duties of the Trustee will be to receive proceeds delivered to it, hold such proceeds in trust for the benefit of the Owners and their Mortgagees, and disburse the proceeds as hereinafter provided.

(d) Proceeds of insurance policies received by the Trustee will be disbursed as follows:

(i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purposes, will be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs will be paid to the Association for the benefit of all Owners and their Mortgagees, if any;

(ii) If it is determined, as provided in Section Nine below, that the damage or destruction for which the proceeds are paid will not be repaired or reconstructed, such proceeds will be disbursed to such persons as therein provided; and

(iii) Any and all disbursements of funds by the Trustee for any purpose whatsoever will be made pursuant to and in accordance with a certificate of the Association signed by the President and attested by the Secretary directing the Trustee to make the disbursements.

(e) The Trustee will not incur liability to any Owner, Mortgagee or other person for any disbursements made by it in good faith to and in accordance with the foregoing requirements.

Section Eight. Damage or Destruction to a Lot's Building. Each Owner covenants and agrees that in the event of damage in or destruction of the Building or other structures on his or her Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved by the Declarant during the Declarant Control Period, and thereafter are approved by the Board of Directors. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition approved by the Declarant during the Declarant Control Period, and thereafter approved by the Board of Directors. Should the Owner fail to

clear the Lot of all debris and ruins and restore the Lot with attractive landscaping in keeping with the Common Areas, the Association shall have the right to have such work performed and to specially assess such Owner for the cost thereof. Such amount owed shall be a lien against the Lot. The Owner shall pay any costs which are not covered by insurance proceeds.

Section Nine. Damage and Destruction to Association Common Areas.

(a) Immediately after all or any part of the Property covered by Association insurance is damaged or destroyed by fire or other casualty, the Board of Directors or its duly authorized agent will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section Nine, means repairing or restoring the damaged Common Areas to substantially the same conditions in which it existed prior to the fire or other casualty.

(b) Any such damage or destruction will be repaired; provided, however, that should more than seventy-five percent (75%) of the Common Areas consisting of the Amenities, roads and other improvements be destroyed and the Members holding one hundred percent (100%) of the total voting interest of the Association vote to disapprove the rebuilding of the Common Areas voting in person or by proxy at a meeting at which a quorum is present, duly called, in whole or in part, for the purpose of disapproving such repair or reconstruction, then such reconstruction of the Common Areas shall not occur. If Common Areas are not reconstructed, all insurance proceeds will be delivered to the Association. Except as otherwise provided, any such damage or destruction in the Common Areas, will be repaired and reconstructed as promptly as practicable. No Mortgagee will have any right to restrict the use of insurance proceeds otherwise available for repair, reconstruction or rebuilding.

Section Ten. Insufficient Proceeds to Repair Damage to Association Property.

(a) If the damage or destruction for which Association insurance proceeds are paid to the Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, or if no insurance proceeds exist with respect to such damage or destruction, the Board of Directors will levy an Assessment against the Owners in sufficient amounts to pay for the repair or reconstruction. Additional Assessments may be made at any time during or following the completion of any repair or reconstruction.

(b) Any and all sums paid to the Association under and by virtue of those Assessments provided for in subsection (a) of this Section Ten will be deposited by the Association with the Trustee. Such proceeds from insurance and Assessments, if any, received by the Trustee will be disbursed as provided in Section Seven above.

ARTICLE VII
INTENTIONALLY OMITTED

ARTICLE VIII **CONDEMNATION**

Section One. General. Whenever all or any part of the Property will be taken by any authority having the power of condemnation or eminent domain, each Owner will be entitled to notice thereof and shall have the right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of such Owner's Lot and the improvements thereon; provided, however, that the exclusive right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of the Common Areas will be vested in the Board of Directors or its duly authorized agent on behalf of the Association. Each Owner, in accepting a deed to a Lot, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person in all matters related to the authority granted in this Article VIII, Section One, including executing all documents required in connection therewith on behalf of the Owner. The award made for such taking will be payable to the Trustee. Unless otherwise required by law at the time of such taking, any award made therefore will be disbursed by the Trustee, as hereinafter provided in this Article VIII.

Section Two. Complete Taking. In the event the entire Property is taken by power of eminent domain, the Association's ownership of, and the members' rights in and to, the Common Areas pursuant hereto shall terminate and the condemnation award shall be allocated among and distributed by the Trustee to the Owners in proportion, and their respective Mortgagees and other lienholders as their interests may appear. Notwithstanding, each Owner shall have the right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of such Owner's Lot and the Building and other improvements which may be located therein.

Section Three. Partial Taking of Non-Essential Areas. In the event less than the entire Property is taken by power of eminent domain and if the taking does not include any portion of the Common Areas, then the Board of Directors will be permitted to replace any nonessential improvements to the extent deemed appropriate and the Trustee will disburse the proceeds of such awards in the same manner as hereinabove provided for and in connection with the repair, reconstruction or rebuilding of improvements after damage or destruction, with all excess proceeds to be distributed to the Association.

