

TOWN OF CHAPIN
Planning Commission Work Session Agenda
Council Chambers, Chapin Town Hall
February 4, 2025
3:00 PM

AGENDA

Call to Order and Determine Quorum

Statement of Freedom of Information Act Compliance

Discussion Items

1. Brighton Planned Development Discussion

Adjourn

To: Planning Commission
From: R Radtke, Planning & Zoning Administrator
Date: January 13, 2025
Re: Updated changes - Brighton PD

Property Location: Brighton Blvd.
Tax Map Number: 000700-01-003
Property Zoning District: Village Commercial
Property Overlay District: Corridor
Date Submitted: January 13, 2025

Planned Development (PD) Updates from the feedback of the PC meeting in July 2024.

The bullet points are the summarized recommendations that were delivered to the developer at the request of staff and the Planning Commission. Below in Red are the changes provided by the developer per the section area of the project. Developer will provide explanation of changes with renderings and plan updates.

- Prevent large area of clear cutting and land disturbance. Only permit 50 houses at a time and require commercial development prior to additional residential permitting. **>Developer to demonstrate Actual calculation of density for each area/product**
- Only allow for the land disturbance of no more than 20 acres at a time.

Plan Specification Changes:

- **Added grading/topography overlay to the Concept Plan to show natural lay of the land to show some of the reasons behind land planning and the layout itself.**
- **Linear feet of walking trails were added.**
- **Larger emphasis on connectivity on trails/over community as well.**
- **Crosswalks and school bus stops were added for children.**
- **Added additional Crosswalk locations from both SFR and AR**
- **Added a bus stop with benches at the front of Brighton Park.**

Eastern District:

- Redesign of the residential planned development on the eastern side of SFR2 and incorporate AR section that would provide connectivity with the medical center and eliminate row of houses and make more of a grid pattern. **>Conditional uses were added to the PD Doc to allow for Age Restricted product to be placed in this area as well.**
- Require driveways in SFR2 to extend to the full length of property with 2 parking spaces in addition to garage space.
- For on-street parking suggest including width dimensions and incorporating bump outs for additional parking. **> Two additional parking lots were added along the proposed walking trail to provide access and overflow parking.**
- Establish guest and visitor parking that would provide connectivity to walking paths and adding a pavilion/overlook area that surround the natural pond these additions would be amenities for the community. **>Traffic calming islands were added throughout this section to control the speed of vehicles.**
- Suggest access from CWR district that would connect with SFR2 and guest parking lot with direct access to walking paths and pond pavilion. **>Gazebo was added along the walking trail.**

- Provide details of commercial development of the BN, BG and other future commercial areas and how they will be phased into the development. **>Developer will demonstrate to the best that we can, the timing of road improvements vs. phasing and construction of the residential components.**

Northern District:

- PC requests more details and clarity on lot sizes and neighborhood styles of homes in the district of the SFR2 area and recommends adding open space with a potential dog park. **> Developer will provide and discuss product lines and provide renderings with size of homes.**

Western District – SFR2:

- PC recommends establishing at least 2 acres of pocket parks within the SFR2 district and incorporating other amenities, such as tennis/pickle ball courts that would provide amenities for the community. **>Added additional walking trails, bus stop, and pocket park within this area.**
- Suggest creating hiking/bike paths in natural woods of Brighton Park with playground equipment and shelters for the public. **> A walking trail added around the park with two access points. One at the parking area across from the amenity as well. > Enlarging the pond and adding a small/dock gazebo.**
- PC requests confirmation of rear ally private drive in the SFR2 west of Bridgton Blvd. **> Clarification and drawings will be provided in person by the developer.**

Western District – SFR:

- PC suggests the possibility of creating new zoning district (SFR1) to delineate lot coverage increase of 35% to include driveways with options of the following lot sizes: 8,750 sq ft, 11,000 sq ft, and 14,000 sq ft. lot sizes within the district.
- Additionally, providing at least 6 ½ acres of open space that could include, play grounds, garden square, recreation fields, boat storage, dog parks, etc. that would create community amenities in the district. **> Dog Park added across the street from the amenity.**
- PC recommends a minimum of 3 parking spaces within the SFR district to eliminate as much street parking as possible.
- Consider increasing the size of the pool and provide dimensions and community center which would assist with mail and package delivery from a central point based on the size of the community. **> Enlarged the pool and cabana with a playground.**

Added Amenity:

- > **Centralized CBU location**
- > **Crosswalks added to connect SFR2 to the amenity location.**

Developer Updated PD Document for Commercial uses:

- **AR product allowed in SFR2 on the Eastern Side**
- **BG to have ability for drive-thru's and convenience stores with canopies**
- **BN on the southern side to allow for outside sales (flower/garden center)**
- **BN to allow for grocery**
- **BN to allow for health and fitness**
- **BG to allow for quick service restaurants**

Items listed below are further recommendations from the commission or documents that are needed for clarity and missing from the proposal:

- Provide aggressive landscaping plan with depicted walking paths and sidewalks that parallel residential streets and increased width of 6'-8' on at least one side of the road to allow for safe passage of walking and motorized vehicles. Additionally, provide tree survey of trees to be removed/cleared on the property within the land disturbance phase to include open space of each district. Provide delineation of wetlands associated with the conceptual plans.
- PC requests clarity on project phase schedule with timelines of development for residential and commercial districts that will show the orientation of house plans / styles per lot size and requirements that will be incorporated to meet the architectural designs and materials established per the Architectural Review Board (ARB).
- PC requests a traffic impact study be conducted and provide details associated to mitigate the potential impact to Columbia Ave to include, traffic design (w/ road dimensions) for crosswalks and safe pedestrian interconnectivity. Provide details on installation of wayfinding signage plan for the development and incorporate a full site street lighting plan in all residential districts.

Brighton PD

A Planned Development
Town of Chapin, South Carolina

BRIGHTON
LIVE - WORK - PLAY

PD Narrative

November 19, 2024

APPLICANT / DEVELOPER:

Brighton Investors, LLC

*441 Western Lane
Irmo, South Carolina 29063
(803) 749-9000*

Narrative Outline

- 1.0 Introduction**
- 2.0 Proposed Development**
- 3.0 Brighton PD Zoning Districts**
- 4.0 Pedestrian Accommodations and Greenspace**
- 5.0 Landscaping**
 - 5.1 Streetscaping**
 - 5.2 Parking**
 - 5.3 Planting and Maintenance**
- 6.0 Homeowner’s Association**
- 7.0 Architectural Style and Building Materials**
 - 7.1 Residential Properties**
 - 7.2 Commercial Properties**
- 8.0 Signage**
- 9.0 Engineering**
 - 9.1 Roads**
 - 9.2 Grading and Erosion Control**
 - 9.3 Water and Sewer**
 - 9.4 Stormwater**
 - 9.5 Wetlands and Floodplain**
 - 9.6 Other Public Services**
- 10.0 Conclusion**
- 11.0 Attachments**

1.0 INTRODUCTION

Brighton Investors, LLC presents this narrative and accompanying exhibits as part of a rezoning application submitted to the Town of Chapin to rezone 161.05 -acres as designated herein to a Planned Development (PD). These properties are located on the North and South sides of Columbia Avenue (S-48) at the intersection of Brighton Boulevard and Woodthrush Road respectively. The current property owners of the parcels designated herein include Brighton Investors, LLC, Columbia Avenue Properties, LLC, and Prisma Health. This proposed PD will create a master planned development with varying residential lot sizes and housing styles and will include a playground/park, residential pool with cabana, and open space. Walking trails and sidewalks will also be provided for interconnectivity throughout the development and pedestrian connection to Columbia Ave. Age restricted, office space and commercial will be included in the PD.

The current zoning of these properties is GC (General Commercial) and Intensive Development. The parcels zoned Intensive Development are being annexed into the Town of Chapin from Lexington County and will be rezoned as part of this PD. The Town of Chapin has also in revised their Zoning Ordinance and Mungo Homes has chosen to request PD zoning that would supersede any future zoning changes and provide development guidelines for these properties in perpetuity.

The Planned Development (PD) District provides a mechanism for the Planning Commission, the Town Council and the applicant to agree on the scope of the proposed development. Currently Codified "PD districts designate an area for which an approved development plan constitutes the district regulations. It is intended to utilize the factors of efficiency, economy, flexibility, creative site design, improved appearance, compatibility of mixed uses, maximum benefits from open space, safe and efficient vehicular and pedestrian access for a development characterized by a unified site design for mixed uses where existing zoning district cannot permit. A planned development district may be predominantly residential or predominately commercial."

Brighton Investors, LLC believes that this development, as presented, meets the intent of the Planned Development District to include:

1. Providing efficiency, economy, and flexibility of use.
2. Improving appearance, character, and encouraging creative site design.
3. Maximizing open space/recreational opportunities and encouraging safe and efficient vehicular and pedestrian cohabitation.
4. Encouraging compatibility of mixed uses.

Developing this property under PD Planned Development District also protects the large economic investment Brighton Investors, LLC is prepared to make in the Town of Chapin. As the lead developer, Brighton Investors, LLC will be installing the initial infrastructure as well as establishing the residential component of this mixed-use community.

This plan will serve as a guidance document for the responsible development of the subject properties. This plan will also give the Town of Chapin, Lexington County, and the South Carolina Department of Transportation valuable information required to determine the effect on existing and proposed infrastructure.

The developer has been building communities for almost 70 years throughout the midlands of South Carolina and the southern eastern United States. The ability to provide various product types have made those communities successful, allowing for several price points and numerous residential choices to accommodate a variety of economic levels, age groups, and preferences. This community will experience the same success as the other Mungo communities.

The following information, maps and illustrations further describe the proposed development for this community.

Planning Goals

Key planning goals have guided the preparation of the PD, including:

- **Establish Community** - Create a sense of place for the community and provide a walkable space to interact with neighbors through activities such as walking trails, pool/cabana, sidewalks, and playground within the development that will help in this effort while enhancing the integrity of the surrounding properties.
- Developing a master plan that is flexible to meet market demands yet still providing the connectivity, flow, and open space of a planned development.
- Developing a land use plan that utilizes the natural setting and topography of the site by preserving natural areas and laying out streets and lots to take advantage of the topography and existing site features.
- Provide for multiple residential product types integrated throughout the project. This will give more opportunity for purchasers in various stages of life and living situations the ability to call Brighton home.
- Create a complete walkable community via a system of connected sidewalks, walking trails, and playground/park.
- Provide commercial opportunities that fit the character of the development and serve the Town of Chapin and its residents by minimizing vehicular trips outside of the proposed community.

