



Town of Hilton Head Island

Community Development and Public Services Committee Meeting

Monday, October 20, 2025, 10:00 AM
1 Town Center Court, Hilton Head Island, SC
Benjamin M. Racusin Council Chambers

The meeting can be viewed on the [Town's YouTube Channel](#), the [Beaufort County Channel](#), and Spectrum Channel 1304.

1. **Call to Order**
2. **Pledge to the Flag**
3. **Adoption of the Agenda**
4. **Approval of the Minutes**
 - a. Regular Meeting Minutes of September 15, 2025
5. **Public Comment - Non Agenda Items**
6. **New Business**
 - a. Consideration of a Resolution Authorizing the Execution of a Standardized Stormwater Agreement for the Cedar Woods Subdivision - Jeff Netzing, Engineering & Public Projects Director
 - b. Consideration of a Resolution Authorizing the Acceptance of Roadways in the Cedar Woods Subdivision Known as Song Sparrow Lane, Phoebe Lane, and Goldfinch Lane - Jeff Netzing, Engineering & Public Projects Director
 - c. Discussion Regarding the Holiday Homes Neighborhood Character Overlay District Amendment Request - Shawn Leininger, Deputy Town Manager
7. **Executive Session**
 - a. Discussion of Appointment to Boards, Commissions, and Committees [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70 (a)(1)] related to:
 1. Beaufort County Airports Board
 2. Beaufort Jasper Housing Trust

3. Board of Zoning Appeals
4. Housing Action Committee

8. Action from Executive Session

9. Adjournment

FOIA Compliance: Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Town of Hilton Head Island will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. Auditory accommodations are available. Any person requiring further accommodation should contact the Town of Hilton Head Island ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event.

Municipal Association of South Carolina (MASC) Civility Pledge:

"I pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of my city or town."



Town of Hilton Head Island
**COMMUNITY SERVICES AND PUBLIC SAFETY
COMMITTEE MEETING**
Monday, September 15, 2025, 10:00 AM
Minutes

Call to Order

Chair Becker called the meeting to order at 10:00 a.m.

Council Members present: Tammy Becker, Chair, Ward 4; Steve DeSimone, Ward 3; Steve Alfred, Ward 5

Council Members present not voting: Patsy Brison, Ward 2; Melinda Tunner, Ward 6

Others Present: Marc Orlando, Town Manager; Curtis Coltrane, Town Attorney; Kim Gammon, Town Clerk

Adoption of the Agenda

Mr. DeSimone moved to approve. Mr. Alfred seconded. Motion carried 3-0.

Approval of the Minutes

Regular Meeting Minutes of July 21, 2025

Mr. Alfred moved to approve. Mr. DeSimone seconded. Motion carried 3-0.

Public Comment - Non Agenda Items

Mike Flashbird addressed Council regarding parking in the Holiday Homes neighborhood and stated he did not want parking restrictions for residents.

Dave Ferguson addressed Council regarding the Strategic Plan stating there are too many goals. He stated it is a "Strategic Distraction" and Town officials are just "kicking the can down the road". He encouraged citizens to become more engaged.

New Business

Discussion Regarding Short-Term Rental Regulations - Shawn Leininger, Deputy Town Manager

Mr. Leininger explained that on February 18, 2025, Town Council reviewed first reading of an Ordinance amending Chapter 10-2 Short-Term Rentals of the Municipal Code to add additional

requirements for occupancy, fire and safety alarms and equipment, parking of vehicles, enforcement, fines, definitions and other text amendments, and providing for severability and an effective date.

Following review, a motion by Town Council to approve first reading and advance the amendments to second reading failed (3-4). Town Council requested the discussion related to this topic continue at a later date.

He explained today meeting is to continue the discussion regarding potential amendments to short-term rental regulations. He stated short-term rental regulations generally include the following best practice considerations:

1. Enforcement, Fines & Penalties
2. Inspection Requirements
3. Parking Requirements
4. Noise Limits & Restrictions
5. Trash Service Requirements
6. Fire & Life Safety Requirements
7. Occupancy Limits
8. Location Restrictions
9. Permit Caps

He reviewed current data related to short-term rentals, including financial data as requested by Council.

Members of the committee held discussion and Chair Becker asked for public comment.

Ginny Jackson addressed the Committee regarding the impact of a consideration of a moratorium stating clients have halted searches for home over concern with what would be done.

Jocelyn Staigar addressed the Committee stating short-term rentals are a vital part of the Island's economy and as a representative of the Hilton Head Island REaltors Association they are against any type of moratorium. She stated there were less than 21 short-term rental complaints filed this year. She added that short-term rentals also help keep businesses open.

Angie Hutchins addressed the Committee in opposition to a moratorium, stating owners have rights and the Town should not enact a moratorium.

Beth Petro addressed the Committee in opposition to a moratorium, stating the Town should address enforcement of the short-term rental regulations.

Corey Wenzel addressed the Committee in opposition to a moratorium, stating it is the worst thing you could do to the real estate business here on the Island.

Committee members answered questions, held discussions and made comments with each

person that addressed Council. Chair Becker opened the public comment period to all who were present even if they did not sign up. Committee members held an open forum of discussion with those present and included Council Members Brison and Tunner. All comments and discussions are included in the recording and transcript for this meeting. (Link provided at the end of the minutes)

Overall, the direction of the Committee was to forward the short-term rental (STR) amendments proposed in February unless otherwise modified by recommendations that follow and bring them back to the Committee for review.

1. Permit Cap
 - a. For future discussion
2. Location Restrictions
 - a. Separate commercial vs residential STRs - for future discussion
3. Parking
 - a. Max parking of 6 spaces
 - b. Counted outside only – garage spaces must be shown but not counted against the max
4. Occupancy
 - a. 2 per bed plus 2 per unit
 - b. 2 per studio
 - c. Max 18 regardless of bedrooms
5. Inspections
 - a. All new and previously uninspected licenses must be inspected
 - b. Regular interval thereafter – interval TBD
6. Permits
 - a. Include floorplan with
 - i. Bedrooms / beds noted
 - ii. Location of safety related devices
 - b. Include fire escape plan
 - c. Include proposed advertisement
 - d. Include POA/HOA approval letter
 - e. Examine insurance requirements – type and amount
7. Trash Requirements
 - a. Require proof of trash service at time of permit
 - b. Require minimum interval of collection – TBD but more than once per week
8. Noise Restriction
 - a. Require outdoor media to be screened from view
9. Fire & Life Safety
 - a. Requirements from February regarding automatic, monitored smoke detection / alarms, manual fire alarms, and exterior gas grill shut offs carry forward without changes
 - b. Require fire escape plan to be posted
 - c. Fire escape ladders to be required for bedrooms above certain elevation / floor
 - d. Propane detectors be required when propane stove / oven are present
10. Suspension / Revocation
 - a. No changes proposed – examine to ensure accuracy with balance of edits

11. Fees
 - a. Flat rate fee versus scaled fee
 - b. \$1,000 - \$2,500
12. Rental Timing
 - a. Proposal to set minimum rental interval to two weeks – for future discussion

The workshop adjourned at 2:01 p.m.

Adjournment

The full recording and a transcript of this meeting can be found on the Town's website at www.hiltonheadislandsc.gov



TOWN OF HILTON HEAD ISLAND

Community Development & Public Services Committee

TO: Community Development & Public Services Committee
FROM: Jeff Netzinger, Engineering and Projects Director
VIA: Shawn Gillen, Interim Assistant Town Manager
Curtis Coltrane, Town Attorney
CC: Marc Orlando, Town Manager
Shawn Leinginger, Deputy Town Manager
John Troyer, Interim Finance Director
DATE: October 20, 2025
SUBJECT: Consideration of a Resolution Authorizing the Execution of a Standardized Stormwater Agreement with Cedar Woods Owners' Association, Inc.

RECOMMENDATION:

Staff recommends the consideration of a Resolution (Attachment 1) authorizing the execution of a standardized stormwater agreement and access, drainage, and maintenance easement with Cedar Woods Owners' Association, Inc.

BACKGROUND:

After the creation of the Storm Water Utility in 2001, the Town offered to accept corrective maintenance responsibility for storm water systems located within private Planned Unit Developments (PUDs). Between 2007 and 2012, the Town executed and delivered drainage agreements with eleven (11) PUDs including Shipyard, Wexford, Long Cove Club, Sea Pines, Palmetto Dunes, Leamington, Shelter Cove, Port Royal Plantation, Indigo Run, Hilton Head Plantation, and Palmetto Hall.

On September 21, 2021, Town Council authorized executing drainage agreements with six (6) additional communities, including Bermuda Pointe, Jarvis Creek Club, Seagrass Landing, Spanish Wells, Wells East, and Yacht Cove.

On November 4, 2020, Town Council approved standardized terms and conditions for current and future drainage agreements. All eleven (11) original agreements were recently updated, using the standard terms and conditions, as authorized by Town Council on July 19, 2022.

On June 6, 2023, Town Council authorized executing drainage agreements with five (5) additional communities, including Ashton Cove, Beach City Place, Carolina Isles, Chinaberry Ridge, and Peregrine Pointe.

On November 12, 2024, Town Council authorized executing drainage agreements with four (4) additional communities, including Broad Creek Landing, Paddocks on Jarvis Creek, Ribaut Island, and Victoria Square.

To date, Town Council has authorized executing drainage agreements with twenty-six (26) communities. Cedar Woods Owners' Association, Inc., is currently requesting a similar agreement.

SUMMARY:

The Town currently has similar drainage agreements and easements with twenty-six (26) PUDs, property owners' associations, and homeowners' associations. Cedar Woods recently requested service via a drainage agreement with the Town. All new agreements use the standardized terms and conditions approved by Town Council on November 4, 2020. A Drainage Agreement and an Access, Drainage and Maintenance Easement were prepared by the Town and signed by the Cedar Woods Owners' Association, Inc.'s Board President (Attachment 2 and Attachment 3).

ATTACHMENTS:

1. Draft Town Resolution
2. Drainage Agreement signed by the Cedar Woods Owners' Association, Inc.'s Board President
3. Access, Drainage and Maintenance Easement signed by the Cedar Woods Owners' Association, Inc.'s Board President

RESOLUTION 2025-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION AND DELIVERY OF A DRAINAGE AGREEMENT AND AN ACCESS, DRAINAGE, AND MAINTENANCE EASEMENT WITH CEDAR WOODS OWNERS' ASSOCIATION, INC.

WHEREAS, The Town of Hilton Head Island, South Carolina, has negotiated a Drainage Agreement and an Access, Drainage, and Maintenance Easement related to the management of storm and surface drainage with Cedar Woods Owners' Association, Inc.; and,

WHEREAS, Beaufort County, South Carolina adopted Ordinance 99-101 et seq., as amended, creating a Storm Water Utility with the power to impose Storm Water Service Fees on all residents of Beaufort County, South Carolina and which also provides that fees collected from within the municipal limits of the Town of Hilton Head Island, South Carolina ("Town") are returned to the Town to be used for the purposes set forth in the Ordinance including the construction and maintenance of planned and existing infrastructure which collects and disposes of surface and storm water within the municipal limits of the Town; and,

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina has determined that it is in the best interests of the Town of Hilton Head Island, South Carolina, to authorize the execution and delivery of the Agreements and Easements.

NOW, THEREFORE, BE IT RESOLVED AND IT HEAREBY IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA:

1. The Mayor and Town Manager are hereby authorized to execute and deliver a Drainage Agreement and an Access, Drainage, and Maintenance Easement between The Town of Hilton Head Island, South Carolina, and Cedar Woods Owners' Association, Inc., copies of which are attached hereto as Exhibit A.
2. The Town Manager is hereby authorized to take all other and further actions as may be necessary to comply with the obligations of The Town of Hilton Head Island, South Carolina, in the Agreement.

MOVED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL THIS _____ DAY OF _____, 2025.

Alan R. Perry, Mayor

ATTEST:

_____, **Town Clerk**

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

infrastructure for the collection and conveyance of storm water runoff within the Town of Hilton Head Island, South Carolina, and,

WHEREAS, Cedar Woods Owners' Association, Inc., desires for the Town of Hilton Head Island, South Carolina, to utilize Storm Water Utility Service Fees to undertake maintenance and improvement of the storm water drainage system in Cedar Woods, to facilitate the conveyance of storm water runoff within and through the Development; and,

WHEREAS, the Cedar Woods Owners' Association, Inc., has agreed to grant access, drainage, and maintenance easements to the Town, in order to facilitate the maintenance and improvement of the qualifying storm water drainage system in Cedar Woods.

Now, therefore, know all men by these presents, that Cedar Woods Owners' Association, Inc., and the Town of Head Island, South Carolina, for and in consideration of the sum of One and no/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Agreement, the receipt and sufficiency whereof is acknowledged, agree as follows:

1. **Defined Terms:** As used in this Agreement, the following terms as related to this agreement shall mean:
 - a. *Agreement:* This "Drainage System Maintenance Agreement".
 - b. *Association:* Cedar Woods Owners' Association, Inc., a South Carolina not-for-profit corporation with the full authority under the Covenants to enter into this Agreement and to complete all of the Association's obligations under it, and to execute and deliver the

Access, Drainage and Maintenance Easement attached hereto as Exhibit “C.”

- c. *Casualty*: The destruction of all or any part of the Drainage System through a natural disaster.
- d. *Covenants*: Any one or more of Covenants, Conditions, and Restrictions for Cedar Woods Owners’ Association, Inc. recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.
- e. *Development*: Cedar Woods, a planned unit development or subdivision lying and being on Hilton Head Island, Beaufort County, South Carolina, which is shown and described on the map attached as Exhibit “B” hereto.
- f. *Drainage System*: The existing system of lagoons, ditches, canals, pipes, culverts, catch basins, drains, manholes, junction boxes, weirs, valves, gates, pumps, structures, related equipment and related infrastructure, in the Development lying within the Easement Areas shown on the map attached hereto as Exhibit “A,” which facilitates the collection, storage and conveyance of storm and surface water runoff for public benefit through, within, and from the Development. For purposes of this Agreement, the Drainage System shall not include any bridges, docks, retaining walls, road or pathway asphalt, road or building gutters, underdrains, sub-drains, structural bulkheads, beaches, tidal banks, estuaries, or salt marshes, or

driveway pipes, unless the Town, in its sole discretion deems any particular driveway pipe as critical to the function of the Drainage System.