Section Four. Partial Taking of Essential Areas. In the event less than the entire Property is taken by power of eminent domain and the taking includes any portion of a Lot or the Common Areas essential to the use of any Lot, then the following shall occur:

(a) **Allocation of Award.** As soon as practicable, the Board of Directors shall, reasonably and in good faith, apportion the condemnation award between compensation, severance damages or other proceeds and shall allocate such apportioned amounts and pay the same to the Owners as follows:

(i) The respective amounts apportioned to the taking of, or injury to, such portion of the Common Areas affecting primarily the use or enjoyment of

one or more particular Lots and the improvements thereon (e.g. the taking of, or injury to, Common Areas immediately around one or more Lots which prevents such Lot from rebuilding their improvements or causes them to have to modify their improvements within their Lots because of changes in setbacks or otherwise), then the proceeds from such taking of, or injury to, as it affects such particular Lots shall be allocated and distributed to the Owners of such affected Lots;

(ii) The total amount apportioned to the taking of or injury to the Common Area which equally affects the Owners of all Lots (such as the taking of, or injury to, the Amenities) shall be allocated among and distributed to all Owners in proportion;

(iii) The total amount apportioned to severance damages shall be allocated among and distributed to the Owners of those Lots that have not been taken, in proportion to their respective percentage interests as adjusted for the removal of those Owners whose Lots have been taken;

(iv) The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances;

(v) If apportionment or allocation is already established by negotiation, judicial decree, statute or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable; and

(vi) Distribution of allocated proceeds shall be made by the Association or the designated Trustee to the Owners and their respective Mortgagees as appropriate and as their interests may appear.

Section Five. Continuation and Reorganization. If less than the entire Property is taken by power of eminent domain, the Association and the ownership of the Common Areas by its members pursuant hereto shall not terminate, but shall continue. If any partial taking results in the taking of an entire Lot, the Owner thereof shall cease to be a Member of the Association and an Owner under this Declaration. The Association shall reallocate the voting rights and the undivided interest in the Common Areas appurtenant to such Lot in accordance with this Declaration.

ARTICLE IX

ARCHITECTURAL CONTROL

Section One. Approval Required for Improvements. No improvements, alterations, repairs, changes in exterior material or color, excavation, change in grade, planting, landscaping, exterior decoration (including, without limitation, yard ornaments, figurines, statues, bird baths, houses and feeders, flags and similar items) or other work which in any way alters any Lot or the exterior improvements located thereon from their natural or improved state existing on the date such Lot was first conveyed in fee to an Owner other than Declarant or Builder shall be

commenced, erected, or maintained upon any Lot, and no building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, or removed, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location, in relation to surrounding structures and topography, and as to compliance with the Architectural Design Guidelines by the Architectural Control Committee ("ACC").

Notwithstanding the foregoing: (i) temporary seasonal exterior decorations shall not require the prior approval of the ACC, but if any such decorations are determined, in the sole discretion of the ACC, to be distasteful or otherwise disruptive to the aesthetics or visual harmony of the community, the ACC may require the prompt and permanent removal of such decorations; (ii) any improvements erected or maintained upon any Lot prior to the recording of this Declaration shall not require the prior approval of the ACC, but if any such improvements are determined, in the sole discretion of the ACC, to be distasteful or otherwise disruptive to the aesthetics or visual harmony of the community, the ACC may require the prompt and permanent removal of such improvements; (iii) Declarant may improve and develop the Properties, including the Lots, as Declarant chooses, without the prior written approval of the ACC, so long as said development follows the general plan of development of the Properties from time to time approved by the appropriate governmental authority; and (iv) Declarant may provide vested approval(s) for certain floorplans and/or elevations submitted by a Builder and/or waive any review fees associated therewith, and once granted by Declarant, and provided that the applicable plans do not subsequently change, any such vested approval(s) shall be irrevocable and binding on the ACC, the Board of Directors, and the Association as to any Lots owned by Builder or subject to any contract to purchase or option to purchase of Builder.

If an Owner neglects or fails to promptly remove any such decorations and improvements at the request of the ACC, the Association may effect such removal. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times for such purpose, and the cost of such removal shall be added to and become a part of the Assessment to which such Lot is subject.

Section Two. Composition of the Architectural Control Committee. Until the date that is three (3) months after the date on which Declarant no longer owns any Lots, members of the ACC shall be appointed by Declarant. Thereafter, or at such earlier date as Declarant relinquishes in writing its right to appoint members of the ACC, the members of the ACC shall be appointed by the Board of Directors. The members of the ACC shall be appointed annually, and the ACC shall be comprised of at least three (3), and no more than seven (7), individuals, the exact number of members being designated from time to time by the body having the authority to appoint such members (Declarant or the Board of Directors, as the case may be). After the expiration of the Declarant Control Period, the members of the ACC must be Owners. In the event of death or resignation of a member of the ACC, the party or body then having the authority to appoint members of the ACC shall have full authority to designate and appoint a successor. Members of the ACC may be removed and replaced at any time, with or without cause, and without prior notice, by the party or body then having the power to appoint such members. Notwithstanding anything contained herein to the contrary, the ACC shall have the

right, power, and authority to employ and/or use the services of architects, engineers, or other professionals as it deems necessary or advisable, in its sole discretion, to carry out the duties and obligations of the ACC described herein.