Figure 1 – Vicinity Map

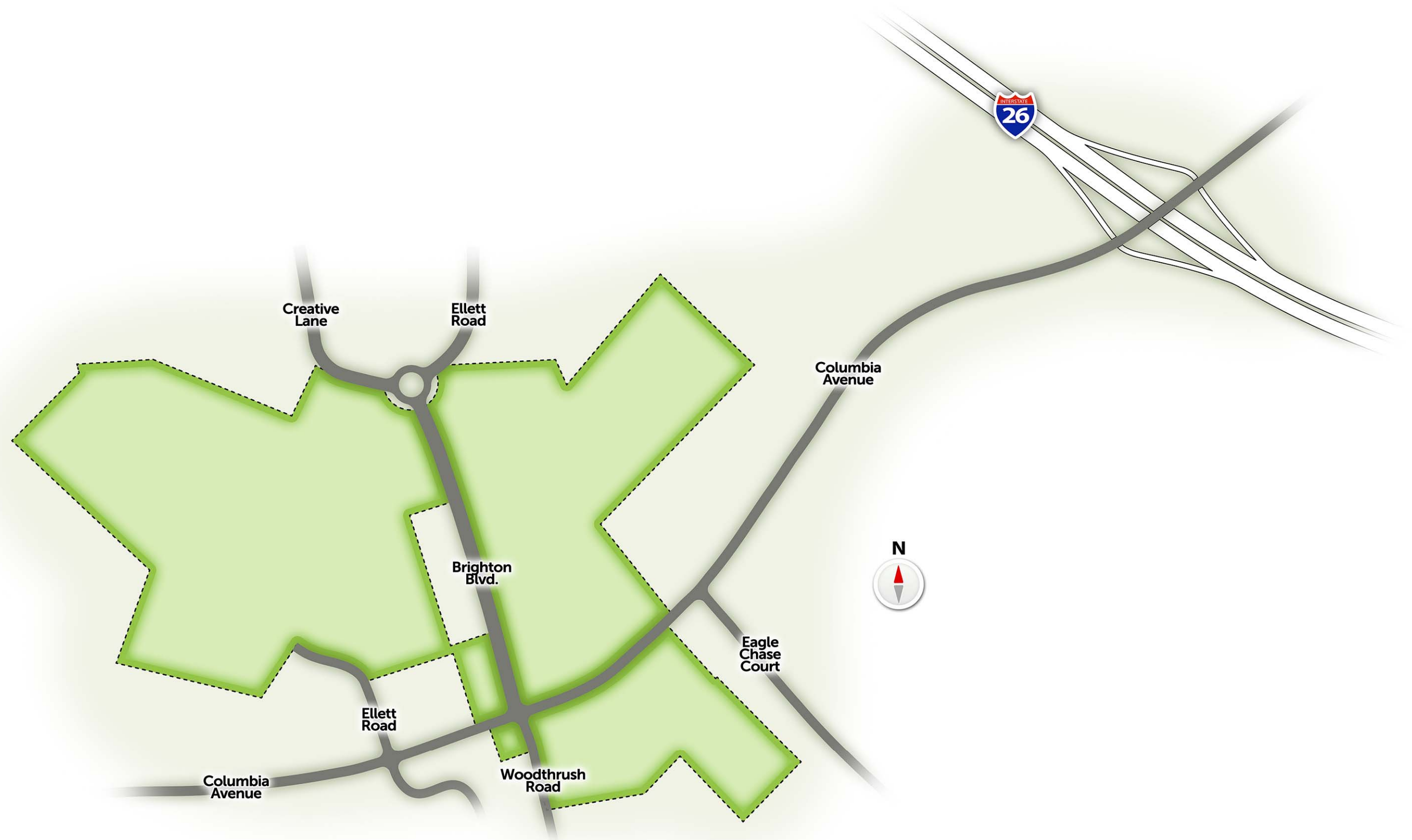
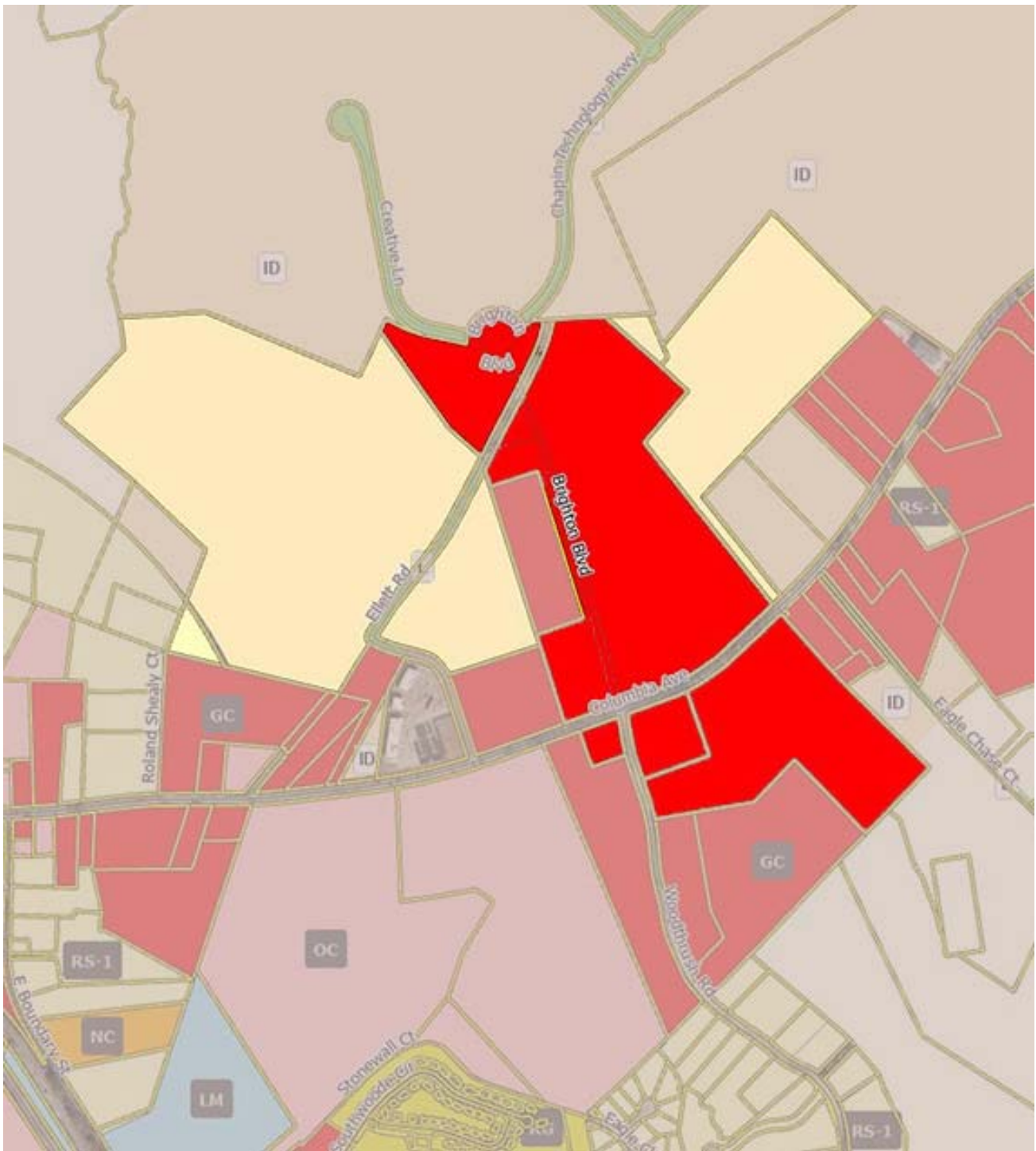


Figure 2 – Existing Conditions Map



Figure 3 - Existing Zoning Conditions



2.0 PROPOSED DEVELOPMENT

The subject PD property consists of various parcels of land totaling approximately 161.05 acres. The majority of the parcels are owned and controlled by Brighton Investors, LLC and shown on a boundary drawn for Southeast Land Acquisition, LLC dated April 7, 2014.

<i>Parcel 1A</i>	<i>16.73 Acres</i>
<i>Parcel 1B</i>	<i>27.22 Acres</i>
<i>Parcel 1C</i>	<i>9.09 Acres</i>
<i>Parcel 2</i>	<i>19.51 Acres</i>
<i>Parcel 3</i>	<i>1.00 Acres</i>
<i>Parcel 4</i>	<i>72.97 Acres</i>
<i>Parcel 5</i>	<i>8.33 Acres</i>
<i>Parcel 6</i>	<i>3.22 Acres</i>
<u><i>Parcel Owned by Prisma</i></u>	<u><i>2.98 Acres</i></u>
<i>Total Acreage:</i>	<i>161.05 Acres</i>

This plat of the parcels is shown on Exhibit 1. The proposed zoning district plan and concept plan are shown on Exhibits 2 and 3 respectively.

Based on the proposed master plan for this development, the area to remain as greenspace, buffers or parks will be approximately 23%.

3.0 BRIGHTON PD ZONING DISTRICTS

Zoning District and Description	Parking Requirements
<p><u>(SFR) Single Family Residential:</u></p> <p>The intent of the SFR district is to establish residential areas with detached units and medium population densities. Density is limited to 6 units per acre in this district.</p>	<p>2 per dwelling unit (Spaces shall be provided in driveways and/or attached garages)</p>
<p><u>(SFR2) Single Family Residential:</u></p> <p>The SFR2 district will include the uses specified in SFR as well higher density residential detached and attached units and townhomes. Density is limited to 10 units per acre within the district.</p>	<p>2 per dwelling unit (Spaces shall be provided in driveways and/or attached garages)</p>
<p><u>(CWR) Residential w/ Workspace:</u></p> <p>The CWR district is intended for high density residential purposes, including single family attached units and townhomes. BN district uses are allowed in this district to complement the residential space to serve the work needs of the residential component.</p>	<p>2 per dwelling unit (Spaces shall be provided in driveways and/or attached garages, or other designated surface parking areas)</p>