- g. *Emergency*: A blockage, structural or mechanical failure, collapse or other sudden catastrophic event affecting any part of the Drainage System which prevents or substantially inhibits the flow of storm and surface water through all or any part of the Drainage System, or which otherwise results in an imminent peril to life or property.
- h. *Permanent Structure*: Any immovable structure, including, but not limited to, buildings, sheds, pavilions, walls, masonry structures, tennis courts, and swimming pools, including swimming pool decks.
- i. *Pollutant*: Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; petroleum hydrocarbons; automotive fluids; cooking grease; detergents (biodegradable or otherwise); degreasers; cleaning chemicals; non-hazardous liquid and solid wastes and yard wastes; sediment; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; liquid and solid wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; concrete and cement; and noxious or offensive matter of any kind.

- j. *Post-construction Structural Best Management Practice Facility:* A Post-construction Structural Best Management Practice Facility (BMPF) is a facility designed and built to provide treatment of storm water either through storage, filtration or infiltration (i.e. detention basins, retention basins, rain gardens, bioretention cells, sand filters, vegetated filter strips, water quality swales and infiltration trenches) as set forth in the latest editions of the Beaufort County Manual for Storm Water Best Management and Design Practices, the South Carolina DHEC Storm Water Management BMP Handbook, and the Georgia Coastal Stormwater Supplement, which include descriptions standards, and design guidelines for these facilities.
- k. *Project:* Work, including repairs and improvements performed or approved by the Town to correct a specific Qualifying Storm Drainage System Deficiency.
- l. *Qualifying Drainage System Deficiency:* Anything that, in the determination of the Town, prevents, impairs or impedes the adequate conveyance or drainage of storm water runoff through the Drainage System or the structural failure of a Drainage System component. Qualifying Drainage System Deficiencies include, but are not limited to, the following:
 - i. Lagoon bank erosion that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage

System or threatens the integrity of adjacent Drainage System infrastructure or Permanent Structures;

- ii. Presence of sediment and debris located in the Drainage System that has an appreciable adverse impact on the conveyance of storm water runoff through the Drainage System or the functioning of the Drainage System;
- iii. Structural deficiencies associated with pipes and culverts, including, but not limited to, joint failures, deterioration, root intrusion, or collapse that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threatens the integrity of adjacent Drainage System infrastructure or Permanent Structures;
- iv. Structural deficiencies associated with inlets, manholes, junction boxes, control structures and headwalls including, but not limited to, connection failure, deterioration, mechanical failure, or collapse that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage System, or that threatens the integrity of adjacent infrastructure or Permanent Structures. Examples of typical deficiencies include damaged grates, grout failures at pipe connections, deterioration or failure of flap gates and sluice gates, or failure of structure walls;

- v. Sinkholes caused by Drainage System pipe or Drainage System structure Deficiencies, but not those caused by the actions of any third party, including utility providers;
- vi. Drainage System conveyance or performance deficiencies due to inadequate design capacity. Examples of typical conveyance or performance deficiencies include undersized pipes and insufficient weir capacities.

Qualifying Drainage System Deficiencies do not include the following:

- i. The aesthetic appearance or appeal of any part of the Drainage System, including but not limited to lagoons, banks of lagoons, channel banks, landscaping, drains, catch basins, canals, structures, bridges, bulkheads, pipes, culverts, valves gates, debris that does not have an appreciable adverse impact on the conveyance of storm and surface water through the Drainage System, or other visible components of the Drainage System;
- ii. The introduction of pollution or pollutants into the Drainage System from any source;
- iii. Lagoon bank erosion that does not have an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threaten the integrity of

- adjacent Drainage System infrastructure or Permanent Structures;
- iv. Tidal erosion or tidal flooding that does not have an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threaten the integrity of Drainage System infrastructure;
 - v. Establishment of access to the Drainage System by the Association, including, but not limited to, grading, clearing of vegetation, removal of trees, or removal of other obstructions or Permanent Structures in order to provide physical access to the Drainage System;
 - vi. Drainage System damage or deficiencies caused by the actions of others, including utilities and property owners (including, but not limited to, bores or cuts into pipes or structures);
 - vii. Minor or nuisance flooding that does not adversely affect transportation infrastructure, Permanent Structures, hardscape amenities, or conveyance of storm water runoff through the Drainage System, including golf course flooding, isolated lawn and yard ponding, or standing water in roadway shoulders and unimproved lots or land;
 - viii. Drainage System Deficiencies determined by the Town to be caused or exacerbated by intentional acts causing tidal backflow and saltwater intrusion into the Drainage System

through failure to operate control structures per the design intent or the failure by the Association to monitor and maintain proper functioning of backflow prevention devices including flaps, gates, sluice gates, check valves, or similar devices;

- ix. Damage to, or failure of, Drainage System components situated underneath or within five (5) feet of any Permanent Structure that is not a part of the Drainage System, where the Town determines that difficult access and/or liabilities exist, or within the zone of influence for the foundation of a Permanent Structure;
 - x. The construction of a new drainage system or an addition to an existing Drainage System, or the modification of an existing Drainage System to accommodate drainage requirements for new development within the Development.
 - xi. Drainage System deficiencies determined by the Town to be caused by or originating from unauthorized or non-permitted modifications to the Drainage System by any party other than the Town.
- m. *Storm Water Utility Service Fees*: The fees collected by Beaufort County, South Carolina, under the authority of Beaufort County Ordinance 99-101, *et seq.*, as amended, and which are remitted by

Beaufort County, South Carolina, to the Town; or any similar fee, however denominated, imposed and collected by any subsequent or successor Storm Water Utility operated by The Town, under the authority of Town Ordinance Number 2002-43.

- n. *Storm Water Utility Project Prioritization and Annual Budget Process:* The annual process by which the Town of Hilton Head Island, South Carolina, shall establish and maintain a prioritized list of all known Qualifying Drainage System Deficiencies within the Town limits determined to be eligible for service using Storm Water Utility Service Fees. Prior to the beginning of each fiscal year, the Town shall establish an annual Storm Water Utility budget which defines all revenues and expenditures associated with the Storm Water Utility Service Fees. This budget shall include those known Projects to correct Qualifying Drainage System Deficiencies intended to be completed within that fiscal year.
 - o. *Town:* The Town of Hilton Head Island, South Carolina.
2. **Grant of Easements:** Contemporaneously with the execution and delivery of this Agreement, the Association and the Town have entered into an “Access, Drainage and Maintenance Easement” which grants the Town rights to access, operate, utilize, maintain, and improve the Drainage System within the Development, with said easement being in the form attached hereto as Exhibit “C”.

3. **Maintenance, Inspection and Operation of Drainage System:** Upon the execution and delivery of this Agreement and the Access, Drainage and Maintenance Easement:

- (a) the Town shall be responsible for the maintenance, repairs and improvements necessary to correct any Qualifying Drainage System Deficiency under the terms and conditions of this Agreement. This Agreement does not preclude the Association from repairing, maintaining, or improving any component of its Drainage System at its expense.
- (b) The Association shall be responsible for the following within the Development:
 - (i) Normal and emergency operation of Drainage System control structures, including gates, weirs, and pumps, and for lowering water levels in compliance with pre-storm preparation protocols established by the Town.
 - (ii) Maintenance and replacement of weir boards, maintenance of control structure access ways, decking and railings, and maintaining control structure accessibility for inspection and operation by controlling and/or removing vegetation as necessary.
 - (iii) Performing maintenance of work shelves along ditches and canals to provide reasonable and adequate access for inspection, maintenance and repair.
 - (iv) Monitoring the condition of flap gates, sluice gates, check valves, and similar devices intended to prevent the intrusion of tidal backflow

and brackish water into the Drainage System to ensure that they are in proper working order and functioning as intended.

- (v) Making repairs to roadway pavement, pathway pavement, curb and gutter and related ancillary infrastructure or property damage attributed to a past or existing Qualifying Drainage System Deficiency if the deficiency has been corrected by the Town via trenchless technology methods (i.e. pipe lining). This does not obligate the Association to repair or replace such infrastructure if the repair is made using open cut excavations where removal of surface infrastructure is necessary to complete the repair, in which case, the repair of the ancillary infrastructure shall be considered to be a part of the Town's work to correct the deficiency.
- (vi) Performing annual inspections of Post-construction Structural Best Management Practice Facilities in order to comply with Stormwater Management Plan obligations, including submittal of inspection documentation to the Town in accordance with § 16-5-109 (H)(2), *Municipal Code to the Town of Hilton Head Island* (1983).
- (vii) Regulating the actions of utility providers and property owners, or their assigns, to prevent and mitigate any damage they may cause to the Drainage System.

4. **Procedure for Town's Maintenance of Drainage System:** The Parties acknowledge that the Town intends to provide for the maintenance and improvement of the Drainage System and the repair of identified Qualifying

Drainage System Deficiencies, other than those caused by an Emergency or Casualty, through the development of its Storm Water Utility Project Prioritization and Annual Budget Process. Other than in the case of an Emergency or Casualty, as described in Articles 7, 8 and 10 below, or work completed directly by the Association under Article 9, the Parties agree:

- a. *Identifying Qualifying Drainage System Deficiencies:* The Association shall be responsible for identifying any Qualifying Drainage System Deficiencies.
- b. *Schedule for Submission:* The Association shall submit a written description of each known Qualifying Drainage System Deficiency to the Town using the service request form provided by the Town, describing the nature, location and cause (if known) of each Qualifying Drainage System Deficiency. The Association may identify a potential solution is for the deficiency. In such case, the Association shall include a description of the solution and a preliminary estimate of anticipated costs for the proposed solution. Qualifying Drainage System Deficiencies that are reported to the Town, or which are discovered by the Town, by the end of any calendar year will be considered in the development of the Storm Water Utility Project Prioritization and Annual Budget Process for the following fiscal year.
- c. *Completion of Maintenance:* The Town shall annually develop a Storm Water Utility Project Prioritization and an Annual Budget that

will address identified Qualifying Drainage System Deficiencies as follows:

- i. The Town shall determine the scope and extent of the maintenance, repair or improvement that is necessary to correct any Qualifying Drainage System Deficiencies, and the means, methods and materials needed to accomplish the same.
- ii. The Town shall determine the priority and number of the Projects and schedule the Projects to correct to correct the Qualifying Drainage System Deficiencies for each fiscal year. The determination of the scheduling and funding for the correction of the Qualifying Drainage System Deficiencies shall be made by the Town, taking into account the following:
 1. The availability and amount of the Storm Water Utility Service Fees fund balance, revenue from bonds paid by Storm Water Utility Service Fees, and Storm Water Utility Service Fees in any given fiscal year;
 2. Prioritization of all other Projects, or qualifying requested improvements, repair and maintenance that are to be funded with Storm Water Utility Service Fees; and

3. The annual cost required to operate the Storm Water Utility, its programs and initiatives, and debt service.
 - iii. The Town will complete the Projects as determined by the Town as a part of the Storm Water Utility Project Prioritization and Annual Budget Process, unless Emergencies or Casualties occur that alter the prioritization and funding such that funds are insufficient to correct all Qualifying Drainage System Deficiencies as intended within the same fiscal year.
 - d. *Scheduling of Projects*: Other than in the case of an Emergency or Casualty, the Town and the Association shall mutually agree in writing as to the scheduling of any Project to be performed under this Agreement in the Development in advance of the commencement of the Project.
 - e. *Resident Notification*: The Association shall be solely responsible for the notification of its owners and guests that may be affected by any Project, or by work to address any Emergency or Casualty.
 - f. *Legal Access to Private Property*: The Association shall be responsible for obtaining all access rights, including access rights over and across property in the Development that is not owned by the Association, as may be deemed necessary by the Town to complete any Project.

- g. *Access Needed to Complete Project:* The Association shall be responsible for providing clear and adequate physical access to each Project site at no cost to the Town. If clear, adequate physical access to the Project site cannot be provided sufficient to complete the Project without the likelihood of damage to property, assets and amenities by contractors and equipment, the repair and replacement of any property, assets and amenities damaged as a result of the Project shall be the responsibility of the Association, at no additional cost to the Town. Such property, assets and amenities shall include, but are not limited to, landscaping, flowerbeds, ornamental shrubs and trees, lawns, irrigation systems, boardwalks, cart paths, driveways, and sidewalks. The determination of whether the access is clear and adequate, and whether there is a likelihood of damage shall be made in the sole discretion of the Town, prior to the commencement of the Project. The Association has the right to withdraw the service request if the magnitude of potential damage is not acceptable to the Association. If the service request is withdrawn, completing the Project shall be the responsibility of the Association.
- h. *No Guarantees Regarding Schedule:* The Town cannot guarantee that the amount of available Storm Water Utility Service Fees, the number of Projects to be funded with Storm Water Utility Service Fees in any given fiscal year, and whether Emergencies and

Casualties and weather-related general emergencies will not cause delays in the correction of Qualifying Drainage System Deficiencies within the Development and elsewhere. The parties acknowledge that the Town's determinations with respect to the priority, funding and timing of any Project shall be made at the Town's discretion and shall be final.

5. **Further Obligations of the Association:** The Association agrees that during the term, or any renewal term, of this Agreement, it shall take no action which damages the Drainage System, allows damage to the Drainage System, or creates a Drainage System Deficiency, including, but not limited to allowing salt water intrusion or pollutants to enter the Drainage System and allowing utility providers, property owners, or their assigns to impair the function of the Drainage System. To the extent the Association has a continuing obligation under the Covenants to repair and maintain various improvements located within the Development including lagoons and lagoon banks, ditch maintenance shelves, roads, pathways, utilities, this Agreement is not intended to in any way restrict or limit the Association's completion of its obligations.
6. **Payments as Current Expense of Town:** Any payments to be made by the Town hereunder shall be made from Storm Water Utility Service Fees as budgeted for by the Town in any given fiscal year. The Town and the Association intend that the payment obligations of the Town shall constitute a current expense of the Town and shall not in any way be construed to be a debt of the Town in contravention of any applicable constitutional or statutory limitations concerning indebtedness of

the Town, nor shall anything contained herein constitute a pledge of general tax revenues, funds, money, or credit of the Town.

7. **Emergency:** The Parties agree that in the event of an Emergency, the following procedure shall apply:

- a. *Agreement Not Terminated:* This Agreement shall remain in full force and effect.
- b. *Responsibilities of the Association:* The Association shall take such steps as may be reasonably necessary to secure any area affected by the Emergency. The Association shall notify the Town as soon as is practical after discovery of the Emergency. The Association may complete any repairs to the Drainage System needed to address the Emergency, as provided for in Article 10, below.
- c. *Responsibilities of the Town:* Upon receipt of notification of an Emergency from the Association, the Town shall determine the scope and extent of the work that is necessary to repair or correct the damage caused by the Emergency, and the means, methods and materials needed to accomplish the same. The Town shall correct or repair the damage caused by the Emergency as soon as practical, taking into account the threat presented by the Emergency, the existence of any other Emergency or Casualty, the cause of the Emergency and/or the existence of any general emergency affecting the Town and availability of funding. The Town may seek reimbursement from third parties for any costs incurred by the Town

as a result of any Emergency found to have been caused by the negligence of said third parties.