Section Three. Architectural Design Guidelines. The ACC may promulgate Architectural Design Guidelines, attached hereto as Exhibit "E", as amended from time to time. The Architectural Design Guidelines shall be explanatory and illustrative of the general intent of the development of the Properties, and are intended as a guide to assist the ACC in reviewing plans and specifications for improvements.

Section Four. Procedures.

(a) Any person desiring to make any improvement, alteration, or change described in Section One above shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials, exterior colors, and location of the same, to the ACC for review. The ACC shall evaluate such plans and specifications in light of the purposes of this Article IX. The ACC may specify the level of detail to be included in the required plans and specifications, as well as the number of copies of same that shall be submitted. The ACC may set a review fee or schedule of fees from time to time for the review (or re-review) of plans or other submissions.

(b) Upon approval by a majority of the members of the ACC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ACC, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use in connection with any other Lot. Approval of any such plans and specifications relating to any Lot, however, shall, except as provided below, be final as to that Lot, and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with such plans and specifications, as approved, and any conditions attached to any such approval. Notwithstanding the above provisions, such approval shall expire and require re-approval following a new submittal process if construction is not commenced within thirty (30) days after approval, unless additional time is allowed by the ACC. As a condition to the granting of approval of any alteration request made under this Article IX, the Association may require that the Owner(s) requesting such change be liable for any cost of maintaining, repairing, and insuring the approved alteration. If such condition is imposed, the Owner(s) shall evidence consent thereto by a written document in recordable form satisfactory to the Association. Thereafter, the Owner(s), and any subsequent Owner(s) of the Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree that the cost of maintaining, repairing, and insuring such alteration shall be part of the annual assessment or charge set forth herein, and subject to the lien rights described herein.

Section Five. Limitation of Liability. No member of the ACC shall be liable for claims, causes of action, or damages (except where occasioned by willful misconduct of such member) arising out of or in connection with services performed hereunder. Neither the ACC nor the members thereof, nor the Association nor the members thereof, nor the Declarant, nor any officers, directors, members, employees, agents, or affiliates of any of them, shall be liable for damages or otherwise to anyone submitting plans and specifications and other submittals for approvals, or to any Owner: (a) by reason of mistake in judgment, negligence, misfeasance, malfeasance, or nonfeasance arising out of or in connection with the approval or disapproval of, or the failure to approve or disapprove of, any plans and specifications or the exercise of any power or right provided for in this Declaration; or (b) for any defects in any plans or specifications approved by the ACC, or for any structural defects in any work done according to such plans or specifications. The approval of plans and specifications by the ACC shall not be deemed or construed as a representation or warranty of the ACC, the Association, or Declarant, or any officer, director, member, employee, agent, or affiliate of any of them: (i) that improvements constructed in accordance with such plans and specifications will comply with applicable zoning ordinances, building codes, or other governmental or quasi-governmental laws, ordinances, rules and regulations; or (ii) as to the structural soundness, quality, durability, suitability, fitness, or proper functioning of improvements constructed in accordance with such plans and specifications; and any responsibility or liability therefor is hereby expressly disclaimed. Every person who submits plans and specifications and every Owner agrees not to bring any action or suit against Declarant, the Association, the ACC, or the officers, directors, members, employees, agents, or affiliates of any of them to recover any such damages, and hereby releases, demises, and quitclaims all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, misfeasance, malfeasance, or nonfeasance as described above, and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE X **MAINTENANCE**

Section One. Responsibility of Association. Except as specifically provided to the contrary herein, the Association will maintain the Common Areas in accordance with proper maintenance procedures applicable thereto and will enforce all warranties with respect to the Common Areas. In addition, the Association will repair or replace all parts of the Common Areas. In addition, the Association will be responsible for maintaining any retaining walls installed by the Declarant or a Builder, if that retaining wall (1) encumbers multiple Lots or (2) encumbers one (1) Lot and one (1) or more Common Area parcels. Except as otherwise provided herein, the cost of such will be charged to the Owners as a Common Expense.

Section Two. Access to Lots. The Declarant, Association, or Builder will have the irrevocable right, to be exercised by the Board of Directors or its agent, which term includes the Association manager, to have reasonable access to each Lot from time to time, to undertake such action as it may determine, but for which it has no obligation, or for which it may be requested, to prepare and secure a Building in anticipation of storm or hurricane, provided the Association shall be under no obligation to an Owner to do so; and for the inspection, maintenance, repair or replacement of any of the Common Areas accessible therefrom, or for making emergency

repairs therein necessary to prevent damage to the Common Areas or Lots. In addition, the Declarant, Association, or Builder shall have the right to enter upon each Lot, from time to time, for purposes of performing typical landscape maintenance services, including but not limited to the cutting and removal of weeds and grass, the removal of trash and rubbish, or any other maintenance of the Common Areas. Nothing in the foregoing shall constitute a trespass on behalf of the Board of Directors, the Association, or agents thereof.