Zoning District and Description	Parking Requirements
<p><u>(AR) – Age Restricted Residential:</u></p> <p>The AR district is intended to support age restricted housing (55 & over) intended for residential purposes, including single family attached and detached units, duplexes, and townhomes for residents in need of assisted living care. Accessory uses to serve administrative, medical, recreational, and religious needs are permitted within this district.</p>	<p>1 per detached unit</p> <p>1 per 3 attached dwelling units plus 1 per employee</p>
<p><u>(BG) Business and Professional District:</u></p> <p>The BG district is intended to accommodate businesses along outlying traffic arteries primarily engaged in the sale of durable goods, equipment, services, and recreational facilities. Drive thrus and canopies are allowable in conjunction with the primary usage. Businesses can be open 24 hours.</p>	<p>1 per 300 SF GFA (Wholesale Trade, Offices, Etc.)</p> <p>1 per 200 SF GFA (Retail Trade, Gov. , Etc.)</p> <p>For Restaurants, Food Service Establishments, and Breweries, Parking Shall be 1 Per Every 4 Seats Plus 1 Per Employee</p> <p>Hotel, Motel: 1 Per Each Guest Room</p> <p>Service & Repair: 1 Per 250 SF of work area.</p> <p>Club, library, funeral home, theatre, or any assembly use: 1 for Each 4 Seats.</p> <p>Hospital: 1 for Each 2 Beds.</p> <p>School: 1 for Each Classroom and 2 per Admin Office (Primary/Elementary/Middle), 4 Each for Each Classroom and Admin Office in Senior High School plus for each 5 seats for public assembly areas regardless of school type.</p> <p>Religious Org.: 1 for Each 2 Employees and 1 for Each 4 Seats in Assembly Room.</p> <p>Automobile Service, etc.: 2 for each fuel pump, plus 3 for each service bay or wash rack</p>

<p><u>(BN) Business Neighborhood:</u></p> <p>The intent of the BN district is to provide a variety of commercial and nonresidential uses characterized by retail, wholesale, office and service establishments. Outside sales areas are allowable in conjunction with inside sales. Drive thrus and canopies are allowable in conjunction with the primary usage. SFR and SFR2 uses are permitted. Businesses shall close no later than 11 pm.</p>	<p>1 per 300 SF GFA (Wholesale Trade, Offices, Etc.)</p> <p>1 per 200 SF GFA (Retail Trade, Gov. , Etc.)</p> <p>Utility substation or Tower: 1 Space</p> <p>School: 1 for Each Classroom and 2 per Admin Office (Primary/Elementary/Middle), 4 Each for Each Classroom and Admin Office in Senior High School plus for each 5 seats for public assembly areas regardless of school type.</p> <p>Religious Org.: 1 for Each 2 Employees and 1 for Each 4 Seats in Assembly Room.</p> <p>Residential: 2 per unit</p>
<p><u>(BS) Business Specific:</u></p> <p>The BS district will accommodate an existing business located with the Planned Development to allow cohesive compliance. This district shall also allow designated BG uses.</p>	<p>1 per 200 SF of Office Space</p>
<p>Zoning District and Description</p>	<p>Parking Requirements</p>
<p><u>(MS) Business Specific:</u></p> <p>The BS district will accommodate an existing business located with the Planned Development to allow cohesive compliance. This district shall also allow designated BG uses.</p>	<p>1 per 200 SF of Office Space</p>

<p>(PR) Park, Recreation, and Open Space:</p> <p>The PR district will provide area(s) designated for stormwater control, public recreation, community facilities, natural and man-made bodies of water, forests, and other similar open space uses.</p>	

District	SFR	SFR2	CWR	AR	BG	BN	BS	MS	PR
SFR District Regulations									
Min. Lot Area Per Dwelling Unit	6,875 SF	3,480 SF	1,800 SF	1,800 SF	N/A	N/A	N/A	N/A	N/A
Min. Lot Width	55'	20'	18'	18'	N/A	N/A	N/A	N/A	N/A
Max. Units per Acre	6	10	10	16	N/A	N/A	N/A	N/A	N/A
Min. Front Yard Setback <i>*When rear loaded</i>	20'	20'/*10'	10'	10'	10'	10'	10'	10'	N/A
Min. Setback from Secondary St. Frontage	10'	10'	10'	10'	15'	15'	15'	15'	N/A
Min. Setback from Secondary St. Frontage	25'	15'	15'	15'	15'	15'	15'	15'	N/A
Min. Side Yard Setback	5'	0' or 5'	0' or 5'	0' or 5'	None	None	None	None	N/A
Min. Rear Yard Setback	15'	15'	15'	15'	None	None	None	None	N/A
Max. Lot Coverage	45%	60%	90%	90%	80%	80%	80%	80%	N/A
Max. Structure Height (from Roof Line)	35'	35'	60'	60'	60'	60'	60'	30'	20'

TABLE OF PERMITTED USES									
Type of Use	SFR	SFR2	CWR	AR	BG	BN	BS	MS	PR
AGRICULTURAL									
Horticulture Nursery					P				
Agricultural Uses of Animal Production									
CAFO									
Campground									
RV Park									
RESIDENTIAL USES									
Accessory Dwelling Unit									
Bed and Breakfast									
Bed and Breakfast with Commercial Meeting Privileges									
Conservation Subdivision	P	P							
Day Care Home – Large (6-10)		P		P					
Day Care Home – Small (5 or less)		P		P					
Dwelling, Attached Single Family		P	C			C			
Dwelling, Detached Single Family	P	P							
Dwelling, Two-Family									
Dwelling, Three - Family									
Dwelling, Multi-Family									
Group Home-Large (8 or More)		P		P					
Group Home-Small (7 or Less)		P		P					
Manufactured Home									
Manufactured Home Park									
Nursing Homes		P		P					
COMMERCIAL									
Automobile Service Station, Major					P				
Automobile Service Station, Minor					P				
Automobile, ATV, Motorcycle, or Boat Sales									
Automotive Parts Stores									
Bar or Night Club					P		P	P	
Car Wash					P		P	P	
Catering Service					P		P	P	
Check Cashing									
Commercial Day Care Center					P		P	P	
Convenience Store					P	P	P	P	
Drive-In Theatre									
Dry Cleaning					P		P	P	
Financial Institutions					P	P	P	P	
Funeral Homes					P		P	P	
Garden Centers					P	P	P	P	
General Retail					P	P	P	P	

Type of Use	SFR	SFR2	CWR	AR	BG	BN	BS	MS	PR
Grocery Stores						P			
Hardware Stores					P	P	P	P	
Health/Fitness				P	P	P	P	P	P
Hotels/Motels					P		P	P	
Indoor Storage							P		
Liquor Stores					P		P	P	
Microbrewery, Micro-Distillery, Micro-Winery					P		P	P	
Miniature Golf									P
Mixed-Use Building		P		P	P	P	P	P	
Office Building		P		P	P	P	P	P	
Office, Medical		P		P	P	P	P	P	
Office, Non-Medical		P		P	P	P	P	P	
Outside Display/Sales						P			
Parking Lots		P		P	P	P	P	P	
Personal Service		P		P	P	P	P	P	
Pet Boarding									
Restaurant, Full Service					P	P	P	P	
Restaurant, Quick Services					P	P	P	P	
Sexually Oriented Businesses									
Specialty Retail					P	P	P	P	
Tattoo Parlor									
Tobacco Stores					P		P	P	
Vape, E-Cig, Store and lounges									
Veterinarian					P		P	P	
INSTITUTIONAL, CIVIC, OR PUBLIC									
Amphitheaters									P
Cemetery and Mausoleums									
Civic and Social Organizations					P	P	P	P	P
Colleges, Universities, and Vocational Schools					P	P	P	P	
Elementary Schools									
Farmers Market, Indoor					P	P	P	P	
Farmers Market, Outdoor					P	P	P	P	P
Golf Course									P
Government Building or Facility					P	P	P	P	
Hospital					P		P	P	
Kindergarten or Pre-School					P	P	P	P	
Parks and Open Space					P	P	P	P	P
Public Utility Stations						P			
Recreational Facilities					P		P	P	P
Religious Assembly					P		P	P	
Secondary Schools					P		P	P	
Sports Stadium									
Theatre					P		P	P	

Transportation Terminal (Bus or Rail)									
Type of Use	SFR	SFR2	CWR	AR	BG	BN	BS	MS	PR
INDUSTRIAL									
Animal Shelters									
Correctional Facility									
Crematory									
Heavy Equipment Rental									
Indoor Shooting Range									
Junk Yard or Scrap Yard									
Manufacturing or Production Facility									
Outdoor Shooting Range									
Outdoor Storage									
Repossession Services									
Telecommunication Tower									
Truck Sales and Service									
Warehouse									
Wholesale Trade					P	P	P	P	

4.0 PEDESTRIAN ACCOMODATIONS AND OPEN SPACE

4-foot wide sidewalks are proposed for residential areas and 5-foot wide sidewalks in commercial areas. Sidewalks will be constructed in phases at the same times residences or commercial parcels are constructed. Where there are streets with lots on one side, the sidewalk will be installed on the lot side of the street. Handicap ramps will be provided at all intersections.

The locations of park, recreation, and open space that will include walking trails outside of right of ways are depicted on Exhibit 2. The proposed locations are subject to an evaluation to determine if the terrain will allow construction of safe and accessible trails. Alternate routes may be required.

Park space is conceptually shown in a location central to this development and will be further defined during the engineering of the streets and lots that surround it.

5.0 LANDSCAPING

5.1 Streetscaping

Street trees will be provided along both sides of all public roadways and along all street frontages approved by the master developer. Trees planted in front of single-family residences shall be maintained by the individual homeowner or HOA. These trees will be planted/located to provide even spacing where possible and to avoid conflict with driveways, utilities and other permanent fixtures in the right of way. Street trees planted in common areas and/or along streets with no fronting lots or in front of commercial properties shall be owned and maintained by the property owner or POA.

Commercial Districts fronting Columbia Avenue and Brighton Avenue will encourage street trees spaced at intervals of 75' in accordance with this section as well as a landscape strip to provide plantings a minimum of 60 percent of the landscape strip planted in a combination of approved shrubs, annuals perennials, live ground cover, ornamental grasses, or turfgrass. Plant materials shall be designed and installed in a manner that provides variability of height at maturity. Spacing and arrangement of plant material must be primarily based on the mature dimensions of the plants. Covenants will be provided that require maintenance of all landscaped areas by property owner or POA.

5.2 Parking

The following standards shall apply to all new parking areas with 10 or more spaces and all expansions to existing parking areas which add 10 or more spaces, unless otherwise noted. In an expansion, only the area of expansion is required to be included in the calculation; however, the landscaping may be provided anywhere within the parking area.

- A. Plant material shall be selected and arranged to ensure the maximum safety of the public. No landscaping area shall be designed, installed, or maintained in such a way that it provides cover or refuge for criminal activities.
- B. Plant material is required along 10 percent of the length of exterior building walls and structures to provide separation between the building and the vehicular surface area.
- C. Landscaped islands at least 200 square feet in size and a minimum of five feet on any side shall be placed at the ends of each row of parking spaces. Intermediate islands at least 200 square feet in size and a minimum of five feet on any side shall be placed throughout the parking lot so that no parking space is further than 75 feet from a tree, as measured from the end or edge of the parking space. One tree is required at the

end of every row of parking, even if the row terminates at a buffer area.

1. Each landscaped island shall include one large maturing tree unless there is an overhead utility line or street light present, in which case a small or medium maturing tree shall be planted.
2. In addition to the tree planting requirement, a minimum of 20 percent of each landscaped island shall be planted in a combination of small maturing shrubs, perennials, annuals, ornamental grasses, and/or live ground cover. All other areas shall be maintained in mulch wherever plant material is placed.