8. **Casualty:** The Parties agree that in the event of a Casualty, the following procedure shall apply:

- a. *Agreement Not Terminated:* This Agreement shall remain in full force and effect.
- b. *Design of Drainage System:* The Town shall produce engineering and design plans at its expense for the reconstruction of all or any part of the Drainage System affected by the Casualty.
- c. *Approval of Plans:* The engineering and design plans must be approved by the Association prior to any reconstruction of the Drainage System. If the Association does not approve the engineering and design plans prepared by the Town, the Association may reconstruct the Drainage System at its own expense and shall not seek reimbursement for the cost thereof from the Town.
- d. *Right of Entry and Access:* If the engineering and design plans approved by the Association require work outside of easement limits described in the Access, Drainage and Maintenance Easement, the Association shall provide temporary easements for access and construction over any property it owns or controls and shall deliver a valid temporary construction easement for access and construction from the owners of property that the Association does not own.

- e. *Amendment of Access, Drainage and Maintenance Easement:* In the event that the engineering and design plans approved by the Association include permanent improvements or create access or other needs that are in areas not included in the Access, Drainage and Maintenance Easement, the Association agrees that it will execute and deliver an amendment to the Access, Drainage and Maintenance Easement to subject any such areas in the Access, Drainage and Maintenance Easement.
- f. *Reconstruction of Drainage System:* Following the approval of the engineering and design plans and specifications by the Association, the Association's delivery of any needed temporary easements for access and construction, the Town shall complete the reconstruction of the Drainage System, or any part of it, as soon as is practical, taking into account the threat presented by the cause of the Casualty, the existence of any general emergency affecting the Town, the existence of other Emergencies and Casualties and availability of funding. Other than the expenses identified in subsection (b) of this Article 8, the Town may seek reimbursement for any costs incurred by the Town as a result of any Casualty from Storm Water Utility Service Fees, bond, any government aid and assistance programs, or the Association, if the Association is responsible for all or any part of the Casualty.

9. **Maintenance of Drainage System by the Association:** Nothing herein shall prohibit the Association from performing any Project in advance of the time that any such Project is scheduled as a part of the Town's Storm Water Utility Project Prioritization and Annual Budget Process, if the Association determines that it is in its interest to do so. Other than in the case of an Emergency (addressed in Article 10, below), or a Casualty (addressed in Article 8, above), the Association shall be entitled to reimbursement, in an amount up to the amount budgeted by the Town for the Project but not exceeding the actual cost to the Association, from Storm Water Utility Service Fees, in the fiscal year that such Project is scheduled to be done as a part of Town's Storm Water Utility Project Prioritization and Annual Budget Process, as follows;

- a. The Association shall submit its plans, quantities, and specifications for any Project to the Town.
- b. The Town shall grant its written approval to the Association to complete the Project unless it determines that:
 - i. The plan and work proposed by the Association will not correct the existing Qualifying Drainage System Deficiency; or,
 - ii. The scope of the proposed work exceeds what is necessary to correct the existing Qualifying Drainage System Deficiency,
- c. Upon receipt of the Town's written approval, the Association shall bid the work in accordance with the Town's Procurement Code, § 11-

1-111, *Municipal Code of The Town of Hilton Head Island, South Carolina* (1983), as the same may be amended from time to time.

- d. Any changes in the approved scope of work for the Project resulting in additional work or cost to the Town must be approved in writing by the Town prior to commencement of any additional work.
- e. The Association shall notify the Town at least seventy-two (72) hours prior to the commencement of work on the Project and at any key junctures of the work where the Town may need to inspect the work.
- f. Upon completion of the Project, the Town shall inspect the Project and provide the Association written approval or rejection of the Project.
- g. If the Project is approved by the Town, the Association shall submit to the Town its request for reimbursement, which shall include full documentation of the bid and procurement of the work to complete the Project, the contract for the work to complete the Project, the construction plans, details and as-built surveys or drawings, measurements, dated inspection reports, photographs of the work in progress, documentation of the payments made by the Association, any required test reports and the Association's written certification that the Project was completed in accordance with the approved plans and specifications.
- h. The Town shall thereafter budget funds for reimbursement to the Association from Storm Water Utility Service Fees in the fiscal year

that the Project would have otherwise been scheduled in the Town's Storm Water Utility Project Prioritization and Annual Budget Process. The schedule for reimbursement shall depend upon the Project ranking when compared to all other Projects as determined in the Town's Storm Water Utility Project Prioritization and Annual Budget Process and may be moved forward into a future budget year as a result. The Association acknowledges that the Town has no obligation to reimburse the Association for any Project in the fiscal year following the Association's completion of the Project, or in any other particular fiscal year.

10. **Emergency Work by the Association:** If for any reason, the Town is unable to repair or correct the damage caused by an Emergency in a time frame that is acceptable to the Association, the following shall apply:
 - a. The Association shall consult with the Town to determine a cost-efficient scope and extent of work necessary to repair or correct the damage caused by the Emergency, and the means, methods and materials needed to accomplish the same. The TOWN must approve in writing, the scope and plans for the work and procurement of construction services, prior to the commencement of work. The Association is not required to bid the work but if the Association chooses to bid the work, the Association shall bid the work in accordance with the Town's Procurement Code, § 11-1-111, *Municipal*

Code of The Town of Hilton Head Island, South Carolina (1983), as the same may be amended from time to time.

- b. The Association shall complete the work that is necessary to repair or correct the damage caused by the Emergency.
- c. The Association shall, whenever possible, notify the Town at least seventy-two (72) hours prior to the commencement of work and at any key junctures of the work whereas the Town may need to inspect the work.
- d. Upon completion of the work that has been authorized and approved by the Town, the Association shall submit to the Town a request for reimbursement, which shall include full documentation of the bid and procurement documents for the work, the contract for the work, construction plans, details and as-built surveys or drawings, measurements, dated inspection reports, photographs of the work done and documentation of the payments made, any required test reports and the Association's written certification that the work was completed in accordance with the approved plans and specifications and state the date the work was completed.
- e. The Town shall approve the Association's request for reimbursement unless it determines that the requested reimbursement includes work other than the work authorized and approved by the Town.

- f. Within three (3) fiscal years following the Town's approval of the Association's request for reimbursement, the Town shall reimburse the Association in the amount approved.
 - g. Requests for reimbursement by the Association be submitted to the Town within three years following the completion of the work by the Association. The failure to submit the request for reimbursement to the Town within three years following completion of the Work shall bar any reimbursement for the work.
11. **No Guarantees Regarding Flooding:** The Association acknowledges that the Town's performance of its obligations under this Agreement does not guarantee or insure that property within the Development will be free of events of flooding or erosion, and that the Town does not represent or warrant to the Association that the performance of the Town's obligations under this Agreement will operate to prevent events of flooding or erosion within the Development.
12. **Waiver of Storm Water Service Fee Credit:** Upon the execution and delivery of this Agreement, and for and during the term or any extensions hereof, the Association acknowledges it shall not be entitled to receive and hereby waives any Storm Water Service Fee Credit from Beaufort County or the Town with respect to any real property located within the limits of the Development, for and during the term of this Agreement or any renewal of this Agreement.
13. **Term:** This Agreement shall remain in place for ten years from the date of execution and shall renew automatically for successive two (2) year terms beginning July 1 each year thereafter, unless either Party notifies the other, in

writing, of its intention to terminate this Agreement. Any such notice shall be delivered not less than two hundred and seventy (270) days prior to the end of the Town fiscal year (June 30) at the end of the then-current term in which such Party wishes to terminate the Agreement. Upon delivery of such notice, this Agreement shall terminate at midnight on June 30th of the fiscal year in which the notice is delivered (for example, if notice is given February 1, 2020, the Agreement would terminate on June 30, 2021). The parties shall thereafter execute and deliver such documents as may be necessary to cancel the Access, Drainage and Maintenance Easement delivered pursuant to this Agreement.

- a. **Superseding Legislation:** In the event that the South Carolina General Assembly enacts legislation prohibiting the ability of local governments to impose and collect Storm Water Service Fees, then this Agreement shall terminate.

14. **Representation and Warranties of the Association:**

The Association represents and warrants:

- a. That any and all necessary approvals and/or resolutions have been obtained, that it has the full authority to execute, deliver and perform this Agreement and to execute and deliver the Access, Drainage and Maintenance Easement to be delivered pursuant to this Agreement, and that the individual(s) executing such documents have full power and authority to bind the Association to the same.
- b. That it is not now a party to any litigation affecting the property burdened by the easements herein which could impair the

obligations of the Association under this Agreement or the Access, Drainage and Maintenance Easement, and the Association knows of no litigation or threatened litigation affecting their ability to grant said easements.

- c. That as to any pipes or other portions of the Drainage System as shown on Exhibit "A" hereto which are located in whole or in part on private residential lots, the Association has full authority under the Covenants to convey or assign to the Town the rights contemplated in this Agreement and the Access, Drainage and Maintenance Easement.

15. **Town Representation and Warranties:**

The Town represents and warrants to the Association:

- a. As is shown by the Resolution of the TOWN that is attached hereto as Exhibit "D", the Town represents that it has the power and authority to enter into this Agreement and complete its obligations hereunder; and,
 - b. That it is not now a party to any litigation which could impair the obligations of the Town under this Agreement, and the Town knows of no litigation or threatened litigation affecting its ability to perform hereunder.
16. **Taxes:** The Association shall ensure payment, prior to delinquency, all taxes on Association properties within the Development burdened by the easements granted under this Agreement.

17. **Default:** The Town and the Association agree that in the event of a default or breach of any provision or term of this Agreement, the non-defaulting party or parties shall give written notice to the defaulting party or parties of the default or breach. In the event that the defaulting party or parties fail to cure the default or breach within thirty (30) days of the date of the written notice specifying the default or breach, unless a non-monetary default or breach cannot reasonably be cured within said thirty (30) day time period, then said period shall be reasonably extended, up to one hundred and twenty (120) days, then the non-defaulting party or parties shall be entitled to pursue any remedy at law or in equity against the defaulting party or parties, including but not limited to an action for damages, injunction or specific performance of this Agreement.
18. **Attorney's Fees:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default or misrepresentation in connection with any of the provisions or terms of this Agreement, the prevailing party or parties shall be entitled to seek recovery of its or their reasonable attorney's fees and any costs incurred as a result of any such action or proceeding, whether incurred before the commencement of suit or after the commencement of suit, and including appellate proceedings, in addition to any other relief to which the prevailing party or parties is or are entitled.
19. **General Provisions:**
- a. *Binding Effect:* This Agreement shall inure to the benefit of and be binding upon the Association and the Town, and their respective successors and assigns.

- b. *Amendment, Changes and Modifications:* Except as is otherwise provided herein, this Agreement may not be modified, amended, changed, or altered without the written consent of the TOWN and the Association.
- c. *Severability:* In the event that any term or provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.
- d. *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
- e. *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- f. *Captions:* The captions or headings used herein are for convenience only and in no way define, limit, expand or describe the scope or intent of any term or provision of this Agreement.
- g. *Plural/Singular:* Where appropriate, the use of the singular herein shall be deemed to include the plural, and the use of the plural herein shall be deemed to include the use of the singular.
- h. *No Third-Party Beneficiaries:* The Town and the Association affirmatively represent that this Agreement is made solely for the benefit of the Parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a

signature party hereto. It is the express intent of the Town and the Association that no other party shall have any enforceable rights hereunder, or any right to the enforcement hereof, or to any claim for damages as a result of any alleged breach hereof.

- i. *Notices:* All notices, applications, requests, certificates, or other communications required hereunder shall be sufficiently given and shall be deemed given on the date when such is delivered in person, or deposited in the United States Mail, by regular first-class mail, postage prepaid, at the following addresses, or at such other address as may be designated, in writing, by the Parties:

To the Town: The Town of Hilton Head Island, SC
 Attn: Marc Orlando, Town Manager
 One Town Center Court
 Hilton Head Island, SC 29928

To the Association: Cedar Woods Owners'
 Association, Inc.
 PO Box 6406
 Hilton Head Island, SC 29938

- j. *No Waiver:* No failure of any Party hereto to exercise any power or right given to such Party hereunder, or to insist on strict compliance by any other Party of its obligations hereunder, and no custom or practice of the Parties at variance with the terms and provisions hereof shall constitute a waiver of any Party's right to thereafter demand strict compliance with the terms of this Agreement.

k. *Further Assurances and Corrective Documents:* The TOWN and the Association agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect to the terms and provisions hereof. The Town and the Association agree that each shall, upon request, execute and deliver such other or further or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the terms and provisions hereof.

In Witness Whereof, The Town of Hilton Head Island, South Carolina; and Cedar Woods Owners' Association, Inc., by and through their duly authorized officers, have executed and delivered this Agreement as of this ____ day of _____, 202__.

SIGNATURES BEGIN ON NEXT PAGE

WITNESSES:

Cary Adams

[Signature]

Cedar Woods Owners' Association, Inc.