Section Three. Responsibility of Owner. In the event that the Board of Directors should determine that the need for maintenance or repairs by the Association as provided for in this Article X, Section Three is caused through the willful or negligent act of an Owner or the lessee of an Owner, their families, invitees or guests, or the Owner's pets, the cost of which is not covered or paid for by insurance, then the cost, both direct and indirect, of such maintenance or repairs will be added to and become a part of the Assessment to which such Owner and his Lot are subject. Each Owner will maintain, repair, or replace at his own expense all the Building and other improvements upon the Lot which may become in need thereof. Further, each Owner will, at his own expense, maintain, repair and replace, when necessary, the heating and air-conditioning condensers and other such exterior appurtenances to such Owner's Building whether or not located within such Owner's Lot. Each Owner shall keep the exterior of his Building and other improvements in a neat, well maintained condition, as determine by the Board of Directors in its sole discretion. If the Owner does not make those repairs to his Building and/or other improvements required to be made by him within thirty (30) days from the date of receipt of written demand from the Association, the same may be repaired by the Association and the cost thereof will be assessed against the Owner and the Lot owned by such Owner as a specific assessment. In the event an Owner's Building is severely damaged by catastrophic event, such Owner shall commence to either repair and/or rebuild such Building or tear down the Building and grade and landscape the Building site within three (3) months of such catastrophic event. Should Owner fail to tear down its Building and grade and landscape the Building site or fail to commence reconstruction and repair of the Building within such three (3) month period, the Association shall have the right to tear down the Owner's Building and to grade and landscape the Building site and the cost thereof will be assessed against the Owner and the Lot owned by such Owner as a specific assessment.

Section Four. Access, Ingress and Egress. All Owners, by accepting title to a Lot, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such property and acknowledge and agree that such access, ingress, and egress will be limited to roadways, sidewalks and walkways located within the Property from time to time, provided that pedestrian and vehicular access to and from all such property will be provided at all times. There is reserved unto Declarant, the Association, and their respective successors and assigns the right and privilege, but not the obligation, to install and maintain electronic gates controlling vehicular access to and from the Property, provided that reasonable steps are taken to facilitate the access of all Owners, guests, and other invitees. Neither the Declarant nor the Association will be responsible, in the exercise of its reasonable judgment, for the granting or denial of access to the Property in accordance with the foregoing. The Declarant shall be responsible for petitioning the NC Department of Transportation (NCDOT) for acceptance of the subdivision roads. The Association shall be responsible for the maintenance of the subdivision roads as required under the Minimum Construction Standards identified in the latest edition of the NCDOT Subdivision Roads manual, until such time as the roads are accepted by the NCDOT

for state maintenance.

Section Five. Declarant's Right to Develop. Notwithstanding anything herein contained to the contrary, the Declarant hereby reserves unto itself, its successors and assigns, the right and option to control any gate to the Property and to leave the gate in an open position for the unobstructed and uncontrolled passage of construction vehicles for persons engaged in both infrastructure and building construction activities. The within right, if exercised, will be limited to the hours of 6 a.m. to 6 p.m. and will terminate upon expiration of the Declarant Control Period.

ARTICLE XI **LOT RESTRICTIONS**

Section One. Lots. All Lots will be, and the same are hereby restricted exclusively, for residential use, provided, however, a Lot's Building may be used as a combined residence and executive or professional office by the Owner thereof so long as no rental management activities are conducted from the Lot, or Building upon a Lot, and so long as such use does not interfere with the quiet enjoyment by other Owners and does not include visitation by clients, or unreasonable levels of mail, shipping, storage or trash requirements. No immoral, improper, offensive or unlawful use will be made of any Lot or Building, and no use or condition will be permitted which is a source of unreasonable noise or interference with the peaceful possession and quiet enjoyment of any other portion of the Property by other Owners or lessees of Owners, their families, invitees and guests. All Lots and the Buildings thereon or therein will be kept in a clean and sanitary condition and no rubbish, refuse or garbage will be allowed to accumulate. No fire hazard will be allowed to exist, and no use or condition will be permitted which will increase any rate of insurance related to the Property. In addition, all Owners, guests of Owners, lessees of Owners, renters, their families, invitees and guests will abide by all rules and regulations in effect from time to time governing the use of Lots and Buildings. This section does not apply to any Lot that contains a Builder's Model Home, construction trailer(s) and/or other temporary structures by a Builder during construction of homes within the Property. Notwithstanding anything in this Declaration to the contrary, normal and customary construction activities of any Builder(s) shall not be deemed to be a source of unreasonable noise or interference with the peaceful possession and quiet enjoyment of the Owners for purposes of this Section.

Section Two. Animals and Pets. No animals, livestock, or poultry of any kind will be raised, bred or kept on any part of the Property, except that dogs, cats, or other normal household pets may be kept by the respective Owners inside their respective Buildings provided that: (i) the Board of Directors may establish reasonable rules and regulations to insure that all permitted pets are properly licensed and inoculated for rabies and other diseases for which inoculation is necessary for such pets; (ii) the Owner execute a written indemnification and hold harmless agreement in favor of the Association and the Association's management company, in form and content satisfactory to counsel for the Board of Directors, prior to bringing the Owner's pet upon the Property; (iii) permitted pets are not kept, bred, or maintained for any commercial purpose and do not create any health hazard or, in the sole discretion of the Board of Directors, unreasonably disturb the peaceful possession and quiet enjoyment of any other portion of the Property by other Owners and lessees of Owners, their families, invitees and guests; (iv) the

Board of Directors may establish reasonable rules to limit the number of permitted pets per Lot or Building; and (v) permitted pets shall be kept on a physical leash at all times when outside of a Building or fenced-in yard, and the Owner shall clean up after his permitted pets.