- D. Landscaped areas within or adjacent to parking areas must be protected from vehicular damage by a raised curb, wheel stops or approved equivalent barrier of at least six inches in height.
- E. Alternative, creative landscaping plans that incorporate larger islands or different spacing of landscaped areas than required in this section may be approved by the owner, as long as the minimum area of landscaping and minimum number of trees is provided.
- F. Commercial parking facing public right of ways will be subject the standards of Section 5.1.

5.3 Planting Standards and Maintenance

Minimum Planting Standards are as follows:

Large Trees - 3" Caliper, 10-12 ft. Height

Medium Trees – 2" Caliper, 8-10 ft. Height

Small Trees – 1.5" Caliper, 6-8 ft. Height

Large Shrubs – 7 Gallon, 6' Height

Medium Shrubs – 5 Gallon 4' Height

Small Shrubs and Ornamental Grasses – 3 Gallon, 3-4'

Annuals and Perennials – 1 Gallon

All required plantings installed shall be:

1. Nursery grown stock that is free from pests or growth problems, and
2. Installed and maintained according to best management practices and standards set forth by the American Nursery and Landscape Association, ANSI Z60.1-2004, as amended; and
3. **Selected from the List of Approved Plant Species for the Town of Chapin and List of**

Approved Tree Species for the Town of Chapin as provided by the Zoning Administrator.

4. Except for individual single-family lots, all newly-planted and relocated plant material shall be watered by permanent irrigation systems. Trees shall be watered at a rate of five gallons per inch of caliper at least one time per week or as needed based on soil and weather conditions. All other vegetation shall be watered sufficiently to ensure healthy growth and longevity in the landscape.

Commercial outparcels maintained by the property owner while vacant to maintain an attractive appearance. Vegetation shall consist of turf grass, shrubs, trees, live ground cover, annuals, perennials, ornamental grasses, or other vegetative cover that will secure the soil and create an attractive appearance.

6.0 PROPERTY OWNER’S ASSOCIATIONS

All areas within Brighton will subject to the covenants of a POA (Property Owner’s Association) or HOA (Homeowner’s Association). It is anticipated that several associations will need be established to serve this multifaceted development. All these associations will own and maintain any property considered to be common area, including permanent monument signage, private easements, landscaping in common, walking trails, and recreation areas. These associations will be responsible for implementing, maintaining, and enforcing restrictive covenants. An example of the covenants is provided as Exhibit 6.

The single-family residential owners will be included in a HOA with the Townhome residences and commercial areas included in various POA’s. The proposed associations will provide the oversight, and guidance needed to maintain a first-class development.

7.0 ARCHITECTURAL STYLE AND BUILDING MATERIALS

7.1 Residential Properties

An extensive inventory will be offered in several lot sizes to construct both one- and two-story homes with a range of square footages and a variety of architectural styles. Exterior veneer materials will consist of one or a combination of vinyl, fiber cement siding, brick, and stone. The fascia will be metal, and the soffits will be vinyl. Shutters will normally be fixed vinyl shutters. This includes other housing products for townhome units as well. The subject properties will be subject to the Town of Chapin Boulevard overlay requirements and review by the Architectural Review Board. The Owner reserves the right to add additional requirements on a case-by-case basis.

Example photographs of various houses have been included below. The photographs are intended to provide an idea of the types of architectural styles that will be used and how color and materials may be used to vary elevation appearances.



**Pictures should be considered for illustrative purposes only.*

7.1 Commercial Properties

Commercial properties will be subject to the requirements of the Town of Chapin Boulevard overlay district and reviewed by the Architectural Review Board. The Owner reserves the right to add additional requirements on a case-by-case basis.

8.0 SIGNAGE

Permanent signage near the main entrances on either side of Columbia Avenue. Secondary entrances will have a similar sign on a smaller scale. All signage will be subject to the guidelines of the Town of Chapin Boulevard Overlay District.

Electronic signs are prohibited with the Brighton PD and all proposed signage will be of a cohesive design.

The proposed signage will match the existing signage in the technology park (see below).



9.0 ENGINEERING

The regulations and guidelines concerning the development of property as dictated by The Town of Chapin, the City of Columbia (water), South Carolina Department of Transportation (SCDOT), South Carolina Department of Health and Environmental Control (SCDHEC), and Lexington County regulations and guidelines concerning the development of property will be followed. Mungo Homes has engaged Civil Engineering of Columbia Inc. who has almost 50 years of experience working in Lexington County and has a solid understanding of the engineering required to complete this project and is committed to providing high quality engineering for this project.

9.1 Roads

This development will have access points from Columbia Avenue. SCDOT has been consulted and these locations as shown on Exhibit 3 have been cleared as access points to this community. SCDOT traffic mitigation will include installation of the following:

- Eastbound left-turn lane with Columbia Avenue to accommodate left-turn movements from Columbia Avenue onto Brighton Boulevard.
- Westbound left-turn lane within Columbia Avenue to accommodate left-turn movements from Columbia Avenue to Woodthrush Road.
- Westbound right-turn lane along Columbia Avenue to accommodate right-turn movements from Columbia Avenue onto Brighton Avenue.

The proposed road typical sections for the streets will vary depending on the district and are shown Exhibits 4 and 5. Pavement sections will be evaluated during the site design of the various phases to ensure proper design.

All Pedestrian crossings of roads will include ADA compliant striped crossings and curb ramps. All new streets will be deeded to Lexington County upon successful completion of the maintenance period. Any work within the right of way of Columbia Avenue will be submitted to SCDOT for review and approval.

9.2 Grading and Erosion Control

As each section is developed, lots will be graded to create level building pads and to define swales and drainage patterns. Tree stumps and limbs from clearing will be ground to mulch and used onsite for soil erosion measures to the extent possible in addition to other BMP's. Best management practices in accordance with The Town of Chapin, Lexington County and SC DHEC regulations will be implemented upon the initial clearing of each section for proper soil erosion and sediment control. Slopes and other disturbed areas between sections of lots will be revegetated. Buffers around the exterior of the property will be left in place to help shield it from surrounding properties as shown when able.

9.3 Water and Sewer

The site engineer has discussed the project with the Town of Chapin (sewer) and the City of Columbia (water). Water and sewer are available to this project. Potable water will be provided from the existing lines along Columbia Avenue.

9.4 Stormwater

Stormwater runoff will be controlled utilizing a collection system and appropriately placed detention ponds. The collection system will start with small swales and curbs that direct the water into collection basins and curb side catch basins. From these collection points the water will be piped/conveyed to the detention ponds. The purpose of detention ponds is to regulate the discharge of water from the site to no higher flow than discharged from the site prior to development. All stormwater system components will be engineered to meet Lexington County and SCDHEC water quality requirements according to an **Agreement to Facilitate dated 5/1/13**.

9.5 Wetlands and Floodplain

The national Wetland Inventory identifies several areas on parcel 1 which appear to be wetlands. These existing wetlands have been field delineated and verified by the US Army Corps of Engineers. This development and its associated projects will not impact these wetlands and will promote them as a natural amenity enhancing the community.

This property is not within the Flood Plain or Special Flood Hazard area per the current FEMA floodplain maps. Therefore, submittal to FEMA is not anticipated or required.

9.6 Other Public Services

Public schools for this community include:

Chapin Elementary, Chapin Middle School and Chapin High School.

Fire protection for this area is provided by Lexington County Fire Station No. 11

The Chapin Branch Library is also located in proximity for public use.

The Town of Chapin police department is located at the Town Hall.

10.0 CONCLUSION

The Brighton Planned Development will exemplify and maintain the high standards that have been in place in the Town of Chapin for many years. This includes both commercial and diverse residential offerings that will be meet the needs of residents and accommodate a variety of economic levels, age groups and preferences. This sets forth the guidelines for this high-quality mixed-use development that will serve the Town of Chapin, and its residents for many years to come.

We respectfully request that the Town of Chapin approve our PD for Brighton.

11.0 ATTACHMENTS

- Exhibit 1 – Plat of Property
- Exhibit 2 – Proposed Zoning District Plan
- Exhibit 3 – Proposed Roadway Details
- Exhibit 4 – Proposed Roadway Details
- Exhibit 5 – Proposed Master Plan Rendering
- Exhibit 6 – Sample Neighborhood Covenants

**Any illustrations contained herein should be considered illustrative only and may not represent the architectural or material properties of the represented object.*

NOTES & REFERENCES:

- LEXINGTON COUNTY TAX MAP 000700 BLOCK 01 LOTS 002, 003, 014, 015 AND BLOCK 03 LOT 201. ALSO 000300-04-053.
- FINAL PLAT PREPARED FOR LEXINGTON COUNTY BY SURVEY ONE, LLC DATED 6-20-17. RECORDED IN PB 19485-256.
- BOUNDARY SURVEY PREPARED FOR THE MUNGO COMPANY BY CIVIL ENGINEERING OF COLUMBIA. SURVEY DATED JANUARY 10, 2003 AND LAST REVISED 12-29-09. (CEC #02147) RECORDED IN PB 14057-22.
- BOUNDARY SURVEY PREPARED FOR THE MUNGO COMPANY BY CIVIL ENGINEERING OF COLUMBIA. SURVEY DATED DECEMBER 20, 2004. (CEC #04128) RECORDED IN PB 9803-146.
- PARCELS "B" AND "C" SHOWN ON AN ALTA/ACSM LAND TITLE SURVEY PREPARED FOR DEVELOPMENT SERVICES, LLC BY CIVIL ENGINEERING OF COLUMBIA. SURVEY DATED AUGUST 30, 2005 AND LAST REVISED 7-03-06. (CEC #05080) RECORDED IN PB 10567-148.
- ALTA/ACSM LAND TITLE SURVEY OF A PORTION OF 00700-01-02 PREPARED FOR SOUTHEAST LAND ACQUISITIONS BY CIVIL ENGINEERING OF COLUMBIA. SURVEY DATED MAY 23, 2013. (CEC # 13028) RECORDED IN PB 16300-530.
- BOUNDARY SURVEY OF CHAPIN TECHNICAL PARK RIGHT-OF-WAY PREPARED FOR LEXINGTON COUNTY BY CIVIL ENGINEERING OF COLUMBIA. SURVEY DATED NOVEMBER 6, 2013. (CEC# 13023)
- I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP #45063C 0040 J, EFFECTIVE DATE JULY 5, 2018, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, A PORTION OF THE SUBJECT PROPERTY IS WITHIN UNSHADED ZONE "A" AND THE REMAINDER BEING IN UNSHADED ZONE "X".
- THE INFORMATION SHOWN ON THIS SHEET WAS DERIVED FROM A FIELD RUN SURVEY. OBVIOUS AND APPARENT FEATURES ENCOUNTERED ARE INCLUDED ON THIS SHEET. RELATED, REFERENCED INFORMATION WAS ALSO USED, UNLESS STATED HEREON, NO TITLE SEARCH WAS PERFORMED BY CIVIL ENGINEERING OF COLUMBIA, AND SOME EASEMENTS OR OTHER MATTERS OF RECORD MAY NOT APPEAR. THIS SHEET WAS PREPARED FOR A SPECIFIC CLIENT TO BE USED FOR A SPECIFIC PURPOSE. USE BY ANY OTHER PARTY, WITHOUT WRITTEN CONSENT, IS UNAUTHORIZED.
- ELLETT ROAD IS A COUNTY MAINTAINED DITCH TO DITCH DIRT ROAD ACCORDING TO RICHARD STRANGE WITH LEXINGTON COUNTY PUBLIC WORKS, EXCEPT AS SHOWN.
- S.C.D.O.T. HIGHWAY PLAN AND PROFILE DOCKET NO. 32.340, PROJECT NO. F.A.P. No. 5-687, SHEETS 6 AND 7.
- S.C.D.O.T. HIGHWAY PLAN AND PROFILE DOCKET NO. 32.846, PROJECT NO. C-846, SHEET 6.
- WOODTHRUSS ROAD PLANS PREPARED FOR LEXINGTON COUNTY DEPT. OF PUBLIC WORKS BY WILBUR SMITH ASSOCIATES. DRAWING NO. 4, LAST REVISED 8/20/02. DRAWING NO. 5 LAST REVISED 8/26/02
- S.C. HWY. 48 & I-26 SEWER EXTENSION AS-BUILTS LINE PLAN & PROFILE PREPARED FOR TOWN OF CHAPIN MAYOR STAN SHEALY BY LETTIS INC.. PLAT DATED MARCH 1996, LAST REVISED 12-19-96. PROJECT NO. C-528.
- ALL PROPERTY CORNERS ARE NEW #5 REBAR UNLESS STATED OTHERWISE.