By: Lesli Ford

Its: President

Attest: _____

Its: _____

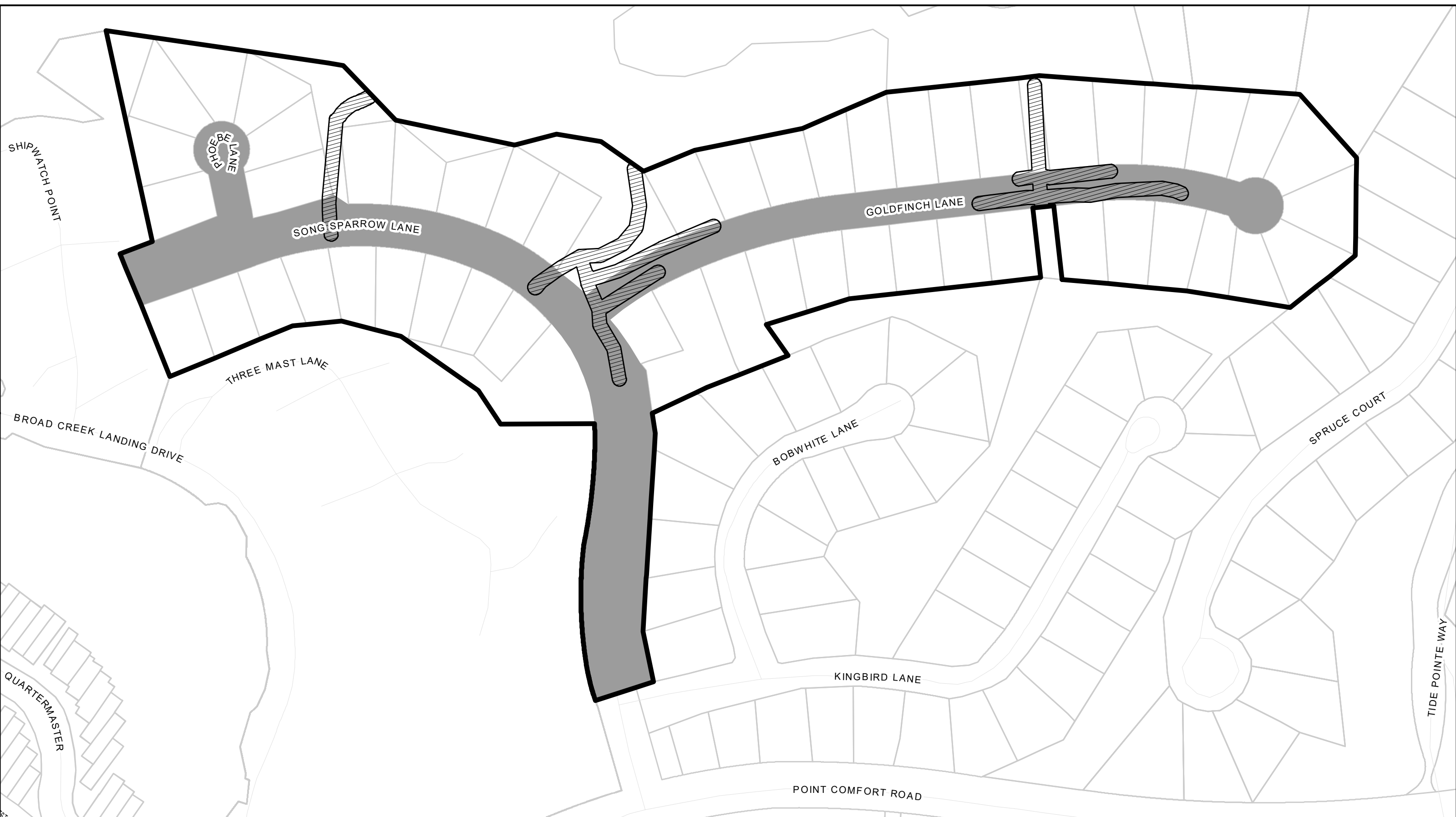
THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____
Alan Perry, Mayor

Attest: _____
Marc Orlando, Town Manager

List of Exhibits

- Exhibit A Map depicting the limits of the Access, Drainage and Maintenance Easement areas and Drainage Systems covered by this Agreement
- Exhibit B Map depicting the Development covered by this Agreement
- Exhibit C Access, Drainage and Maintenance Easement
- Exhibit D Town Resolution authorizing this Agreement



 Drainage Easement Area
  Right-of-Way Area
  Cedar Woods Limits

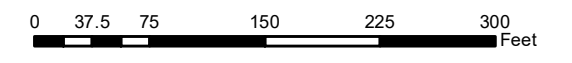
Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

Exhibit A

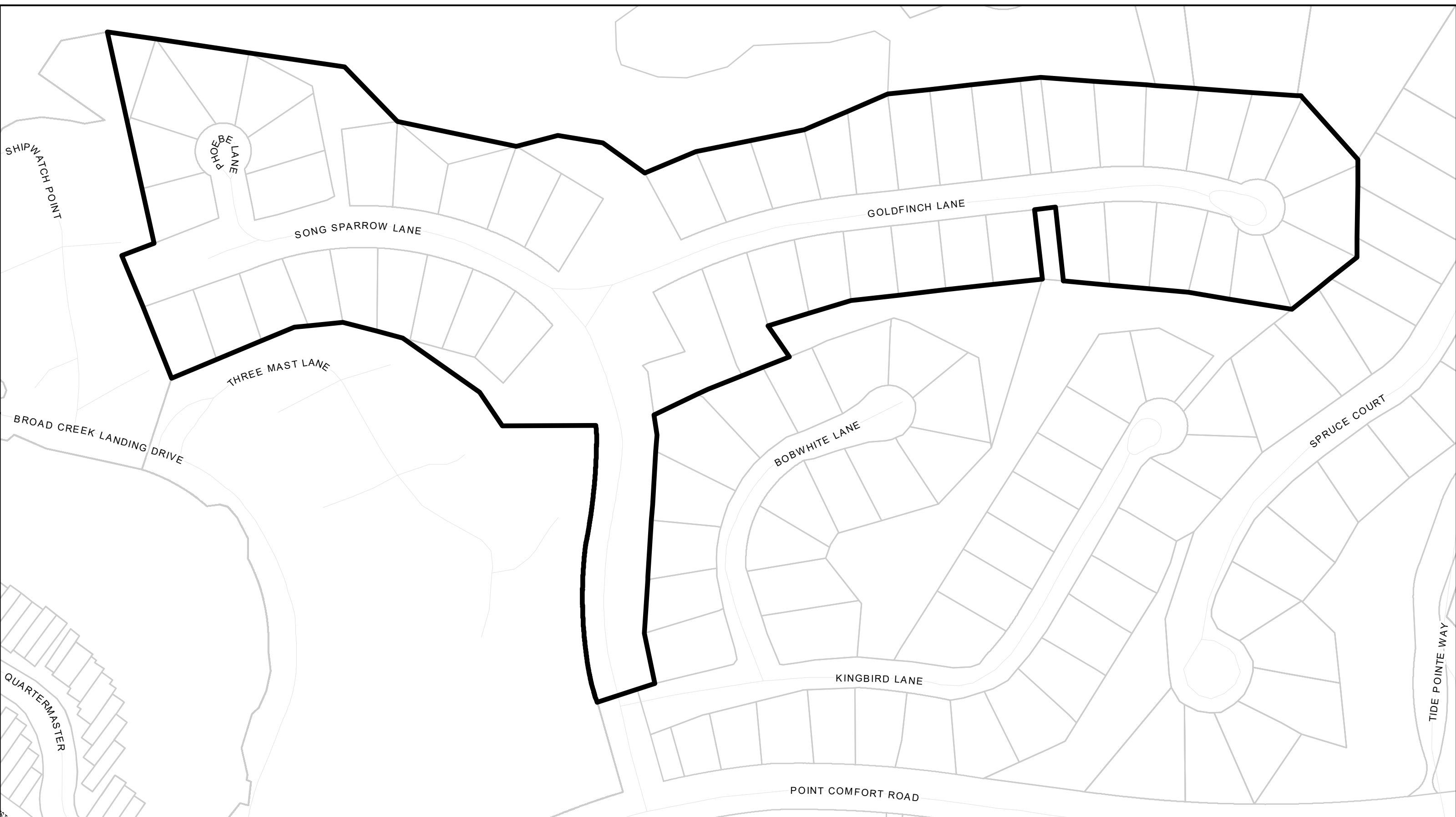
Cedar Woods

Drainage Easement Agreement Limits

Drafted on September 23, 2024



The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.

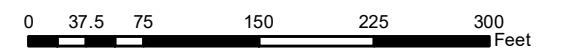


 Cedar Woods Limits

Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

Exhibit B Cedar Woods Development Boundary

Drafted on September 23, 2024



The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.

STATE OF SOUTH CAROLINA) **ACCESS, DRAINAGE AND**
) **MAINTENANCE EASEMENT**
COUNTY OF BEAUFORT)

Know all men by these presents, that Cedar Woods Owners’ Association, Inc. and the Town of Hilton Head Island, South Carolina, One Town Center Court, Hilton Head Island, SC, 29928, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Access, Drainage and Maintenance Easement, the receipt and sufficiency whereof is acknowledged, agree as follows:

1. **Defined Terms:** As used herein, the following terms shall mean:
 - (a) *Association:* Cedar Woods Owners’ Association, Inc., a South Carolina not-for-profit corporation with the full authority under the Covenants to enter into this Agreement.
 - (b) *Covenants:* Any one or more of Covenants, Conditions, and Restrictions for Cedar Woods Owners’ Association, Inc. recorded in the Office of the Register of Deeds for Beaufort County. South Carolina.
 - (c) *Development:* Cedar Woods, a planned unit development or subdivision lying and being on Hilton Head Island, Beaufort County, South Carolina, which is shown and described on the map attached as Exhibit “B” hereto.

- (d) *Drainage System:* The existing system of lagoons, ditches, canals, pipes, culverts, catch basins, drains, manholes, junction boxes, weirs, valves, gates, pumps, structures, related equipment, and related infrastructure, in the Development lying within the Easement Areas shown on the map attached hereto as Exhibit “A,” which facilitates the collection, storage and conveyance of storm and surface water runoff for public benefit through, within, and from the Development. For purposes of this Agreement, the Drainage System shall not include any bridges, docks, retaining walls, road or pathway asphalt, road or building gutters, underdrains, sub-drains, structural bulkheads, beaches, tidal banks, estuaries, or salt marshes, or driveway pipes, unless the Town, in its sole discretion deems any particular driveway pipe as critical to the function of the Drainage System.
- (e) *Emergency:* A blockage, structural or mechanical failure, collapse or other sudden catastrophic event affecting any part of the Drainage System which prevents or substantially inhibits the flow of storm and surface water through all or any part of the Drainage System, or which otherwise results in an imminent peril to life or property.
- (f) *Permanent Structure:* Any immovable structure, including, but not limited to, buildings, sheds, pavilions, walls, masonry structures, tennis courts, and swimming pools, including swimming pool decks.
- (g) *Town:* The Town of Hilton Head Island, South Carolina.

2. *Grant of Easements:* The Association does hereby grant, transfer, sell and convey to the Town, and its agents, assigns, employees and contractors, and their vehicles, machinery, and equipment, and create and establish for the benefit of the Town, the following easements:

(a) A non-exclusive Access Easement on, over and across any roads and streets within the Development, and on, over and across any property owned by the Association encumbered by all or any part of the Drainage System. This Access Easement includes a non-exclusive and partial assignment of any and all easement rights for access held by the Association, under the Covenants or any other declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through.

(b) A non-exclusive Maintenance Easement on, under, over, through and across any property of the Development, encumbered by all or any part of the Drainage System. This Maintenance Easement includes a non-exclusive and partial assignment of any and all easement rights for maintenance, construction, or otherwise, held by the Association under the Covenants or any other declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through. This Maintenance Easement shall include all facilities or structures directly related to the collection, storage

and conveyance of storm and surface water now or hereafter existing within the Development, and sufficient property beside or over any part of the Drainage System as shown on Exhibit "A" to allow for excavation and any other work necessary to improve, repair or maintain the Drainage System.

(c) A non-exclusive Drainage Easement for the conveyance of any storm and surface water originating from within or without the boundaries of the Development through the Drainage System, at such rates and in such amounts as may occur from time to time.

(d) This Drainage Easement includes a non-exclusive and partial assignment of any and all easement rights for drainage held by the Association under the Covenants or any other recorded declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through; provided however, that the Town shall provide timely written notification to the Association of any potentially disruptive improvements and/or modifications to the systems conveying storm and surface water originating without the boundaries of the Development and through the Development Drainage System.

3. This Access, Drainage and Maintenance Easement is granted and accepted subject to the following:

(a) The Town agrees that the use of the easements granted herein shall be restricted to the hours of 7:00 o'clock, A.M., to 5:00 o'clock, P.M.,

Monday through Friday excluding public holidays, except in the event of an Emergency.

(b) Other than in the case of an Emergency, the Town and the Association shall determine the scheduling of any work to be performed hereunder, on its or their property, in advance of the commencement of the work.

(c) This Access, Drainage and Maintenance Easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by the Association, their successors and assigns, to utilize their property at any time, in any manner, and for any purpose, provided, however, that such use by the Association shall not be inconsistent with nor prevent the full utilization by the Town of the rights and privileges granted herein.

(d) The Town agrees to plan, lay out, and execute or build improvements, make repairs, and otherwise maintain the Drainage System, and further agrees that the Town's exercise of the rights granted in this Access, Drainage and Maintenance Easement shall be under the exclusive control of the Town and that the Town shall at all times comply with all applicable laws, rules, codes, and regulations.

(e) The Association shall not erect any Permanent Structure on, under, over, through and across any property of the Development encumbered by all or any part of the Drainage System without the Town's prior written approval, which approval shall not be unreasonably withheld. The

Association shall not impede, obstruct, or allow to be obstructed, the natural flow of storm and surface water runoff through the Drainage System; provided, however, that the Association shall have a continuing obligation under the Covenants to repair and maintain various improvements located within the Common Properties (lagoons and lagoon banks, roads, pathways, utilities, etc.), and this Agreement is not intended to in any way restrict or limit the Association from taking reasonable actions to perform said obligations.

(f) The rights conveyed under this Access, Drainage and Maintenance Easement are limited to the parties and purposes stated herein. This Access, Drainage and Maintenance Easement conveys no rights of access or otherwise to the general public.

4. The Association acknowledges that the Town shall have no obligation to perform or pay for any work to repair, improve or maintain the appearance or appeal of the lagoons, banks of lagoons, landscaping, drains, canals, or other visible components of the Drainage System, including, but not limited to, structures, bridges, bulkheads, pipes, culverts, valves, and gates.

5. The Town agrees to cause all work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to the Grantor, its successors, assigns, invitees, guests, licensees, and agents. The Town further agrees to cause the work contemplated hereunder to be completed in an expeditious and timely fashion, and that all materials, debris, and construction materials shall be promptly removed. The Town shall restore any other part of the property of the Association which may be damaged as a

result of the Town's exercise of the rights granted hereunder to its pre-existing state.

6. The Town hereby warrants to the Association that the granting of this Access, Drainage and Maintenance Easement will not affect any "set back" lines with respect to any property currently owned by the Association.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto the Town of Hilton Head Island, South Carolina, its successors, and assigns, forever.

In Witness whereof, the parties hereto have caused the within Access, Drainage and Maintenance Easement to be executed by their duly authorized officers as of this _____ day of _____, 202__.

WITNESSES:

Cedar Woods Owners' Association, Inc.