Section Three. Antennas. No television antenna, radio receiver, or other similar device will be attached to or installed on any portion of the Building or other improvements upon the Lot by an Owner, except as required by the Telecommunications Act of 1996 and implementing rules therefore issued by the Federal Communications Commission and by the Association in conformity with rules or guidelines of the Federal Communications Commission; provided, however, the Declarant and the Association, and their successors and assigns, will not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Properties.

Section Four. Leasing of Lots. An Owner of a Lot will have the right to lease or rent his Lot and the Building upon such Lot for a period of no less than six (6) months, subject to applicable local ordinances, provided, however, that no rental management activities may be conducted from the Lot or the Building, and provided that all leases and rental contracts will require the lessee to abide by all conditions and restrictions placed on the use and occupancy of the Lot by this Declaration. The Board of Directors shall have the right to approve the form of all such leases and rental contracts, and any Owner leasing or renting his Lot shall provide to the Association for approval a copy of the executed lease or rental contract prior to its commencement. Occupancy by a tenant or renter under any such approved form of lease or rental contract is subject to continuing approval of the Board of Directors thereunder, which may be removed at any time by the Board of Directors for any violation by any such tenant or renter of the rules and regulations of the Association.

Section Five. Parking of Motor Homes, Trailers, Boats, etc. All vehicles shall be parked on a developer installed or ACC approved parking structure, or in parking spaces within the Common Areas. The Board of Directors shall have the power to define and impose Association rules and regulations prohibiting or otherwise controlling the storage or parking upon any portion of the Property of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, golf cart, motorized bicycle, motorized go-cart, or any other related forms of transportation devices, provided, however, the Association's rules regarding storage or other parking must not allow such mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper or trailer, boat or other watercraft, boat trailer, motorcycle, golf cart motorized bicycle, motorized go-cart, or any other related forms of transportation devices to be visible from the adjoining street. This section does not apply to any construction trailer(s) or other temporary structures and/or related equipment used by a Builder during construction of homes within the Property.

Section Six. Signs. Except as may be required by law or by legal proceedings, no signs, flags, banners, or advertising posters of any kind, including, but not limited to, "For Rent," "For Sale," and other similar signs, shall be erected by an Owner, the Association, or any agent, broker, contractor or subcontractor thereof, nor shall any sign or poster be maintained or permitted on any Building window, or within a Building and viewable through any window, or on the

exterior of any improvements, or on any unimproved portion of property located within the Property, without the express written permission of the Declarant during the Declarant Control Period, and thereafter without the express written permission of the Board of Directors. The approval of any signs, flags, banners, and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the party entitled to approve the same and may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this Article XI, Section Seven shall not apply to the Declarant or to any person having the prior written approval of the Declarant. In addition, the Declarant and/or Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas in accordance with **Architectural Design Guidelines** adopted therefor and approved by the governmental authority with jurisdiction thereof. Notwithstanding anything herein to the contrary, Declarant may authorize any Builder to place signs, flags, and banners on the Property in connection with construction, sales, leasing, resales, and other marketing activities.

ARTICLE XII **EASEMENTS**

Section One. Encroachments. If any portion of the Common Areas encroach upon any Lot or as a result of variances from the Site Plan and/or Survey, an easement will exist for the encroachment and for the maintenance of the same so long as the improvements comprising a portion of the Common Areas continue to encroach upon such Lot(s). If the improvements comprising a portion of the Common Areas will be partially or totally destroyed as a result of fire or other casualty or a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Areas upon any Lot(s) due to such rebuilding, will be permitted, and valid easements for such encroachments and the maintenance thereof will exist so long as the improvements remain.

Section Two. Utilities, etc. There is hereby granted a blanket easement upon, across, over and under all the Property for ingress, egress, installation, replacing, repairing and maintaining a master television antenna or CATV system and all utilities, including, but not limited to water, gas, sewers, telephones and electricity, and other forms of telecommunication and technology cabling, now existing or developed in the future. Such easements grant to appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on the Property. In addition, the Board of Directors will be entitled to grant additional permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property.

Section Three. Easement for Construction. Notwithstanding anything herein to the contrary, Declarant and Builder and persons designated by the Declarant or Builder will have an easement to enter upon and cross over the Common Areas for purposes of ingress and egress to all portions of the Property; to use portions of the Common Areas and any Lots owned by the Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property; and to maintain and correct drainage of surface, roof or storm water.

Section Four. Intentionally omitted.

Section Five. Easement for Inspection by Declarant. Notwithstanding anything herein to the contrary, Declarant and persons designated by the Declarant will have an easement to enter upon and cross over the Common Areas for purposes of ingress and egress to all portions of the Property; as well as an easement for reasonable access to each Lot as the Declarant may find desirable, for the inspection of the whole or any portion of the Property, its Lots, the Buildings thereon or therein, the Common Areas, the components and structural parts thereof, as well as their maintenance requirements and the maintenance performed thereon to the date of any such inspection. Nothing herein shall require the Declarant to perform any such inspection, but if the Declarant does undertake any such inspection, Declarant shall provide to the Board of Directors a copy of its findings or the inspection report produced therefrom. Nothing herein shall prohibit the Board of Directors from engaging a professional inspector to perform an annual maintenance audit as part of the Board of Director's annual budgeting process.