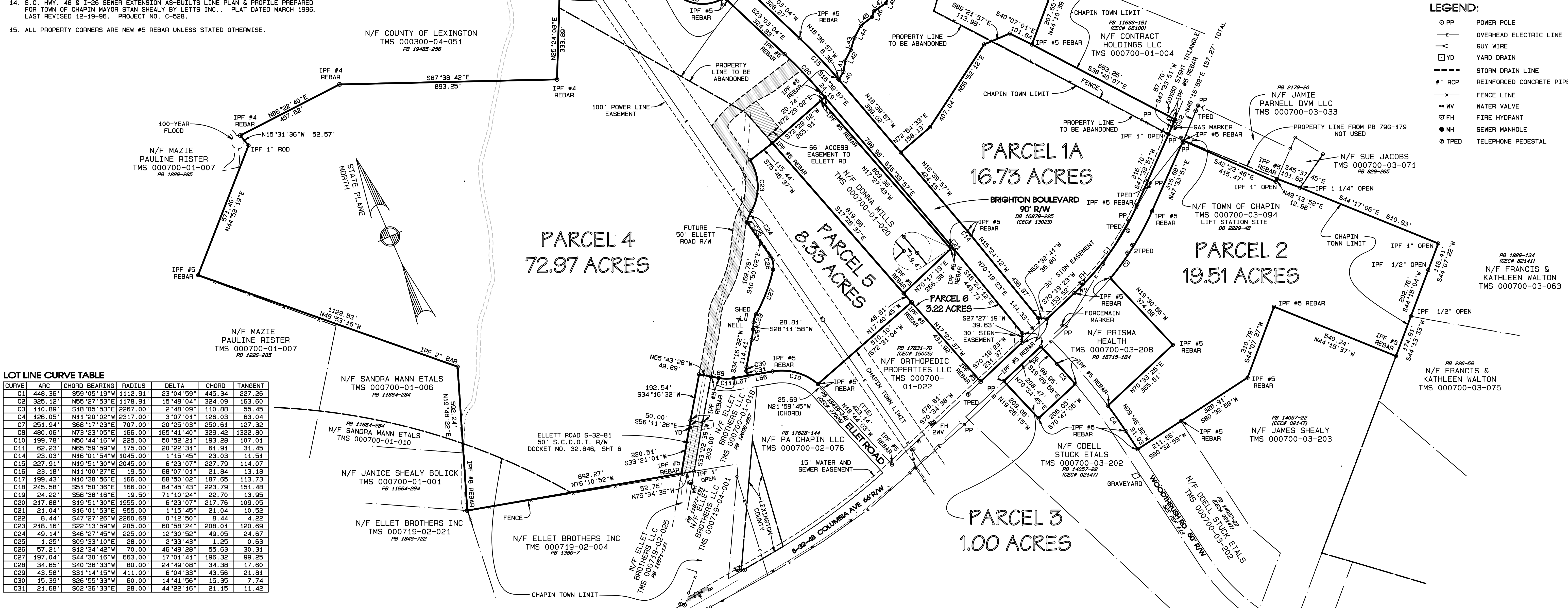
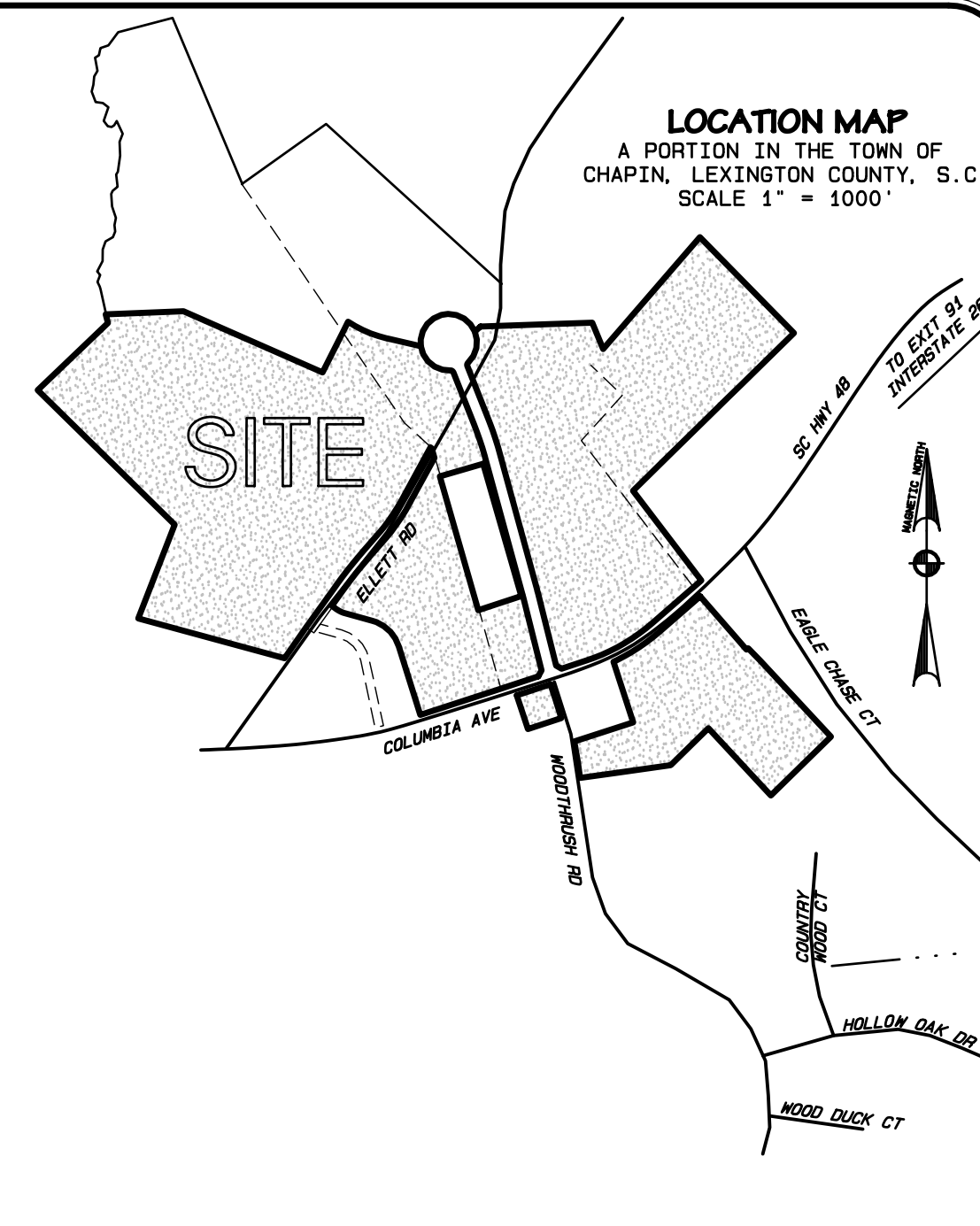
LINE TABLE

LINE	BEARING	DISTANCE
L40	N54°40'05"E	37.11'
L41	N33°11'38"E	47.43'
L42	N50°17'11"E	49.09'
L43	N40°46'17"E	52.23'
L44	N51°25'19"E	55.19'
L45	N75°46'07"E	58.73'
L46	N41°56'23"E	24.58'
L47	N79°29'54"E	61.20'
L48	N42°39'18"E	29.81'
L49	N66°03'07"E	5.35'
L50	N03°28'38"E	31.94'
L51	N44°09'29"E	66.37'
L52	S78°21'47"E	8.79'
L53	N09°40'20"E	2.95'
L54	S87°33'44"E	48.32'
L55	N02°42'04"W	42.76'
L56	N41°38'33"E	54.44'
L57	N09°23'26"E	11.62'
L58	N38°32'05"E	41.91'
L59	N36°34'32"E	40.18'
L60	N18°14'22"E	22.64'
L61	N01°18'31"E	22.62'
L62	N26°15'12"E	39.27'
L63	N18°30'43"E	33.68'
L64	N24°24'50"E	37.16'
L65	N32°41'14"E	29.43'
L66	N76°06'11"W	98.95'
L67	N76°06'10"W	57.15'
L68	N55°48'07"W	32.10'