Cary D Adams
[Signature]

By: Leslie Ford, President
cedar woods

Attest: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

UNIFORM ACKNOWLEDGMENT
S.C. CODE § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that Leslie Ford
personally appeared before me on this day and duly acknowledged the execution of the
foregoing instrument on behalf of Cedar Woods Owners' Association, Inc..

Sworn to and Subscribed before me
on this 23rd Day of October, 2024.

Sandra E. Orage
Notary Public for South Carolina
My Commission Expires: 03/26/2028



WITNESSES:
SOUTH CAROLINA

THE TOWN OF HILTON HEAD ISLAND,

By: _____
Alan Perry, Mayor

Attest: _____
Marc Orlando, Town Manager

STATE OF SOUTH CAROLINA

)

UNIFORM ACKNOWLEDGMENT

)

COUNTY OF BEAUFORT

)

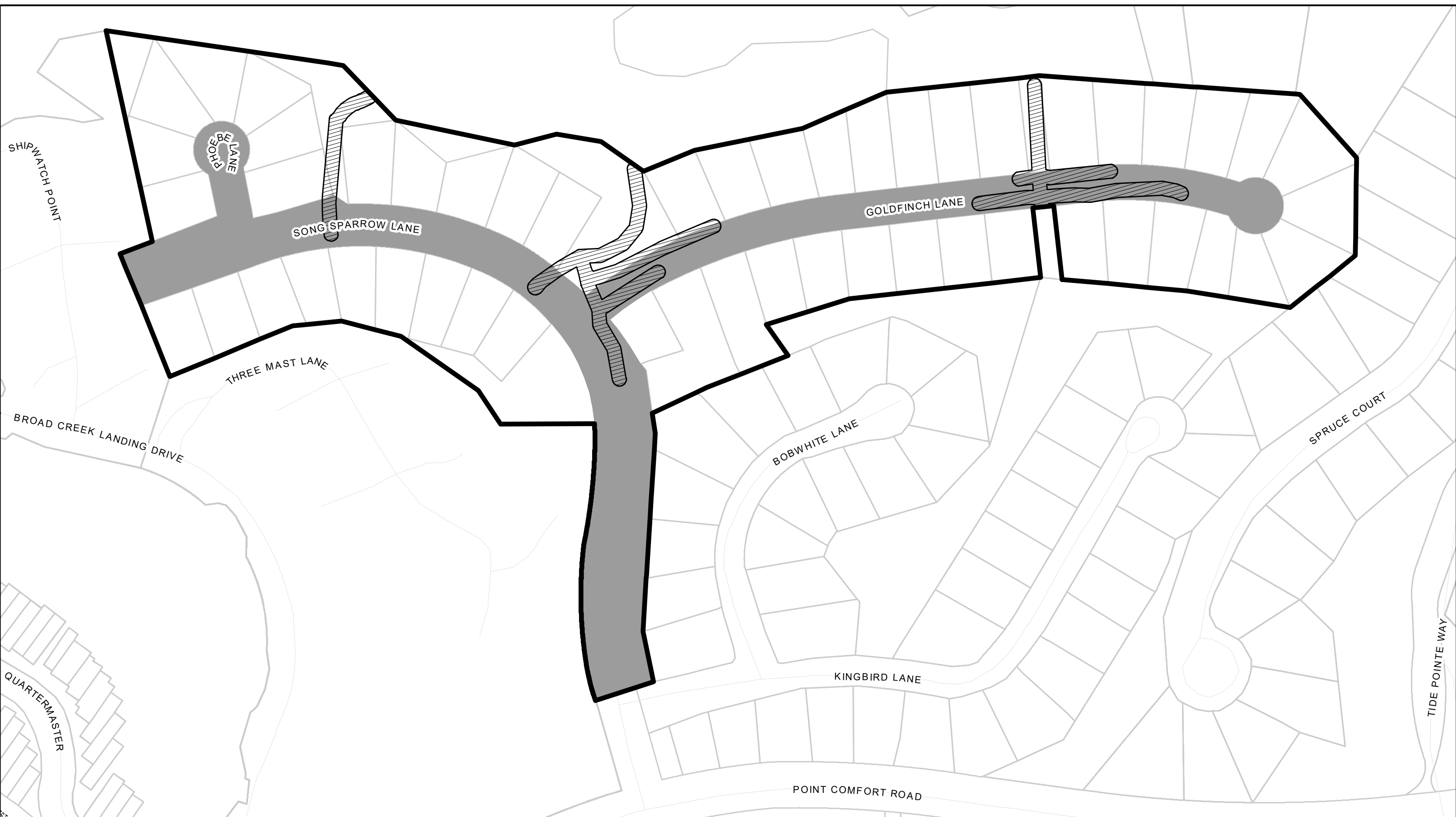
S.C. CODE § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that Alan Perry and Marc Orlando personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of The Town of Hilton Head Island, South Carolina.

Sworn to and Subscribed before me
on this _____ Day of _____, 202__.

Notary Public for South Carolina

My Commission Expires: _____



 Drainage Easement Area
  Right-of-Way Area
  Cedar Woods Limits

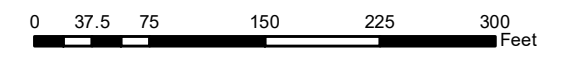
Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.


Exhibit A

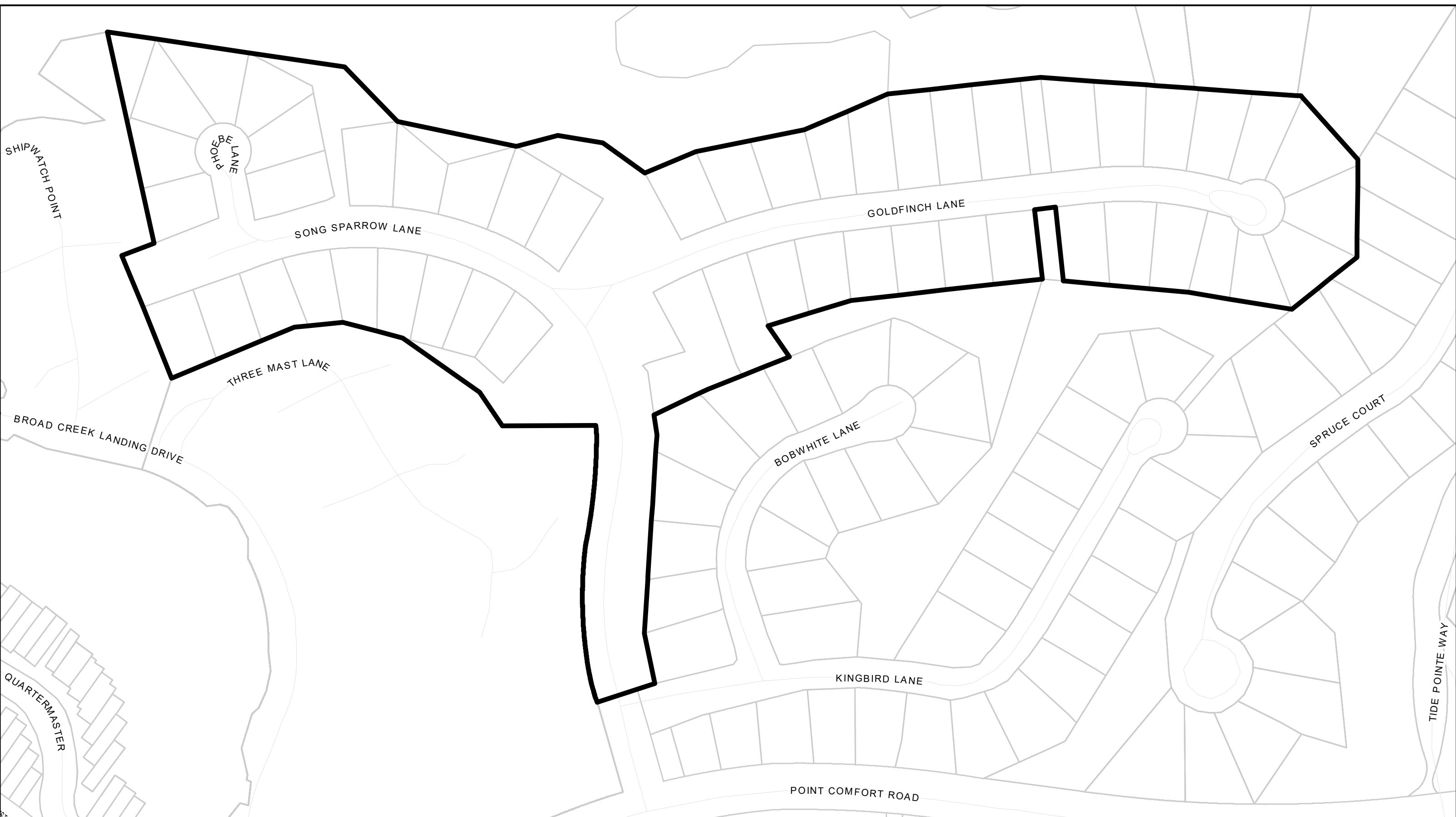
Cedar Woods


Drainage Easement Agreement Limits

Drafted on September 23, 2024




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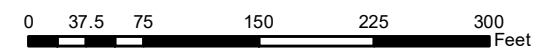


 Cedar Woods Limits

Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

Exhibit B Cedar Woods Development Boundary

Drafted on September 23, 2024



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TOWN OF HILTON HEAD ISLAND

Community Development & Public Services Committee

TO: Community Development & Public Services Committee
FROM: Jeff Netzinger, Engineering and Projects Director
VIA: Shawn Gillen, Interim Assistant Town Manager
Curtis Coltrane, Town Attorney
CC: Marc Orlando, Town Manager
Shawn Leinginger, Deputy Town Manager
John Troyer, Interim Finance Director
DATE: October 20, 2025
SUBJECT: Consideration of a Resolution Authorizing the Public Dedication and Acceptance of the Private Road Rights of Way for Song Sparrow Lane, Phoebe Lane, and Goldfinch Lane from Cedar Woods Owners' Association, Inc.

RECOMMENDATION:

Staff recommends the consideration of a Resolution (**Attachment 1**) authorizing the public dedication and acceptance of the private road rights of way for Song Sparrow Lane, Phoebe Lane, and Goldfinch Lane from Cedar Woods Owners' Association, Inc.

BACKGROUND:

The Town Attorney received a letter dated July 23, 2025, from the Cedar Woods Owners' Association requesting Town acceptance and conveyance of three (3) private roads including Song Sparrow Lane, Phoebe Lane, and Goldfinch Lane and a drainage system owned by the Association in accordance with the Association's governing covenants (**Attachment 2**). Justification for this request cited in the letter included excessive ongoing maintenance costs incurred by the Association exceeding the logistical and financial capacity of the small neighborhood. The letter also noted that the roads (including Kingbird Lane and Bobwhite Lane) and the drainage system of Point Comfort Woods, a neighboring community, were previously accepted by the Town (in 2001), making consistent (Town) oversight more essential for effective stormwater management. An exhibit depicting the boundary of the Cedar Woods POA is included at **Attachment 3**.

The Town Attorney drafted a Limited Warranty Deed providing the mechanism for the public dedication and acceptance of Song Sparrow Lane, Phoebe Lane, and Goldfinch Lane from Cedar Woods Owners' Association, Inc. that was subsequently executed by the Board of Directors on August 13, 2025 (**Attachment 4**). The referenced plat (Plat Book 22, Page 119) is included at **Attachment 5**.

Acceptance of these roads will benefit and promote the general health, safety, and welfare of the citizens, residents, property owners and businesses in the Town.

Acceptance of Song Sparrow Lane, Phoebe Lane, and Goldfinch Lane would add approximately one-half mile of roadway to the Town's roadway inventory, increasing the total lane mileage from 16.0 to 16.5 miles. Staff estimates the average annual cost to the Town including routine maintenance, repair, and periodic pavement rehabilitation would equate to \$25,000.

SUMMARY:

The Town Attorney received a letter dated July 23, 2025, from the Cedar Woods Owners' Association requesting Town acceptance and conveyance of three (3) private roads including Song Sparrow Lane, Phoebe Lane, and Goldfinch Lane and a drainage system owned by the Association. Acceptance of these roads will benefit and promote the general health, safety, and welfare of the citizens, residents, property owners and businesses in the Town. Acceptance of these roads would add approximately one-half mile of roadway to the Town's roadway inventory, increasing the total lane mileage from 16.0 to 16.5 miles. Staff estimates the average annual cost to the Town including routine maintenance, repair, and periodic pavement rehabilitation would equate to \$25,000.

ATTACHMENTS:

1. Draft Town Resolution
2. 07/23/2025 Letter from Cedar Woods to the Town Attorney
3. Cedar Woods POA Boundary
4. Limited Warranty Deed executed by the Cedar Woods Board on 08/13/2025
5. Reference Plat (Plat Book 22, Page 119)

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

A RESOLUTION BY THE TOWN OF HILTON HEAD ISLAND TOWN COUNCIL AUTHORIZING THE ACCEPTANCE OF THE CONVEYANCE OF A DRAINAGE EASEMENT ON GARDNER DRIVE FROM BEAUFORT COUNTY, SOUTH CAROLINA

BE IT RESOLVED, AND IT HEREBY IS RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THAT:

Section 1. Findings and Conclusions.

- a. In the year 2001, the Town of Hilton Head Island, South Carolina (herein, the “Town”), accepted title to two roadways in the “Cedar Woods” subdivision, known as “Bobwhite Lane” and “Kingbird Lane.”
- b. There are three roadways remaining in private ownership in the Cedar Woods, known as “Song Sparrow Lane,” “Phoebe Lane” and “Goldfinch Lane.”
- c. The “Cedar Woods Owners’ Association, Inc., has requested that the Town take ownership of “Song Sparrow Lane,” “Phoebe Lane” and “Goldfinch Lane,” and has executed a deed by which the roads will be conveyed to the Town upon acceptance by the Town.
- d. The Town Council finds that public ownership of “Song Sparrow Lane,” “Phoebe Lane” and “Goldfinch Lane” is in the best interests of the Town, and that such will benefit and promote the general health, safety and welfare of the citizens, residents, property owners and businesses in the Town.

Section 2. Acceptance of Conveyance.

- a. The Town Council authorizes the Town Manager and Town Attorney to accept and record the “Limited Warranty Deed” for “Song Sparrow Lane,” “Phoebe Lane”

and “Goldfinch Lane” from the Cedar Woods Owners’ Association Inc., a copy of which is attached hereto as Exhibit “A.”

b. The Town Manager is authorized to take all actions necessary to provide for the maintenance of “Song Sparrow Lane,” “Phoebe Lane” and “Goldfinch Lane.”