Section Six. Easement for Sales Purposes. Declarant and Builder and persons designated by the Declarant or Builder will have an easement to maintain one or more sales offices, management offices, and models throughout the Property, and to maintain one or more advertising signs on the Common Areas while the Declarant or Builder is selling Lots in the Property, or any contemplated expansion thereof. Declarant and Builder reserves the right to place model home Buildings, management offices, and sales offices on any Lots, owned or leased by Declarant or Builder and on any portion of the Common Areas in such number, of such size and in such locations as Declarant or Builder deems appropriate. So long as Declarant or Builder will be selling Lots in the Property or any contemplated expansion thereof, Declarant or Builder will have the right to restrict the use of a reasonable number of parking spaces, for purposes including, but not limited to, the providing of spaces for use by prospective Lot purchasers, Declarant or Builder's employees, and others engaged in sales, maintenance, construction, or management activities.

Section Seven. No View Easements. No view easements, express or implied, will be granted to any Owner in connection with the conveyance of a Lot to such Owner.

Section Eight. Easement for United States Postal Service. Notwithstanding anything herein to the contrary, Declarant, the Association, the Owners, and the United States Postal Service will have an easement for the purposes of ingress and egress, installation, use, maintenance, repair, and replacement of, the designated areas within the Property which contain cluster mailboxes.

Section Nine. Emergency. There is hereby granted to the Association, its directors, officers, agents and employees and to any manager employed by the Association and to all policemen, firemen, ambulance personnel, and all similar emergency personnel, an easement to enter upon the Property in any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Article XII, Section Nine will be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

ARTICLE XIII
THE DEVELOPMENT PLAN FOR THE PROPERTY

Section One. Reservation of Right to Expand and Contract. Anything to the contrary contained in this Declaration notwithstanding, at any time on or before ten years from the date of recording this Declaration, the Declarant will be entitled, but not required, to expand the property which is the subject of this Declaration by including any of the property described in Exhibit "B" attached hereto, and to contract the property which is subject to this Declaration in accordance with these expansion and contraction rights as provided in Article I, Section Two, above and in this Article XIII, Section One.

(a) Contraction; Withdraw of Unimproved Common Areas. During the period in which the Class B membership exists, the Declarant is entitled to subdivide portions of the Common Areas from the Properties, upon which no Lots have been created, and to remove the subdivided portion from the application of this Declaration by filing one or more amendments to this Declaration including amendments to the Exhibits where necessary (a "Contraction Amendment"). A Contraction Amendment will be executed solely by the Declarant for itself and as attorney in fact for all Owners and shall be effective upon recording in the [COUNTY NAME] Public Registry.

Section Two. Declarant's Reservation of Right to Modify Owned Lots. The Declarant shall have the right, so long as it owns any Lot, to modify each such Lot and the Building, provided, however, the aggregate percentage interest assigned to the Lot(s) so affected will not change. The Declarant shall effect such modification for a Lot by filing an amended plat ("Lot Modification Plat"). A Lot Modification Plat will be effective upon recording such amendment in the [COUNTY NAME] Public Registry.

Section Three. Amenities; Required Expansion. Amenities may be constructed as part of the expansion of the property which is subject to this Declaration, but the Declarant shall not be required to do so. Any amenities shall be constructed at the option of the Declarant in its sole and absolute discretion, and no covenant, representation or warranty is made herein that any amenities will be constructed. No Owner will have the right to require construction or addition of any land, amenities, Lots, Buildings, or other improvements or property under any circumstances.

Section Four. Assignability of Rights. The Declarant may assign the rights reserved in this Article XIII to any person or entity by an instrument recorded in the [COUNTY NAME] Public Registry.

Section Five. Application of Declaration. Any Expansion Amendment, Contraction Amendment, or Lot Modification Plat (collectively, "Declarant Amendments") may be filed separately or in concert as one amendment. Upon the filing of a Declarant Amendment prescribed by herein, all definitions contained in the Declaration will be deemed amended to the extension necessary to cause the addition of real property and the improvements described in such amendment to be treated as fully an integral part of the property which is subject to the Declaration.

Section Six. No Consent Required. Subject to the time limit set forth in herein, the Declarant, its successors and assigns, will have the absolute right to effect an expansion or contraction of the property which is subject to the Declaration, or a modification of a Lot in accordance with this Article XIII and to file Declarant Amendments to this Declaration without any action or consent on the part of any Owner or Mortgage holder; provided, however, that to the extent any action on the part of any Owner is required by any third party to assure the expansion of the property which is subject to the Declaration as provided in this Article XIII, each Owner, in accepting a deed to a Lot, agrees to undertake such actions and/or provide such consents as are reasonably requested, and expressly appoints the Declarant his due and lawful attorney in fact with full power of substitution, to execute all documents reasonably required to evidence the requisite action or consent.

ARTICLE XIV

TRANSITION PROVISION

Section One. Appointment of Directors and Officers.