LOT LINE CURVE TABLE

CURVE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C1	448.36'	S59°05'19"W	1112.91'	23°04'59"	445.34'	227.26'
C2	325.12'	N55°27'53"E	1178.91'	15°48'04"	324.09'	163.60'
C3	110.89'	S18°05'53"E	2267.00'	2°48'09"	110.88'	59.45'
C4	126.05'	N11°20'02"W	2317.00'	3°07'01"	126.03'	63.04'
C7	251.94'	S68°17'23"E	707.00'	20°25'03"	250.61'	127.32'
C8	480.06'	N73°23'05"E	166.00'	165°41'40"	329.42'	1322.80'
C10	199.78'	N50°44'16"W	225.00'	50°52'21"	193.28'	107.01'
C11	62.23'	N65°59'59"W	175.00'	20°22'31"	61.91'	31.45'
C14	23.03'	N16°01'54"W	1045.00'	1°15'45"	23.03'	11.51'
C15	227.91'	N19°51'30"W	2045.00'	6°23'07"	227.79'	114.07'
C16	23.18'	N11°00'27"E	19.50'	68°07'01"	21.84'	13.18'
C17	199.43'	N10°38'56"E	166.00'	68°50'02"	187.65'	113.73'
C18	245.58'	S51°50'36"E	166.00'	84°45'43"	223.79'	151.48'
C19	24.22'	S58°38'16"E	19.50'	71°10'24"	22.70'	13.95'
C20	217.88'	S19°51'30"E	1955.00'	6°23'07"	217.76'	109.05'
C21	21.04'	S16°01'53"E	955.00'	1°15'45"	21.04'	10.52'
C22	9.44'	S47°27'26"W	2260.88'	0°12'42"	9.44'	4.22'
C23	218.16'	S22°13'59"W	205.00'	60°58'24"	208.01'	120.69'
C24	49.14'	S46°27'45"W	225.00'	12°30'52"	49.05'	24.67'
C25	1.25'	S09°33'10"E	28.00'	2°33'43"	1.25'	0.63'
C26	57.21'	S12°34'42"W	70.00'	46°49'28"	55.63'	30.31'
C27	197.04'	S44°30'16"W	663.00'	17°01'41"	196.32'	99.25'
C28	34.65'	S40°36'33"W	60.00'	24°49'08"	34.38'	17.60'
C29	43.58'	S31°14'15"W	41.00'	6°04'33"	43.56'	21.81'
C30	15.39'	S26°55'33"W	60.00'	14°41'56"	15.35'	7.74'
C31	21.68'	S02°36'33"E	28.00'	44°22'16"	21.15'	11.42'

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

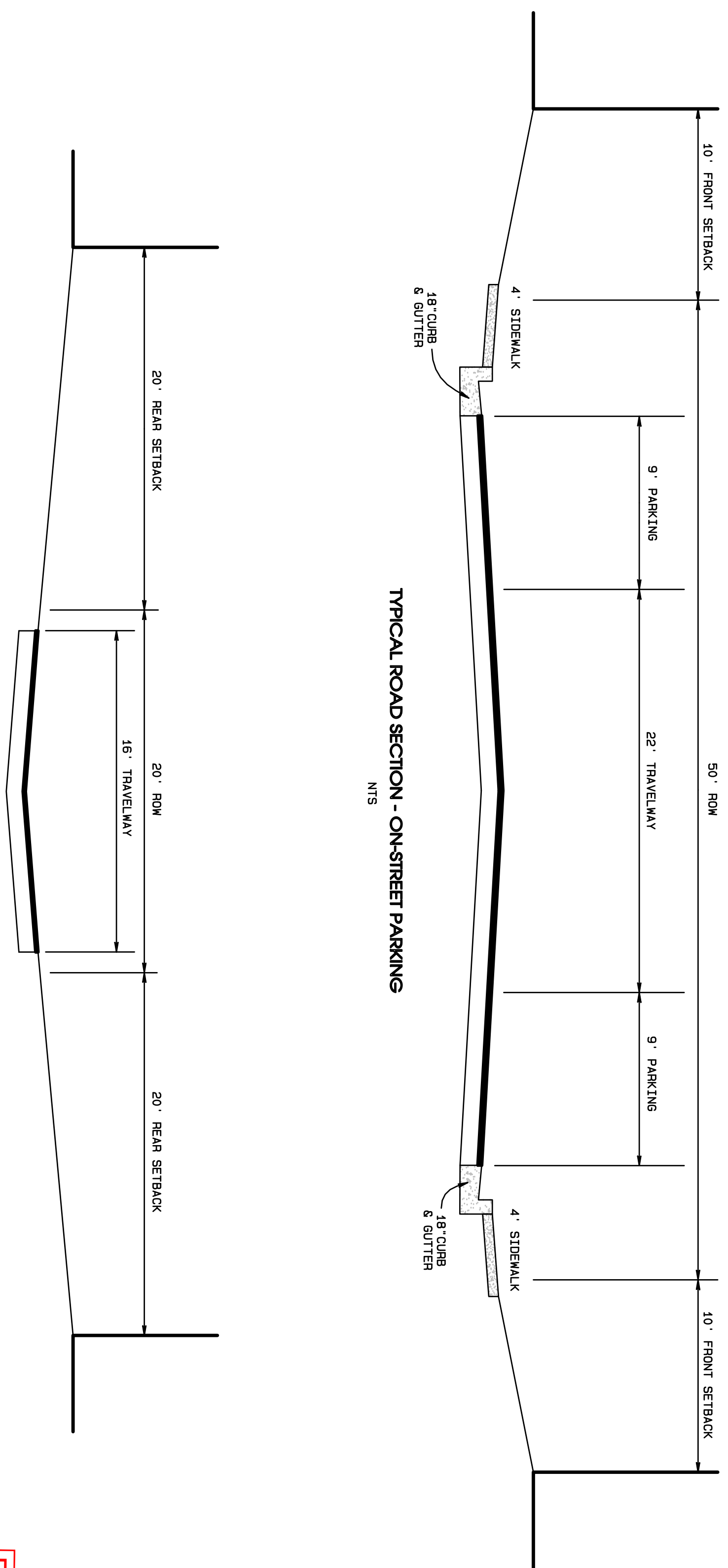
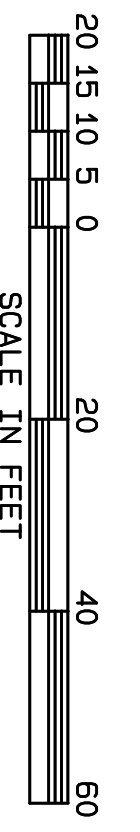
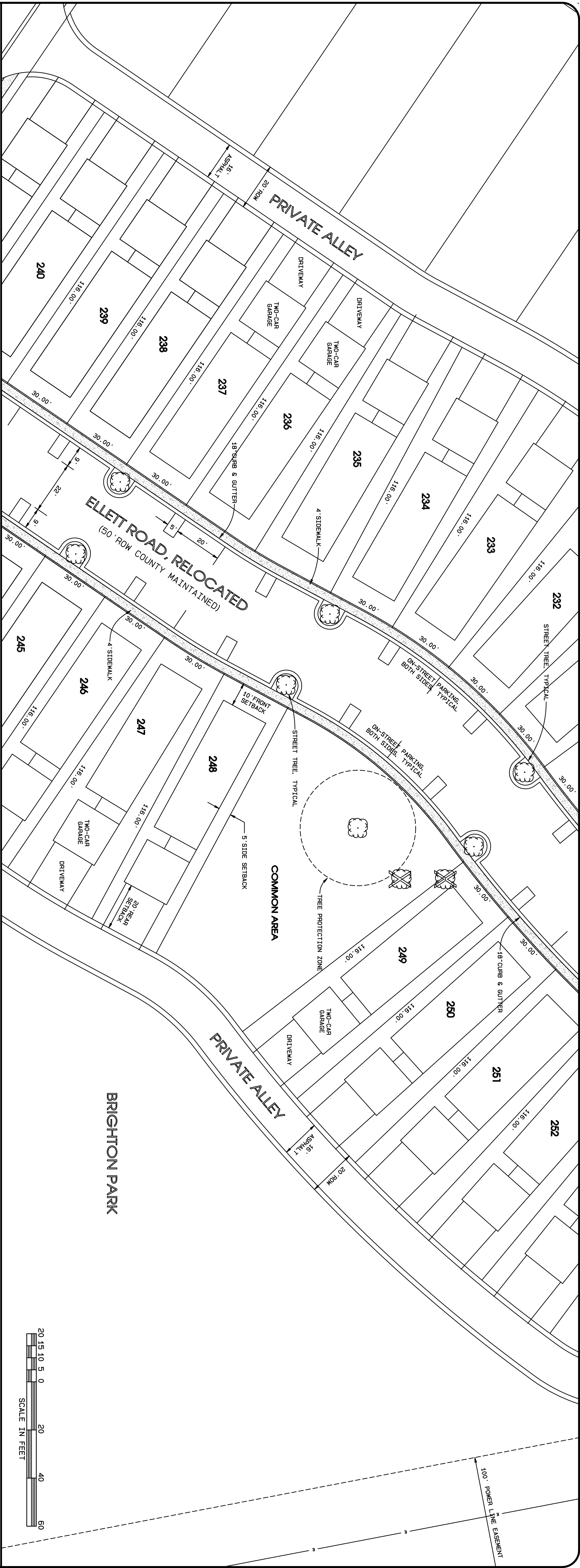


- LEGEND:**
- PP POWER POLE
 - OVERHEAD ELECTRIC LINE
 - GUY WIRE
 - YD YARD DRAIN
 - STORM DRAIN LINE
 - # RCP REINFORCED CONCRETE PIPE
 - FENCE LINE
 - WV WATER VALVE
 - ⊕ FH FIRE HYDRANT
 - MH SEWER MANHOLE
 - TPED TELEPHONE PEDESTAL

EXHIBIT 1

BOUNDARY SURVEY
PARTIALLY WITHIN THE TOWN OF CHAPIN, LEXINGTON COUNTY, S.C.
SCALE IN FEET

NO. 1	REVISION	DESCRIPTION
	DATE	REVISION
BOUNDARY SURVEY PREPARED FOR SOUTHEAST LAND ACQUISITION, LLC IRMO, SOUTH CAROLINA CHECKED BY: 09026		
SCALE	DATE	DRAWN
1" = 200'	APRIL 7, 2014	N. DELOACH
		DESIGNED
		N/A
DRAWING NUMBER	JOB NUMBER	
1 OF 1	09026	



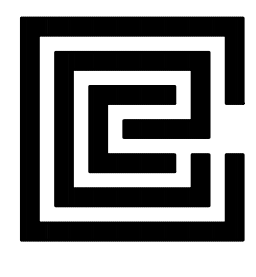
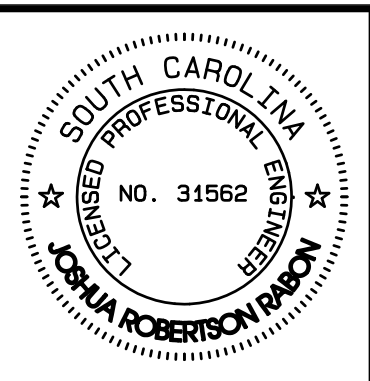
TYPICAL SECTION - PRIVATE ALLEY
NTS