Section 3. Severability.

a. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Effective Date.

a. This resolution shall be effective immediately upon its adoption.

MOVED, APPROVED, AND ADOPTED ON THIS 21st DAY OF OCTOBER, 2025.

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

**EXHIBIT "A" TO RESOLUTION AUTHORIZING ACCEPTANCE OF ROADWAYS
IN CEDAR WOODS SUBDIVISION**

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) LIMITED WARRANTY DEED

Whereas, Cedar Woods Owners’ Association, Inc., is established and operates under the authority of the “Declaration of Covenants, Conditions and Restrictions Applicable to Cedar Woods Owners’ Association” (the “Declaration”), which is recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 351 at Page 1396; and,

Whereas, Article III(e) of the Declaration authorizes Cedar Woods Owners’ Association, Inc., to convey all or any part of the Common Area in Cedar Woods, which includes the road rights of way known as “Song Sparrow Lane,” “Phoebe Lane” and “Goldfinch Lane,” to any public agency, authority or utility for such purposes and on such conditions as may be agreed to by the members, provided that any such conveyance is approved by an affirmative vote of two-thirds of the members; and,

Whereas, there are a total of fifty (50) lots in Cedar Woods; and,

Whereas, at a duly called meeting of the membership of the Cedar Woods Owners’ Association, Inc., taking place on July 23, 2025, the ownership of thirty nine (39) of the fifty (50) lots in Cedar Woods voted to authorize the conveyance of “Song Sparrow Lane,”

“Phoebe Lane” and “Goldfinch Lane” to the Town of Hilton Head Island, South Carolina;
and,

Whereas, the thirty nine (39) affirmative votes exceeded two-thirds of the membership.

Now, therefore, know all persons by these presents, that Cedar Woods Owner’s Association, Inc., in the State aforesaid and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to them in hand paid at and before the execution, sealing and delivery of these presents, by the Town of Hilton Head Island, South Carolina, having an address of One Town Center Court, Hilton Head Island, SC, 29928, in the State aforesaid, the receipt whereof is hereby acknowledged, subject to the easements, restrictions, and conditions set forth in the legal description below, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release to the Town of Hilton Head Island, South Carolina, in fee simple, its successors and assigns, forever the following property:

All those certain road rights of way lying and being in Cedar Woods, Hilton Head Island, Beaufort County, South Carolina, known as “Song Sparrow Lane,” “Phoebe Lane” and “Goldfinch Lane.” “Song Sparrow Lane Lane” is shown and described as “60’ R/W” on a Plat prepared by William M. Warwick, S. C. Certified Land Surveyor 4378, entitled “A Plat of Point Comfort Woods, Phase I, II and III,” dated September 9, 1971, last revised May 11, 1973, and recorded on June 25, 1974, in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 22 at Page 119. “Phoebe Lane” is shown and described as “Cardinal Road 50’ R/W” on a plat prepared by Jerry L. Richardson, SCRLS 4784, entitled “A Plat of Cedar Woods Lots 21-58 and 79-90,” dated November 12, 1981, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, on May 28, 1982, in Plat Book 30 at Page 119, and is also shown and described as “50’ R/W” on the above described Plat recorded in Plat Book 22 at Page 119. “Goldfinch Lane” is shown and described as “Goldfinch Lane 50’ R/W” on a plat prepared by Jerry L. Richardson, SCRLS 4784, entitled “A Plat of Cedar Woods Lots 21-58 and 79-90” dated November 12, 1981, and recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, on May 28, 1982, in Plat Book 30 at Page 119, and also shown and

described as “50’ R/W” on the above described Plat recorded in Plat Book 22 at Page 119.

This conveyance is made subject to all applicable covenants, conditions, limitations, easements, affirmative obligations, etc., recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

This being a part of the property conveyed to Cedar Woods Owners’ Association by Deed of Property Research Holdings, Inc., recorded on December 19, 1990, in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 567 at Page 237.

This Deed was prepared in the law office of Coltrane & Wilkins, LLC, Post Office Box 6808, Hilton Head Island, South Carolina, 29938, by Curtis L. Coltrane.

A Part of TMS# R 550 014 000 0925 0000

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

To Have and to Hold, all and singular, the said Premises before mentioned to the Town of Hilton Head Island, South Carolina, in fee simple, its successors and assigns forever.

Cedar Woods Owner’s Association, Inc. does hereby bind it and its successors and assigns, to warrant and forever defend, all and singular, the said Premises to the Town of Hilton Head Island, South Carolina, and assigns as herein above provided, against Cedar Woods Owners’ Association, Inc., and its successors and assigns, or to claim the same or any part thereof.

Witness the hand and seal of the duly authorized officers of Cedar Woods Owners' Association, Inc., on this 13 day of August, 2025.

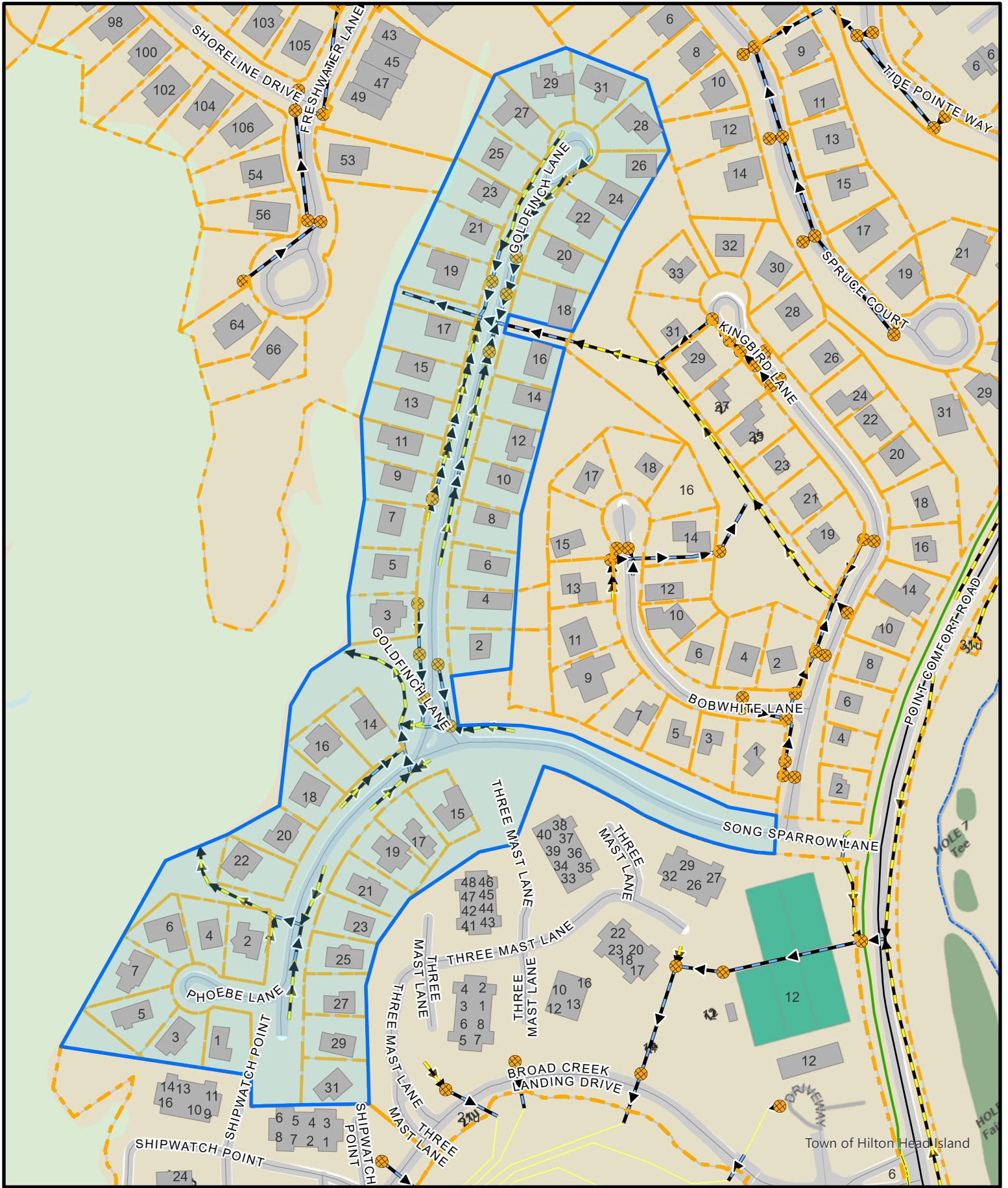
WITNESSES:

CEDAR WOODS OWNERS'
ASSOCIATION, INC.

Kimberly Borth
Print Name: Kimberly Borth By: Leslie Ford
Leslie Ford, Board Member

By: Allison Y. Roberts
Allison Y. Roberts, Board Member

Laurie Parsons
Print Name: Laurie Parsons By: Agnes E. Schmidt
Agnes E. Schmidt, Board Member



Town of Hilton Head Island
 ONE TOWN CENTER COURT
 HILTON HEAD ISLAND, S.C. 29928
 PHONE (843) 341-4600

Attachment 3 Cedar Woods POA Boundary October 20, 2025

1 inch = 200 feet



STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) LIMITED WARRANTY DEED

Whereas, Cedar Woods Owners' Association, Inc., is established and operates under the authority of the "Declaration of Covenants, Conditions and Restrictions Applicable to Cedar Woods Owners' Association" (the "Declaration"), which is recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 351 at Page 1396; and,

Whereas, Article III(e) of the Declaration authorizes Cedar Woods Owners' Association, Inc., to convey all or any part of the Common Area in Cedar Woods, which includes the road rights of way known as "Song Sparrow Lane," "Phoebe Lane" and "Goldfinch Lane," to any public agency, authority or utility for such purposes and on such conditions as may be agreed to by the members, provided that any such conveyance is approved by an affirmative vote of two-thirds of the members; and,

Whereas, there are a total of fifty (50) lots in Cedar Woods; and,

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"Phoebe Lane" and "Goldfinch Lane" to the Town of Hilton Head Island, South Carolina;
and,

Whereas, the thirty nine (39) affirmative votes exceeded two-thirds of the membership.

Now, therefore, know all persons by these presents, that Cedar Woods Owner's Association, Inc., in the State aforesaid and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to them in hand paid at and before the execution, sealing and delivery of these presents, by the Town of Hilton Head Island, South Carolina, having an address of One Town Center Court, Hilton Head Island, SC, 29928, in the State aforesaid, the receipt whereof is hereby acknowledged, subject to the easements, restrictions, and conditions set forth in the legal description below, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release to the Town of Hilton Head Island, South Carolina, in fee simple, its successors and assigns, forever the following property:

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described as "50' R/W" on the above described Plat recorded in Plat Book 22 at Page 119.

This conveyance is made subject to all applicable covenants, conditions, limitations, easements, affirmative obligations, etc., recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

This being a part of the property conveyed to Cedar Woods Owners' Association by Deed of Property Research Holdings, Inc., recorded on December 19, 1990, in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 567 at Page 237.

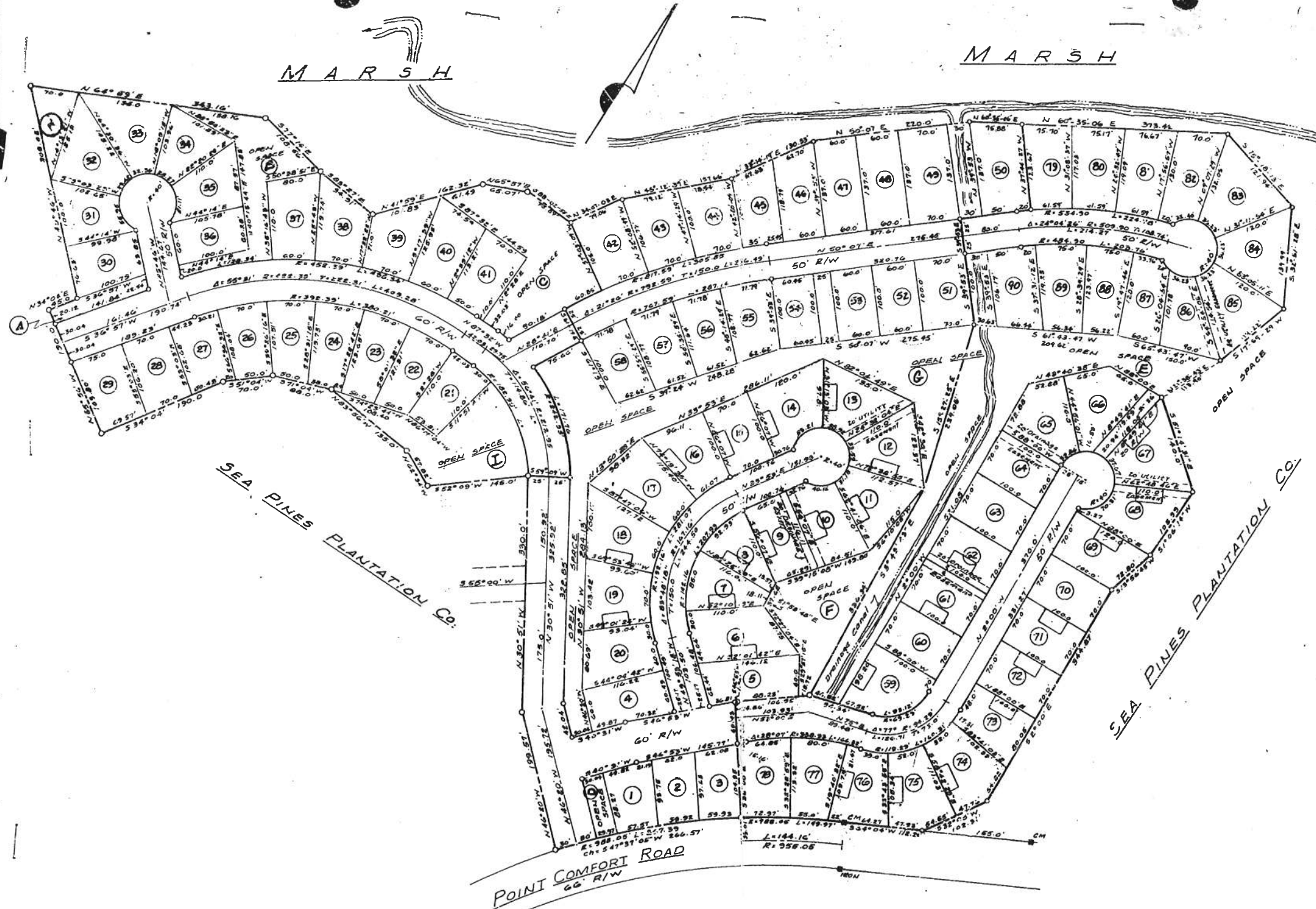
This Deed was prepared in the law office of Coltrane & Wilkins, LLC, Post Office Box 6808, Hilton Head Island, South Carolina, 29938, by Curtis L. Coltrane.