(a) The Declarant shall have the right to appoint or remove any or all members of the Board of Directors and any or all officers of the Association until such time as the first of the following dates: (i) ten (10) years from the date of recording this Declaration; (ii) upon the conveyance by the Declarant, in the ordinary course of business to persons other than a successor developer, or development/construction lender for the Declarant, or successor developer pursuant to a foreclosure or deed-in-lieu of foreclosure, of one hundred percent (100%) of the property subject to this Declaration; or (iii) the date the Declarant surrenders its authority to appoint directors of the Association by an express amendment to any Declaration executed and filed of record by the Declarant. Upon the first occurrence of any one of the following events listed in this Section, the Declarant Control Period shall expire, and may thereafter be reinstated by vote of sixty-seven percent (67%) of the total votes of the Association.

(b) After the expiration of the Declarant's right to appoint under subparagraph (a) above, and notwithstanding anything contained herein to the contrary, the Declarant shall, nevertheless and so long as it holds one or more Lots included in the property, which is subject to this Declaration, have the right to appoint one (1) member of the Board of Directors.

Section Two. Special Meeting to Elect Board. Within sixty (60) days after the date on which Owners other than the Declarant become entitled pursuant to this Article XIV to elect members of the Board of Directors of the Association, the Association will call, and give not less than thirty (30) days and not more than sixty (60) days notice of, a special meeting of the Members to elect the Board of Directors. The existing board members appointed by the Declarant shall remain on the Board of Directors with full authority and control until their elected successors take office. In the event such an appointed board member is no longer able or willing to serve prior to his or her elected successor takes office, the Declarant may appoint an interim board member until such elected successor takes office.

Section Three. Cooperation. The Association will cooperate with the Declarant to the extent

reasonably requested by the Declarant during and after the Declarant Control Period, and promote the completion of construction of all improvements comprising a portion of the Common Areas, as well as the sale and marketing of unsold Lots and Buildings on the Properties.

Section Four. Controlling Provisions. In the event of any inconsistency between this Article XIV and the other provisions of this Declaration, this Article XIV will be controlling and binding on all parties having an interest in the Association or the Properties.

ARTICLE XV
INTENTIONALLY DELETED

ARTICLE XVI
GENERAL PROVISIONS

Section One. Adherence to Provisions of Declaration, Bylaws and Rules and Regulations. Every Owner who rents his Building upon a Lot, must provide to the tenant a list of the rules and regulations of the Association applicable thereto, and receive in return (if the same is not contained within the lease agreement) a signed acknowledgement that the tenant has received, understands, and agrees to comply with all Association rules and regulations, including taking corrective action when required. Such acknowledgement shall be provided by the Owner to the Association along with a copy of the lease agreement as required under Article XI, Section Four hereof. Any rental agency handling an Owner's rental must further agree to abide by the rules and regulations and will be responsible for informing persons renting through its agency of any breaches of the rules and regulations by said persons and for taking any and all necessary corrective action. Should a particular agency or person continue not to take corrective action against the renters it has contracted with, or refuse to cooperate with the Association in the enforcement of its rules and regulations or other provisions of the Association Documents, the Association may require the Owner to cease using the services of that particular rental agency. Refusal to do so may result in fines against the Owner in an amount to be determined by the Board of Directors. Any fines will be added to and become part of the Assessment against the Lot and the Owner.

Section Two. Amendment. Amendments to this Declaration, except Declarant Amendments set forth in Article XIII and as herein expressly provided to the contrary, will be proposed by the Board of Directors in accordance with the following procedure:

(a) Notice. Notice of the subject matter of the proposed amendment or amendments will be included in the notice of the meeting of the Association at which such proposed amendment or amendments are to be considered.

(b) Adoption. The Declaration may be amended at any time and from time to time at a meeting of the Association called in accordance with the Bylaws and this Declaration upon the vote of Members holding sixty-seven percent (67%) or more of the total vote in the Association; provided, however, that if the Association will vote to amend the Bylaws in any respect, such amendment will be set forth in an amendment to

this Declaration and will be valid only when approved by Members holding sixty-seven percent (67%) or more of the total vote in the Association.

(c) Nondiscrimination. Irrespective of the foregoing, no amendment will (i) alter the percentage interest applicable to each Lot (except as permitted in accordance with provisions hereof); or (ii) discriminate against any Owner or against any Lot or class or group of Lots, unless in each instance all Owners adversely affected thereby expressly consent thereto in writing.

(d) Necessary Amendments. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary during the Declarant Control Period in the judgment of the Board of Directors to cure any ambiguity or to correct or supplement provisions of this Declaration that are defective, missing or inconsistent with any other provision thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary Mortgage market lenders, guarantors or insurers with respect to condominium projects, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without requiring the vote of the Members.

(e) Recording. A copy of each amendment provided for in this Article XVI will be certified by the Association as having been duly adopted and will be effective when recorded.

(f) Approval of the Declarant. In recognition of the fact that certain provisions of this Declaration are for the benefit of the Declarant, no amendment in derogation of any right reserved or granted to the Declarant by provisions of this Declaration may be made without the written approval of the Declarant and any attempt at such shall be a nullity and without effect on the terms, provisions, rights and reservations within this Declaration until such written approval has been obtained and recorded with the amending instrument. Except with respect to Declarant Amendments, the Declarant's written consent, to be withheld in its sole and absolute discretion, shall be required for any amendment to this Declaration to be effective during the Declarant Control Period and such written consent must be attached to the instrument and recorded therewith.