TYPICAL ROAD SECTION - ON-STREET PARKING
NTS

Brignton
TOWN OF CHARLTON, SOUTH CAROLINA

EXHIBIT 4

SCALE	AS SHOWN	PD DETAILS
DATE	DEC 27, 2021	R-2 RESIDENTIAL - REAR LOADED
DRAWN	FLOWERS	PREPARED FOR
DESIGNED	FLOWERS	MUNGO HOMES
DRAWING NUMBER	CHECKED BY:	JOB NUMBER
1 OF 2		09026

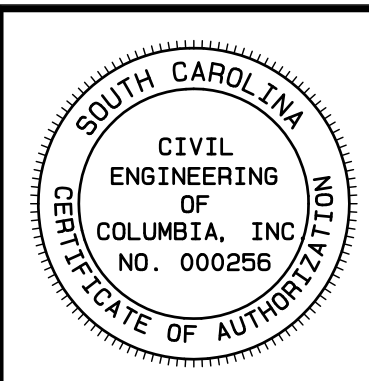


CIVIL ENGINEERING of COLUMBIA

3740A FERNANDINA ROAD COLUMBIA, SC 29210
TEL (803) 798-2820 FAX (803) 798-2826

THE PRODUCT ON THIS SHEET WAS PREPARED FOR A SPECIFIC CLIENT FOR A SPECIFIC PURPOSE. USE BY ANY OTHER PERSON, WITHOUT WRITTEN PERMISSION, FROM THE DESIGN ENGINEER IS STRICTLY PROHIBITED. THIS DOES NOT APPLY TO THE CITY OF COLUMBIA.

ANY CERTIFICATIONS, WARRANTIES, OR GUARANTEES SIGNED BY THE ENGINEER OR SURVEYOR OF RECORD FOR THIS PROJECT ARE INTENDED TO EXPRESS THAT STANDARD AND REASONABLE CARE WERE USED IN PREPARATION OF THESE DOCUMENTS.



REVISION			
NO.	DATE	DESCRIPTION	BY

REGULATIONS

FOR

(Community)

Amended: ___/___/___

*This is a revised version of the Regulations previously recorded in Record Book _____ at page _____
on _____, 202__ in _____ County*

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PASSENGER VEHICLES

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REGULATIONS RELATED TO ANIMALS AND PETS

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COMMON AREA USE AND MODIFICATION

INTRODUCTION:

This document, the Regulations for the Community, defines and extends some of the rights and authority granted to the Developer and to the Association (“**When Empowered**” by a partial or total transfer of control of authority from the Developer) in accordance with the provisions of the Governing Documents for the Community (more specifically, the “**Declaration**”). Further, this document creates additional Regulations for the entire Community, for the use of Lots and Common Areas (if any are the responsibility of the Association) within the Community and for the actions and behavior of all property owners and their family members, guests, invitees, licensees, etc. (hereinafter as well as in the Declaration, their “**Permittees**”), while residing in and visiting the Community or while using Common Areas and facilities (if any) within the Community. **Additional Use restrictions are therefore also set out in the Declaration.**

We encourage you to review this document, to familiarize yourself with the Regulations that are set out here and the Use Restrictions provided in the Declaration, as well as the requirements spelled out in any Architectural Guidelines. We also encourage you to embrace the “**Standards**” (**architectural and behavioral**) established by these documents as they are intended to help the Association and its homeowners maintain a secure and harmonious environment within the Community.

Capitalized terms used in this document shall have the same meaning as the definitions in the Declaration, as amended. Should there be any conflicts between these Regulations and the Declaration, the Declaration shall control.

LOT OWNER’S RESPONSIBILITY:

The Declaration requires that each Lot Owner comply with the Regulations. It is the responsibility of each Lot Owner to obtain a copy of these documents, to familiarize themselves with these documents and to require that their family members, guests, invitees, licensees (their “Permittees”) do so as well. Failure on the part of any Lot Owner to acquire or to be provided with a copy of the Declaration, any Architectural Guidelines or Standards or the Regulations or their failure to review these documents does not in any way limit the Developer’s or the Association’s right or authority to enforce the terms of these documents or relieve an Lot Owner or that Lot Owner’s Permittees of their obligation to comply with these documents.

MAINTENANCE ROAD RIGHT-OF-WAY:

As further defined in the Declaration, unless designated as a Common Area or unless the responsibility for maintenance of this area is assumed by the Association as part of the Area of Common Responsibility, each homeowner shall be responsible for the installation (if landscaping acceptable to the Association does not already exist) and continued maintenance of landscaping in any portion of the road right-of-way that exists between the back of the curb (or the actual pavement, where no curbing exists) and their property line. As with all Structures located upon a Lot, including landscaping, the installation of all Structures located within these areas shall be subject to the approval of the Association and the quality of maintenance within these areas shall be subject to the standards established by the Association. All remedies available to the

Association for the failure of a Lot Owner to obtain approval for the installation of a Structure or for failure of a Lot Owner to properly maintain a Structure in these areas in accordance with the standards established by the Association, including landscaping, shall be the same as those remedies available to the Association for Lot Owners who fail to properly obtain approval, install and maintain Structures on their Lots.

SOURCE OF AND SCOPE OF AUTHORITY, VARIANCES AND DEVELOPER'S AUTHORITY:

The scope of the authority granted to the Developer and later to the Association, is set out in the Declaration, which encumbers every Lot, road right-of-way and all Common Areas (if any are created), as well as in these Regulations and the Association's By-laws. In addition to establishing restrictions, the Declaration authorizes the Developer (and later the Association) to amend these restrictions and to create and to amend additional Regulations applicable to the Lots, the road rights-of-ways and Common Areas. It should be noted that certain use restrictions in the Declaration may be amended by the establishment or thereafter the amendment of a Regulation. The Developer and later the Association are also authorized by the Declaration to amend the Regulations and any Architectural Review Guidelines that may be established by the Developer or the Association.

To assure compliance with the Declaration, the Regulations, the Bylaws and any Architectural Guidelines or Standards, the Declaration and, where applicable, this document makes remedies available to the Association to enforce these documents and the restrictions, regulations, guidelines and standard contained therein or established thereby. Additionally, the Board of the Association are provided by the Declaration with the authority to waive or grant variances to the provisions, including the requirements of these documents.

VARIANCES:

The Association shall have the right, in the sole discretion of its Board, to waive or grant temporary or permanent variances to any Use Restriction, regulation, standard or guideline established in the Declaration, the Regulations or any Architectural Guidelines or to any Architectural Standard established by the Developer or the Board of the Association. All variances shall be in writing and shall be specific as to the time period that such variance shall be in effect and the action or inaction for which the variance is to pertain. Nothing herein or in the Declaration, however, shall in any way be deemed to allow the Association to grant variances to any law or ordinance or to the ruling or decision of any governmental body having jurisdiction thereover.

The determination as to whether an action, inaction or the conditions surrounding any purported violation of the Declaration or these Regulations that may be reported to the Association constitutes a violation, a significant enough hazard, an inappropriate enough inconvenience or a significant enough nuisance to other lot owners that such actions, inactions or conditions require action by the Association shall only and at all times be made by the Board of Directors of the Association, or where applicable and when such authority is provided to it, by the Architectural Control Authority (hereinafter, the "ACA"), in the sole discretion of each.

DEVELOPER'S RIGHTS AND AUTHORITY:

Until one hundred (100%) percent of the Dwellings permitted by the Master Plan have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, the Developer may, in its sole discretion: (a) amend the Regulations of the Association; (b) waive the violation of any Regulation issued by the Association; (c) grant variances to the Regulations of the Association; (d) veto any modification to the Regulations proposed or implemented by the Association; (e) override any attempt by the Association to enforce or implement the Regulations; and/or (f) require the Association to enforce and implement any provision of the Regulations.

VIOLATIONS, NOTICE, APPEAL AND REMEDIES:

NOTICE OF A VIOLATION:

Notice of a violation of the Declaration, the Regulations or of any Architectural Guidelines or Standards shall be provided by the Association in writing and, where no address is listed in the records of the Association, such notice may be posted on the Lot of the Owner. Any such notices shall include: (a) the nature of the violation, (b) the corrective actions or the ceasing of such action that may be required, (c) the date of the notice, (d) the deadline for compliance (or the period in which the corrective action must be completed), (e) a reference to the location of the provisions of the Governing Documents that apply, and (f) an address for written response from the Lot Owner in violation, if any.

APPEAL/RESPONSE TO NOTICE OF A VIOLATION:

Except in the case of a violation that is deemed by the Board of the Association to be an emergency, which should be denoted on any notice of a violation, or as otherwise provided in these Regulations, the By-laws, or the Declaration, a Lot Owners shall have a period of seven (7) days from the date of the notice indicated upon such notice of a violation (or such other period as stated in the notice) to contest: (a) the initial finding of the Board with respect to a violation, (b) any corrective actions that may be required, or (c) the time frame allowed for completion of the corrective action. Any request for appeal submitted by an Owner shall be in writing and shall be delivered to the location noted on the notice for response prior to 5:00 PM on the seventh (7th) day or the date stated in the notice of violation.

Upon the filing of an appeal of the initial decision of the Board, by a Lot Owner, the Board shall determine what action by the Lot Owner, if any, is appropriate and warranted and shall notify the lot Owner of its decision providing a timeframe for compliance, if any is required. The decision of the Board shall then be final and may no longer be appealed. The filing of an appeal shall not in itself cause the Board to be extend the period for compliance by the Lot Owner, though they may choose to do so at their sole discretion.

If the Lot Owner does not submit a written request for appeal of a decision of the Association within the seven (7) day period set out above (or such other period set out in the notice) or if the Lot Owner does not correct the violation within the time specified in the notice, at the sole determination of the Board, the Association may levy Assessments for Non-

compliance against the Lot Owner and their Lot and/or take corrective action that they deem appropriate at the Lot Owner's expense and the Association may levy all such Assessments for Non-compliance.

REMEDIES FOR NON-COMPLIANCE:

In accordance with the Declaration, the Association may levy an Assessment for Non-compliance against the Lot of any Lot Owner who fails to comply with a notice of violation from the Association. Though some of the other remedies of the Association are more specifically defined in the Declaration and in the By-laws of the Association, upon notice to any Lot Owner, the Association shall have the right to require that any violation of the Declaration, By-laws, any Architectural Guidelines or Standards or these Regulations be corrected within a time frame that they deem reasonable and that is provided in such notice. This shall include, but shall not be limited to, an action at law or in equity. The cost of achieving such correction, together with the cost of any supervision and/or management of such action(s) taken by the Association, any Assessments for Non-Compliance levied by the Association and any Cost of Collection or attorney fees, may then be added by the Association to the Association's continuing lien on the Lot(s) of the Owner and shall become the personal obligation of the Owner or Co-owner(s) of the Lot.