A Part of TMS# R 550 014 000 0925 0000

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

To Have and to Hold, all and singular, the said Premises before mentioned to the Town of Hilton Head Island, South Carolina, in fee simple, its successors and assigns forever.

Cedar Woods Owner's Association, Inc. does hereby bind it and its successors and assigns, to warrant and forever defend, all and singular, the said Premises to the Town of Hilton Head Island, South Carolina, and assigns as herein above provided, against Cedar Woods Owners' Association, Inc., and its successors and assigns, or to claim the same or any part thereof.



A PLAT OF
POINT COMFORT WOODS
 PHASE I, II & III
 A SECTION OF
SEA PINES PROPERTY:
 HILTON HEAD ISLAND
 SOUTH CAROLINA
 COUNTY OF BEAUFORT

RECORDED IN
 BOOK 22 PAGE 119
 6/25/74
 IN THE OFFICE OF
 CLERK OF COURT
 BEAUFORT S.C.

REPLACES PLATS IN
 BOOK PAGE

SCALE: 1"=100'-0"
 FILE:
 DATE: SEP 9, 1971
 REV. 3/22/72 WMM
 REV. 5/29/73
 REV. 5/11/75 JDC

LEGEND
 [Symbol] ZERO- LOT LINES



OPEN AREAS
 A = .072 ACRES
 B = .358 ACRES
 C = .527 ACRES
 D = .060 ACRES
 E = 1.222 ACRES
 F = .356 ACRES
 G = 1.302 ACRES
 H = .098 ACRES
 I = .448 ACRES
 TOTAL OPEN SPACE ACREAGE = 4.443

William M. Warwick
 WILLIAM M. WARWICK
 CERTIFIED LAND SURVEYOR
 S.C. LIC. No. 4878



**PLAT BOOK 22
 PAGE 119**

CD PROJ TY
 02 A3B E



TOWN OF HILTON HEAD ISLAND

Community Development & Public Services Committee

TO: Committee Members
FROM: Shawn Leininger, AICP, Deputy Town Manager
CC: Marc Orlando, ICMA-CM, Town Manager
DATE: October 13, 2025
SUBJECT: Discussion Regarding the Holiday Homes Neighborhood Character Overlay District Amendment Request

RECOMMENDATION:

Community Development and Public Services Committee provide direction on the Holiday Homes Neighborhood Character Overlay District Amendment request by residents of the Holiday Homes neighborhood.

BACKGROUND:

Properties within the Holiday Homes neighborhood are zoned Residential Single-Family-6 Zoning District with the Holiday Homes Neighborhood Character Overlay District. The purpose of the overlay is to provide additional zoning regulations that support the desired character of the neighborhood. These additional regulations are related to setbacks, buffers, impervious coverage, floor area ratio, parking, and minimum lot size.

In March and April of this year, three building permits were submitted and approved for the construction of new single-family homes on Oleander Street in the Holiday Homes neighborhood. Each home complies with the standards of the Residential Single-Family-6 Zoning District and the Holiday Homes Neighborhood Character Overlay District.

Multiple residents of the neighborhood have expressed concerns with the effectiveness of the overlay to provide development outcomes that reflect the character of the neighborhood. As a result, neighborhood residents requested the Town amend the Holiday Homes Neighborhood Character Overlay District.

SUMMARY OF AMENDMENT:

Holiday Homes neighborhood residents have requested proposed zoning amendments that more closely align with existing protective covenants that were shared with the Town on June 12, 2025. Among other items, these protective covenants, adopted in 1957, require homes to be single-family detached homes, not more than 2-1/2 stories in height, certain height, and garages shall not be for more than two cars. However, these

covenants do not establish a property owners association for enforcement. As a result, enforcement is left to each individual property owner. These amendments attempt to provide new and more restrictive land management regulations to better control the mass and scale of homes in accordance with the protective covenants.

Any amendment to the Holiday Homes Neighborhood Character Overlay will apply to all lots in the neighborhood. While residents that have been in contact with Town Staff are coordinating with other property owners in the neighborhood, it is not clear how many of the property owners support modifications to the overlay.

ATTACHMENTS:

1. Holiday Homes Neighborhood Location Map
2. Land Management Ordinance Section 16-3-106.J. Holiday Homes Neighborhood Character Overlay (HH-NC-O) District
3. Holiday Homes Protective Covenants
4. Potential Draft HH-NC-O District Amendment

(82)

HOLIDAY HOMES) STATE OF SOUTH CAROLINA) COUNTY OF BEAUFORT) WHEREAS, Holiday Homes is a corporation
 TO: PROTECTIVE COVENANTS) organized and existing under the laws of the State of South Carolina and is the owner of
) certain lands located on Hilton Head Island in Beaufort County, South Carolina, and
 WHEREAS, heretofore by an instrument dated April 5, 1956 and recorded in the office of the Clerk of Court for Beaufort
 County, South Carolina in Deed Book 78 at page 325, Block 1 of Section A of a subdivision on Hilton Head Island in Beau-
 fort County, South Carolina, known as Holiday Homes Subdivision, was made subject to certain protective covenants and
 it is now the desire of Holiday Homes to make the remaining portion of said section A of Holiday Homes Subdivision sub-
 ject to the same restrictions and protective covenants., NOW THEREFORE, Holiday Homes, a corporation as aforesaid, does
 hereby declare that all of Section A of a subdivision on Hilton Head Island in Beaufort County, South Carolina known as
 Holiday Homes Subdivision as shown on a plat recorded in the office of the Clerk of Court for Beaufort County, South
 Carolina on March 5, 1956 in Plat Book 10 at page 18, shall be subject to the following restrictions and protective
 covenants, to-wit: In addition to lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 which are included in Block
 1 of Section A referred to above, the remaining numbered lots in said Section A numbered 16 through 45 inclusive and
 51 through 63 inclusive shall be subject to the following restrictions and protective covenants.

1. All lots in said subdivision shall be used for residential purposes exclusively. No structure shall be erected,
 altered, placed or permitted to remain on any lot, other than (1) detached single family dwelling not to exceed two and
 one half (2½) stories in height and a private garage for not more than two cars (which may include servant' quarters)
 and other outbuildings incident to the use of one single family unit.

2. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifica-
 tions, and plot plan showing the location of such building, have been approved in writing by HOLIDAY HOMES, its agents,
 successors, or assigns.

3. No building shall be located on any lot nearer than twenty (20) feet to the front line, nor nearer than ten (10)
 feet to any side streetline, nor nearer than (5) feet to any lot line.

4. No dwelling shall be permitted on any lot which structure shall have less than seven hundred fifty (750) feet of
 permanently enclosed space, exclusive of garages.

5. HOLIDAY HOMES hereby reserves unto itself, its successors and assigns, a perpetual, alienable and releasable ease-
 ment and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables,
 conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas,
 sewage, water or other public conveniences or utilities on, in, or over the rear five (5) feet of each lot and five (5)
 feet along one (1) side of said lots.

6. Prior to the occupancy of a residence on any lot in said subdivision, proper and suitable septic tank, or tanks,
 shall be constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such
 tank, or tanks.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or
 may become an annoyance or nuisance to the neighborhood.

8. No livestock or live fowl shall be maintained on any lot without written consent of HOLIDAY HOMES, its successors
 or assigns.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be
 used on any lot at any time as a residence either temporarily or permanently.

10. No lot shall be subdivided, or its boundary lines changed except with the written consent of HOLIDAY HOMES, its
 successors or assigns. However, HOLIDAY HOMES hereby expressly reserves to itself, its successors and assigns, the
 right to subdivide (by deed or otherwise) or replat any two (2) or more lots shown on the plat of said subdivision so
 as to create building plot or building plots each larger in size than any one of the lots so subdivided or replatted.
 When such a building plot is created, the restrictions and covenants herein apply to such building plot as a unit,
 and as to such building plot as a unit, and as to such building plot the word "lot" as used herein, shall be construed
 to mean "building plot".

11. These covenants shall run with the land and shall be binding on all parties and persons claiming under them for a
 period of twenty-five (25) years from date after which time said covenants shall be automatically extended for succes-
 sive periods of ten (10) years, unless an instrument signed by a majority of the then owners of said lots has been re-
 corded, agreeing to change said covenants and restrictions in whole or in part.

12. If the parties hereto, or any of them or their heirs, successors or assigns, shall violate or attempt to violate
 any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in
 said subdivision to prosecute any lawful proceedings at law or in equity against the person or persons violating or
 attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other
 dues for such violation.

13. Invalidity of any of these covenants by judgment or court order shall in no wise affect any of the other provisions
 which shall remain in full force and effect.

14. HOLIDAY HOMES may include in any contract or deed hereafter made additional covenants and restrictions that are not
 inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

IN WITNESS WHEREOF, this instrument has been executed on behalf of HOLIDAY HOMES, a corporation, by its duly qualified
 officers this 23rd day of January, 1957. HOLIDAY HOMES (SEAL) By O. T. McIntosh, Jr., President Attest: W. S.

McIntosh Witnesses: Jas. F. McIntosh Betty H. Armour.

STATE OF SOUTH CAROLINA) COUNTY OF BEAUFORT) PERSONALLY appeared before me James F. McIntosh who, on oath, says that
 he saw the within named HOLIDAY HOMES by O. T. McIntosh, Jr., its President sign the within Instrument, and W. S. McIntosh
 its Secretary attest the same, and the said corporation, by said officers, seal said instrument, and, as its act and
 deed, deliver the same, and that he with Betty H. Armour witnessed the execution thereof. Jas. F. McIntosh

SWORN to before me this 23rd day of January, 1957. (SEAL) Betty H. Armour (L.S.) Notary Public for Chatham County, Ga.
 My Commission Expires Sept. 28, 1959.

Recorded and certified this 28th day of January, 1957.

J. C. Ralston

Deputy Clerk of Court.

J. J. McNULTA, JR.) STATE OF SOUTH CAROLINA) COUNTY OF BEAUFORT) For value received, I, the undersigned, J. J.
 TO: ASSIGNMENT) McNULTA, JR. of the County of Beaufort and State of South Carolina, do hereby assign, set over
 J. J. McNULTA, SR.) and transfer unto J. J. McNULTA, SR. all my right, title and interest in and to that certain
 agreement executed and entered into by and between Lonel M. Henkle, J. J. McNulta and the undersigned J. J. McNulta, Jr.,
 which said agreement was dated May 20, 1952 and transferred to the undersigned and J. J. McNulta, Sr. all the right,
 title and interest of the said Lonel M. Henkle in and to his Contract of Sale between F. M. Craddock and his wife, Doris
 H. Craddock of Fairfax, South Carolina and Harry E. Carr and his wife, Gladys H. Carr, of Beaufort County, South Carolina,
 which said original Contract was dated July 6, 1949 and provided for the sale to Lonel M. Henkle his heirs and assigns
 of a tract of land containing 658.7 acres, more or less located in Beaufort County, South Carolina.

IN WITNESS WHEREOF, I have executed this instrument this 31st day of December, 1956. J. J. McNulta, Jr. Witnesses:
 G. G. Dowling Kathrine W. Wilson

STATE OF SOUTH CAROLINA) COUNTY OF BEAUFORT) PERSONALLY appeared before me Kathrine W. Wilson and made oath that
 she saw the within named J. J. McNulta, Jr., sign, seal and as his act and deed, deliver the within written Assignment
 and that she with G. G. Dowling witnessed the execution thereof. Kathrine W. Wilson SWORN to before me this 31st
 day of December, 1956. G. G. Dowling (L.S.) Notary Public for South Carolina.

Recorded and certified this 30th day of January, 1957.

J. C. Ralston

Deputy Clerk of Court.

Sec.16-3-106. Overlay Zoning Districts

J. Holiday Homes Neighborhood Character Overlay (HH-NC-O) District

1. Applicability and Purpose

The purpose of the Holiday Homes Neighborhood Character Overlay (HH-NC-O) District is to protect the **single-family** residential character of the district and in particular the **development** and redevelopment of **lots** within the district. All new **development** and changes to existing **development** are subject to the overlay district regulations, in addition to those listed in Sec. 16-3-104.D, Residential Single-Family-6 (RSF-6) District. Existing **nonconforming structures** and site features may be expanded as long as the site complies with the required floor area ratio (FAR) and maximum **impervious cover** listed in paragraph 3 below.

2. Approval

Compliance with these regulations shall be determined by the **Official** at the time the **Building Permit** is reviewed and shall be based upon the standards of Sec. 16-3-104.D, Residential Single-Family-6 (RSF-6) District.

3. Delineation of District

The Holiday Homes Neighborhood Character Overlay (HH-NC-O) District includes all **parcels** shown as hatched in Figure 16-3-106.J.3 below.



Figure 16-3-106.J.3: Holiday Homes Neighborhood Character Overlay (HH-NC-O) District.

4. District Regulations

a. Setbacks

In addition to the **single-family** setback requirements of Sec. 16-5-102, Setback Standards, the following setbacks shall be required:

- i. Rear yard setbacks shall be a minimum of ten feet.
- ii. Side yard setbacks shall be a minimum of ten feet; however, to preserve existing **trees**, any one side yard setback may be reduced to five feet provided the sum of the required side yard setbacks equals at least 20 feet.
 - 01.**A **lot** with less than 50 feet of **street frontage** or less than 0.15 acres in area shall be permitted to reduce side yard setbacks to a minimum of five feet.
 - 02.**Dwelling units that are nonconforming as to the side yard setbacks identified above are permitted to be expanded along the subject boundary line; however, **expansions** shall be constructed no closer than five feet from the side property line.
 - 03.**Side yard setback angles shall be a minimum of 65 degrees measured from 20 feet above thirteen feet (13') above mean sea level using the NAVD 88 vertical datum or **pre-development grade**, whichever is higher, at the setback line. The illustration in Sec. 16-5-102.D, Adjacent Use Setback Requirements, can be referenced for an example of a setback angle.
- iii. In the case of a **corner lot**, the required 20-foot adjacent street setback may be reduced to ten feet for the **street** with the lower average daily trips (ADT).
- iv. **Lots** directly **adjacent** to Folly Field Road shall have a minimum adjacent street setback of 20 feet.