Section Three. Covenants Running with the Land. All provisions of this Declaration will be construed to be covenants running with the land, and with every part hereof and interest therein, including, but not limited to every Lot and the appurtenances thereto; and each and every provision of this Declaration will bind and inure to the benefit of the Declarant and all Owners and claimants of the Association or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns.

Section Four. Enforcement. Each Owner will comply strictly with the Association Documents, as the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to his Lot. Failure to comply with

any of the same will be grounds for an action to recover sums due for damages or injunctive relief or both by the Board of Directors on behalf of the Association or by any aggrieved Owner. In addition, the rights of any Owner or lessee of an Owner, the families, invitees, or guests to use and to enjoy the Common Areas may be suspended by the Board of Directors. Failure by the Association or any Owner to enforce any of the foregoing will in no event be deemed a waiver of the right to do so thereafter.

(a) Authority and Enforcement. Upon the violation of the Association Documents, including, without limitation, the failure to timely pay any Assessments, the Board of Directors will have the power (i) to impose reasonable monetary fines which will constitute a continuing lien as a specific assessment, (ii) to suspend an Owner-Member's right to vote in the Association, or (iii) to suspend an Owner's, or Lot occupant's right to use any of the Common Areas. The Board of Directors will have the power to impose all or any combination of these sanctions, and may establish each day a violation remains uncured as a separate violation for which a fine is due; provided, however, an Owner's access to its property over the private roads and streets constituting Common Areas will not be terminated hereunder. An Owner or Lot's occupant will be subject to the foregoing sanctions in the event of such a violation by such Owner or Lot's occupant.

(b) Procedure. Except with respect to the failure to pay Assessments, the Board of Directors will not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other occupant for violations of the Association Documents, unless and until the Board of Directors has given notice to the Owner responsible for such violation, and such Owner has been given reasonable opportunity to correct a violation that may be cured. No such notice and cure period need be given for continuing violations of the same provision in this Declaration or of the same rule or regulation of the Association. Should the Owner fail to cure the violation within the allotted time provided, the Board of Directors shall hold a hearing to determine if such Owner should be fined or if planned community privileges or services should be suspended. The Owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation, and without further hearing, for each day more than five (5) days after the decision that the violation occurs. Such fines shall be assessed against the Lot as a specific assessment. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured, and for any additional period thereafter, not to exceed sixty (60) days.

Section Five. Severability. All provisions of this Declaration and all of the Association Documents will be construed in a manner that complies with the laws, specifically including the Act, to the fullest extent possible. If all or any portion of any provision of this Declaration or any other Association Documents will be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision hereof or thereof, and such provision will be limited and construed as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.

Section Six. Gender or Grammar. The singular whenever used herein will be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, will in all cases be assumed as though in each case fully expressed. In addition, the use of the terms "herein" or "hereof" will mean this Declaration and not merely the Section or paragraph in which such term is utilized.

Section Seven. Headings. All Section headings are utilized merely for convenience and will not restrict or limit the application of the respective Sections.

Section Eight. Powers of Attorney. By acceptance of a deed or other conveyance of an interest in a Lot, all Members do hereby grant, and if further required, do agree to vote in a manner to provide to, and to ratify and confirm retention by, Declarant of Declarant's rights under this Declaration, including, without limitation, the right to amend this Declaration in accordance with the provisions hereof. In connection with this voting agreement, each Member appoints Declarant as proxy for such member with full power of substitution to vote for the Member on all such matters on which the Member may be entitled to vote, and with respect to which there is a reservation or designation of voting rights in Declarant under this Declaration, and with all powers which the member would possess if personally present at any meeting of Members. Such appointment will be, upon acceptance of a deed or other conveyance by the Member and without the necessity of further action by the Declarant or the member, a power coupled with an interest and will be irrevocable. Such appointment will be effective as of the date on which a deed or other conveyance of an interest to the Member is recorded in the [COUNTY NAME] Public Registry. This irrevocable proxy will automatically terminate upon the termination of the Declarant Control Period. The within voting agreements and proxy are in addition to, and not in substitution of, all rights of Declarant herein provided, which will run with the land.

Section Nine. Lot Deeds. In accepting a deed to any Lot, the grantee will be deemed to have accepted and agreed to all terms and conditions contained in this Declaration and the Exhibits, as amended, and further agrees to execute any and all documents reasonably requested by the Declarant or the Association from time to time to expressly evidence the foregoing.

Section Ten. Conflicts. In the case of any conflict between the Declaration and other Association Documents, the Declaration shall control. In the case of any conflict between the Declaration and any required term or condition imposed by the laws of [North/South] Carolina upon the Association and/or the governance of the Association, the provisions of the law shall control.

ARTICLE XVII **EXHIBITS**

Section One. Exhibits Attached. The following Exhibits are attached hereto and incorporated verbatim in this Declaration by reference as fully as if set forth herein.

Description

Identification

Description of Property	A
Description of Expansion Property	B
Articles of Incorporation of Association	C
Bylaws of the Association	D
Architectural Design Guidelines	E
Architectural Review Application	F

Exhibit "A"

Description of Property