(Revised 3-7-2023 - Ordinance 2023-04)

b. Buffers

In addition to the buffer requirements of Sec. 16-5-103, Buffer Standards, the following buffers shall be required:

- i. A 20-foot street buffer and side and rear buffers equal to the setbacks above.
- ii. **Driveways** for **street access**, as permitted in Sec. 16-5-103.J, Development Within Required Buffers, shall be limited to a total width of 24 feet per **lot**.
- iii. In the case of a **corner lot**, the required 20-foot adjacent street buffer may be reduced to ten feet for the **street** with the lower average daily trips (ADT).
- iv. **Lots** directly **adjacent** to Folly Field Road shall have a minimum adjacent street buffer of 20 feet.

c. Impervious Coverage

Impervious cover of the **lot** shall not exceed 50 percent.

d. Floor Area Ratio

The maximum **gross floor area** is limited to 0.45 times the area of the **lot** containing the **single-family dwelling**, up to a maximum of 4,000 square feet. The **gross floor area** shall be calculated as all enclosed space with a ceiling height of seven feet or greater with the following exclusions:

- i. Enclosed areas, where the floor level is located below the required **base flood elevation** (BFE), which are used solely for parking or storage.
- ii. Attic space as defined by the latest adopted edition of the IBC.

e. Parking

Two parking spaces are required for up to 2,000 square feet of **gross floor area**. Thereafter, one additional space shall be required for each 1,000 square feet or less of **gross floor area**.

f. Minimum Lot Size

The **subdivision** or recombination of any **lot** shown on a plat recorded prior to July 21, 1998, shall not result in any **lot** having a gross area of less than 7,260 square feet.

(82)

HOLIDAY HOMES) STATE OF SOUTH CAROLINA) COUNTY OF BEAUFORT) WHEREAS, Holiday Homes is a corporation
 TO: PROTECTIVE COVENANTS) organized and existing under the laws of the State of South Carolina and is the owner of
) certain lands located on Hilton Head Island in Beaufort County, South Carolina, and
 WHEREAS, heretofore by an instrument dated April 5, 1956 and recorded in the office of the Clerk of Court for Beaufort
 County, South Carolina in Deed Book 78 at page 325, Block 1 of Section A of a subdivision on Hilton Head Island in Beau-
 fort County, South Carolina, known as Holiday Homes Subdivision, was made subject to certain protective covenants and
 it is now the desire of Holiday Homes to make the remaining portion of said section A of Holiday Homes Subdivision sub-
 ject to the same restrictions and protective covenants., NOW THEREFORE, Holiday Homes, a corporation as aforesaid, does
 hereby declare that all of Section A of a subdivision on Hilton Head Island in Beaufort County, South Carolina known as
 Holiday Homes Subdivision as shown on a plat recorded in the office of the Clerk of Court for Beaufort County, South
 Carolina on March 5, 1956 in Plat Book 10 at page 18, shall be subject to the following restrictions and protective
 covenants, to-wit: In addition to lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 which are included in Block
 1 of Section A referred to above, the remaining numbered lots in said Section A numbered 16 through 45 inclusive and
 51 through 63 inclusive shall be subject to the following restrictions and protective covenants.

1. All lots in said subdivision shall be used for residential purposes exclusively. No structure shall be erected,
 altered, placed or permitted to remain on any lot, other than (1) detached single family dwelling not to exceed two and
 one half (2½) stories in height and a private garage for not more than two cars (which may include servant' quarters)
 and other outbuildings incident to the use of one single family unit.

2. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifica-
 tions, and plot plan showing the location of such building, have been approved in writing by HOLIDAY HOMES, its agents,
 successors, or assigns.

3. No building shall be located on any lot nearer than twenty (20) feet to the front line, nor nearer than ten (10)
 feet to any side streetline, nor nearer than (5) feet to any lot line.

4. No dwelling shall be permitted on any lot which structure shall have less than seven hundred fifty (750) feet of
 permanently enclosed space, exclusive of garages.

5. HOLIDAY HOMES hereby reserves unto itself, its successors and assigns, a perpetual, alienable and releasable ease-
 ment and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables,
 conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas,
 sewage, water or other public conveniences or utilities on, in, or over the rear five (5) feet of each lot and five (5)
 feet along one (1) side of said lots.

6. Prior to the occupancy of a residence on any lot in said subdivision, proper and suitable septic tank, or tanks,
 shall be constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such
 tank, or tanks.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or
 may become an annoyance or nuisance to the neighborhood.

8. No livestock or live fowl shall be maintained on any lot without written consent of HOLIDAY HOMES, its successors
 or assigns.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be
 used on any lot at any time as a residence either temporarily or permanently.

10. No lot shall be subdivided, or its boundary lines changed except with the written consent of HOLIDAY HOMES, its
 successors or assigns. However, HOLIDAY HOMES hereby expressly reserves to itself, its successors and assigns, the
 right to subdivide (by deed or otherwise) or replat any two (2) or more lots shown on the plat of said subdivision so
 as to create building plot or building plots each larger in size than any one of the lots so subdivided or replatted.
 When such a building plot is created, the restrictions and covenants herein apply to such building plot as a unit,
 and as to such building plot as a unit, and as to such building plot the word "lot" as used herein, shall be construed
 to mean "building plot".

11. These covenants shall run with the land and shall be binding on all parties and persons claiming under them for a
 period of twenty-five (25) years from date after which time said covenants shall be automatically extended for succes-
 sive periods of ten (10) years, unless an instrument signed by a majority of the then owners of said lots has been re-
 corded, agreeing to change said covenants and restrictions in whole or in part.

12. If the parties hereto, or any of them or their heirs, successors or assigns, shall violate or attempt to violate
 any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in
 said subdivision to prosecute any lawful proceedings at law or in equity against the person or persons violating or
 attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other
 dues for such violation.

13. Invalidity of any of these covenants by judgment or court order shall in no wise affect any of the other provisions
 which shall remain in full force and effect.

14. HOLIDAY HOMES may include in any contract or deed hereafter made additional covenants and restrictions that are not
 inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

IN WITNESS WHEREOF, this instrument has been executed on behalf of HOLIDAY HOMES, a corporation, by its duly qualified
 officers this 23rd day of January, 1957. HOLIDAY HOMES (SEAL) By O. T. McIntosh, Jr., President Attest: W. S.

McIntosh Witnesses: Jas. F. McIntosh Betty H. Armour.

STATE OF SOUTH CAROLINA) COUNTY OF BEAUFORT) PERSONALLY appeared before me James F. McIntosh who, on oath, says that
 he saw the within named HOLIDAY HOMES by O. T. McIntosh, Jr., its President sign the within Instrument, and W. S. McIntosh
 its Secretary attest the same, and the said corporation, by said officers, seal said instrument, and, as its act and
 deed, deliver the same, and that he with Betty H. Armour witnessed the execution thereof. Jas. F. McIntosh

SWORN to before me this 23rd day of January, 1957. (SEAL) Betty H. Armour (L.S.) Notary Public for Chatham County, Ga.
 My Commission Expires Sept. 28, 1959.

Recorded and certified this 28th day of January, 1957.

J. C. Ralston

Deputy Clerk of Court.

J. J. McNULTA, JR.) STATE OF SOUTH CAROLINA) COUNTY OF BEAUFORT) For value received, I, the undersigned, J. J.
 TO: ASSIGNMENT) McNULTA, JR. of the County of Beaufort and State of South Carolina, do hereby assign, set over
 J. J. McNULTA, SR.) and transfer unto J. J. McNULTA, SR. all my right, title and interest in and to that certain
 agreement executed and entered into by and between Lonel M. Henkle, J. J. McNulta and the undersigned J. J. McNulta, Jr.,
 which said agreement was dated May 20, 1952 and transferred to the undersigned and J. J. McNulta, Sr. all the right,
 title and interest of the said Lonel M. Henkle in and to his Contract of Sale between F. M. Craddock and his wife, Doris
 H. Craddock of Fairfax, South Carolina and Harry E. Carr and his wife, Gladys H. Carr, of Beaufort County, South Carolina,
 which said original Contract was dated July 6, 1949 and provided for the sale to Lonel M. Henkle his heirs and assigns
 of a tract of land containing 658.7 acres, more or less located in Beaufort County, South Carolina.

IN WITNESS WHEREOF, I have executed this instrument this 31st day of December, 1956. J. J. McNulta, Jr. Witnesses:
 G. G. Dowling Kathrine W. Wilson

STATE OF SOUTH CAROLINA) COUNTY OF BEAUFORT) PERSONALLY appeared before me Kathrine W. Wilson and made oath that
 she saw the within named J. J. McNulta, Jr., sign, seal and as his act and deed, deliver the within written Assignment
 and that she with G. G. Dowling witnessed the execution thereof. Kathrine W. Wilson SWORN to before me this 31st
 day of December, 1956. G. G. Dowling (L.S.) Notary Public for South Carolina.

Recorded and certified this 30th day of January, 1957.

J. C. Ralston

Deputy Clerk of Court.

Sec.16-3-106. Overlay Zoning Districts

J. Holiday Homes Neighborhood Character Overlay (HH-NC-O) District

1. Applicability and Purpose

~~The purpose of the Holiday Homes Neighborhood Character Overlay (HH-NC-O) District is to protect the **single-family** residential character of the district and in particular the **development** and redevelopment of **lots** within the district.~~ The purpose of the Holiday Homes Neighborhood Character Overlay (HH-NC-O) District is to protect and preserve the single-family residential character of the neighborhood. The district is intended to guide the development and redevelopment of lots in a manner that maintains and enhances the area's architectural character and development intensity. All new **development** and changes to existing **development** are subject to the overlay district regulations, in addition to those listed in Sec. 16-3-104.D, Residential Single-Family-6 (RSF-6) District. Notwithstanding the requirements of Sec. 16-7-103 A, Existing **nonconforming structures** and site features may be expanded as long as the site complies with the required floor area ratio (FAR) and maximum **impervious cover** listed in paragraph 3 below, and if the expanded component of the **structure** is compliant with Sec. 16-3-104.D and all requirements of Sec. 16-3-106 J.

2. Approval

Compliance with these regulations shall be determined by the **Official** at the time the **Building Permit** is reviewed and shall be based upon the standards of Sec. 16-3-104.D, Residential Single-Family-6 (RSF-6) District.

3. Delineation of District

The Holiday Homes Neighborhood Character Overlay (HH-NC-O) District includes all **parcels** shown as hatched in Figure 16-3-106.J.3 below.



Figure 16-3-106.J.3: Holiday Homes Neighborhood Character Overlay (HH-NC-O) District.

4. District Regulations

a. Setbacks

In addition to the **single-family** setback requirements of Sec. 16-5-102, Setback Standards, the following setbacks shall be required:

- i. Rear yard setbacks shall be a minimum of ten feet.
- ii. Side yard setbacks shall be a minimum of ten feet; however, to preserve existing **trees**, any one side yard setback may be reduced to five feet provided the sum of the required side yard setbacks equals at least 20 feet.

~~01. A lot with less than 50 feet of **street frontage** or less than 0.15 acres in area shall be permitted to reduce side yard setbacks to a minimum of five feet.~~

~~02.1.~~ Dwelling units that are nonconforming as to the side yard setbacks identified above are permitted to be expanded along the subject boundary line; however, **expansions** shall be constructed no closer than five feet from the side property line.

~~03.2.~~ Side yard setback angles shall apply to all side yards and be a minimum of 65 degrees measured from 20 feet above thirteen feet (13') above mean sea level using the NAVD 88 vertical datum or **pre-development grade**, whichever is higher, at the setback line. The illustration in Sec. 16-5-102.D, Adjacent Use Setback Requirements, can be referenced for an example of a setback angle.

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- iii. In the case of a **corner lot**, the required 20-foot adjacent street setback may be reduced to ten feet for the **street** with the lower average daily trips (ADT).
 - iv. **Lots** directly **adjacent** to Folly Field Road shall have a minimum adjacent street setback of 20 feet.

(Revised 3-7-2023 - Ordinance 2023-04)

b. Buffers

In addition to the buffer requirements of Sec. 16-5-103, Buffer Standards, the following buffers shall be required:

- i. A 20-foot street buffer and side and rear buffers equal to the setbacks above.
- ii. **Driveways** for **street access**, as permitted in Sec. 16-5-103.J, Development Within Required Buffers, shall be limited to a total width of 2422 feet per **lot**. Horseshoe driveways with two connecting driveways for street access from the same lot shall be limited to a total width of 11 feet. However, the width abutting a garage and connecting directly to the street access may be increased to a width no greater than 22 feet.
- iii. In the case of a **corner lot**, the required 20-foot adjacent street buffer may be reduced to ten feet for the **street** with the lower average daily trips (ADT).
- iv. **Lots** directly **adjacent** to Folly Field Road shall have a minimum adjacent street buffer of 20 feet.

c. Impervious Coverage

Impervious cover of the **lot** shall not exceed 4550 percent.

d. Floor Area Ratio

The maximum **gross floor area** is limited to 0.45 times the area of the **lot** containing the **single-family dwelling**, up to a maximum of 4,0003,200 square feet. The **gross floor area** shall be calculated as all enclosed space with a ceiling height of seven feet or greater with the following exclusions:

- i. Enclosed areas, where the floor level is located below the required **base flood elevation** (BFE), which are used solely for parking or storage.
- ii. Attic space as defined by the latest adopted edition of the IBC.

e. Parking

Two parking spaces are required for up to 2,000 square feet of **gross floor area**. Thereafter, one additional space shall be required for each 1,000 square feet or less of **gross floor area**. Garages shall not be used for more than two cars.

f. Minimum Lot Size

The **subdivision** or recombination of any **lot** shown on a plat recorded prior to July 21, 1998, shall not result in any **lot** having a gross area of less than 7,260 square feet.

g. Maximum Height and Stories

Structures shall not exceed 30 feet in height in accordance with Sec. 16-10-102 C.1. **Buildings** shall not exceed two and one-half (2-1/2) stories in height. For the purpose of this section, a story is the portion of a **building** included between the surface of any above-grade floor or at-grade parking or storage area and the surface of the next floor above it, or if there is no floor above it, then the space between any floor and the ceiling above it. The topmost story of a building is counted as a half story when it is completely within the roof form of the building, less than 50 percent of the floor area has a clear height of more than seven and a half (7.5) feet, measured from the finished floor to the finished ceiling, and dormers do not exceed more than 25 percent of the front, rear or side building length.