REGULATIONS RELATED TO USE OF PROPERTY:

Unless otherwise designated in a Supplemental Declaration filed by the Developer for additional phases of the Community, all Lots shall be used for single-family residential purposes only, subject to the following:

DEVELOPER'S AND BUILDER'S RIGHTS RESERVED:

Nothing herein shall prevent the Developer or any builder of homes in the Community approved by Developer from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in the Community, including the establishment of one or more model homes; or, to the extent allowed by applicable zoning laws, a private office to be maintained in a dwelling located on any of the Lots, subject to any and all conditions established by an approval granted by the Association.

GENERAL BUSINESS ACTIVITY ON LOTS:

No commercial enterprise, business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Association. The term "business" shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the providing of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof.

Subject to the Association's approval rights above, an Owner or occupant residing in a Lot may, however, conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside any Improvements on the Lot; (b) the business activity conforms to all zoning requirements and all other applicable laws and regulations; (c) the business activity does not involve persons coming onto the Lot or into the Community who do not reside on that Lot or in the Community or door-to-door solicitation of residents of the Community in any way; and (d) the business activity is consistent with the residential character of the Community and does not constitute any sort of a nuisance, or hazard or offensive use of any type or threaten the security or safety of other residents of the Community, all of which may be determined in the sole discretion of the Association.

No signage, advertising or identifying a commercial enterprise, business, or a business activity (including garage sales) may be displayed on a Lot, from a Structure or other Improvement located on a Lot where it is in any way visible outside of any Improvement on the Lot, within any location abutting a private or public road right-of-way within the Community or within a public road right-of-way abutting the Community, without the written approval of the Association.

The Association shall at all times have the authority to determine in its sole discretion whether or not an activity falls within the parameters of a commercial enterprise, business or business activity and whether or not that activity requires approval by the Association in order to be conducted. It is therefore prudent for a Lot Owner to consult the Association prior to commencing any activity that might conceivably be considered by the Association as a commercial enterprise, business or business activity and whether approval is required.

GARAGE SALES:

No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot without the approval of the Association.

DWELLINGS LEASES:

Notwithstanding the above, the leasing of a home on a Lot shall not be considered a trade or business within the meaning of this section. Whether or not it is specifically stated in a lease agreement, the Declaration makes all leases subject to the Declaration, By-Laws, the Regulations and the Architectural Guidelines. In addition, the Declaration requires all tenants and their guests to comply with these documents and makes the Lot Owner responsible for providing the tenant with notice of this fact and the requirements under these documents and for the actions of the tenant and of their guests.

Dwellings may not be leased in total or in part for periods of less than six (6) months, unless the circumstances and the terms of the lease are specifically approved in writing by the Board of Directors of the Association. This limitation specifically applies to daily, weekly or monthly leases, including short term stay rental agreements obtained by the Lot Owner or an individual, entity or agency that locates tenants and leasable properties for such purposes. Prohibited use shall include, but not limited to, any use of a Unit, or rooms(s) in a Unit as a bed

and breakfast, regardless of whether the owner/operator resides in the Unit, and/or any use of transient, hotel, motel, lodging, vacation rental, nightly rental, tourist home, tourist house or similar usage.

UNSIGHTLY OR UNKEMPT CONDITIONS:

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt conditions on their Lot, including the failure to properly install or maintain landscaping. The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. No Lot or Structure on a Lot within the Properties shall be used, in whole or in part, for the storage of any property or thing that will in the sole opinion of the Association, cause such Lot or Structure or Improvement to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of Community or the surrounding property. As set out in the Declaration, all Lot Owners are responsible for the maintenance of landscaping and the removal of debris from their Lot. In addition, whether addressed in the Declaration or not, all Lot Owners shall be responsible for the maintenance of landscaping in and for the removal of debris from within the road right-of way abutting their lot.

All exterior porches, patios and other Structures of this type as well as other locations on the lot that can be viewed from another Lot or the street are to be kept free and clear of unnecessary debris and clutter. Only outdoor furniture of a type and in a quantity appropriate for use on a Structure of this type shall be used on a permanent basis on these Structures or on the Lot. The authority to determine what type and quantity of furniture is appropriate and what constitutes excessive debris or clutter shall be that of the Association. No appliances shall, at any time, be stored on an exterior porch, patio or other like structure.

GARAGE DOORS:

Garage doors are to remain closed at all times when access is not required, with the exception of periods when continued access is required for the completion of a project or activity. In this event, garage doors may not be left open for periods in excess of twelve (12) hours and in no case overnight. The practice of leaving garage doors open for activities and projects for extended periods shall not become frequent, continuous or habitual and the frequency of leaving garage doors open to view from the street shall not constitute a nuisance to other Lot owners in the Community. The determination of what constitutes a nuisance, of what constitutes an acceptable period of time for a garage door to remain open and of what frequency is acceptable shall solely be that of the Association.

GARBAGE AND REFUSE DISPOSAL, GARBAGE CONTAINERS:

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose and which are approved by the Association and screened from public view in a manner acceptable to the Association. All equipment for the storage or disposal of such waste material shall be kept in a

clean and sanitary condition. No burning of any trash (except as approved by the Association) and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot, street or upon any Common Area and all of these areas shall be kept clean at all times. If such litter or other materials is found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Association. Should the Owner fail to remove the refuse within the period set out in the written notice, the Association shall have the right to see that the refuse is removed by an appropriate party and to have the Association assess the Owner of that Lot for all of the costs associated with that removal, together with any collection costs, which shall become a part of the Association's continuing lien on the lot.

The size, type and storage location of all garbage containers shall be approved by the Association. Except on the day of pickup by the garbage collector, all containers shall be located in a garage or in rear yards or side yards, screened or walled from front streets and adjoining properties in a manner approved by the Association. Containers shall not remain on the street past **9:00 AM** on the morning following pickup.

There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, storm or other drainage system pipes, catch basins, yard drains, stream, pond, lake or on any Lot, street or Common Area within the Properties, except that fertilizers may be applied to landscaping on Lots and in Common Areas, provided care is taken to minimize run-off. For a limited period of time acceptable to the Association and subject to additional conditions set by the Association or by a governmental entity or municipality responsible for its removal, where removal of such material is regularly provided by that entity or a provider contracted by that governmental entity for its removal, trash and debris acceptable to the Association may be placed on the roadside for normal pick up. Upon notice from the Association that the type, quantity, location, condition of the trash or debris is unacceptable or that the time frame that the trash or Debris has or will remain in view is unacceptable, an owner shall remove such trash and debris from view of the street and other Lot Owners or from the Lot if directed to do so by the Association.

Each Owner or Builder shall maintain its Lot in a neat and orderly condition throughout initial construction of a residential dwelling and not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Properties. Each Owner shall keep roadways, easements, swales, and other portions of the Properties clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in a standard size dumpster or other appropriate receptacles and removed regularly from Lot and shall not be burned (except in a manner approved by the Association), buried or covered on the Lot. Any Lot on which construction is in progress may be policed prior to each weekend, and during the weekend, all materials shall be neatly stacked or placed and any trash or waste materials shall be removed.

COMBUSTIBLE LIQUID:

There shall be no storage of gasoline, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Lot for emergency operation of household heating and cooking appliances, for gas fireplaces and

for the operation of lawn mowers and similar tools or equipment. Larger quantities (over 5 U.S. Gallons) must be approved by the Association.

REGULATIONS RELATED TO STRUCTURES AND OTHER SMALL AND LARGE IMPROVEMENTS ON LOTS:

SIGNAGE AND FLAGS:

SIGNS AND FLAGS IN GENERAL:

- **Signs and flags protected by Federal or State Law (including signs and flags containing the image of the flag of the State of South Carolina and the Flag of the United States) shall be allowed subject to applicable State and Federal Law, which may include protected criteria such as the location, size, use or content of the sign or flag.**
- At their sole and absolute discretion, the Board of Directors may request the removal of any sign or flag or may remove any sign or flag deemed offensive or non-compliant with these Regulations.
- All signs and flags must be placed within the boundaries of the Lot and no sign or flag, including a political sign or flag, may be placed in the Area of Extended Lot Owner Responsibility (the road right-of-way).
- No sign or flag shall block a sidewalk, street or roadway, or intersection or in any way negatively impact the visibility from, to or for such area.
- No Owner, person or entity, other than the Developer or Association, shall place any form of sign or flag, including political signs or flags, on a roadway, in the road right-of-way or on any portion of the Common Area.
- A total of no more than of **three (3)** signs and flags (together and of any type) may be displayed on any Lot at any given time (including For Sale and For Rent signs and political signs and flags).
- No sign or flag that shall negatively address or impugn or that provides negative comment toward or about any individual, entity, the Developer, a Builder, the Association or the Community shall be placed upon any Lot, Area of Extended Lot Owner's Responsibility, street or roadway or on any Common Area.
- Any limitations provided herein shall apply to all Lot Owners, as well as their Permittees, including their Tenants.

POLITICAL SIGNS AND FLAGS:

Except as provided below, the limitations for political signs and flags below shall apply in addition to those limitations set out in the "Signs and Flags in General" section of

these Regulations. Political signs and flags promoting or opposing an individual or issue for which a vote of the constituency or electorate will occur may be displayed on a Lot within the Community under the following conditions:

- Only signs or flags that promote or oppose an individual candidate, political party, or issue that is registered with the State, County or an applicable Municipality and for which a vote of the constituency or electorate is to be cast are permitted.
- The Lot on which the signs or flags are displayed: (a) must be located within the district or constituency of the individual candidate running for election; (b) must be located within the district or constituency where the political party displayed on the sign or flag is a participant in the specific election or decision of the constituency for which votes are to be cast or (c) must be located within a district or constituency where the issue displayed on the sign or flag is to be voted upon and where such issue directly affects the Lot or the Owner of the Lot where the sign or flag is to be displayed.
- A political sign must be of a commercial quality (may not be a handmade sign) and may not be larger than **eighteen inches (18") tall by twenty-four inches (24") wide (18" X 24")**.
- The political flag must be of a commercial quality (may not be a handmade flag) and may be no larger than **eighteen inches (18") tall by twenty-four inches (24") wide (18" X 24")**.
- A total of no more than **three (3)** signs and flags of any type, including political flags, may be displayed on any Lot at any given time.
- No political sign or flag may be displayed more than **sixty (60)** days prior to the actual date of the election or the vote of the electorate to be cast relative to an issue that meets the criteria set out herein.
- All political signs and flags must be removed from view from the road, from any other Lot or from any Common Area no later than **seven (7)** days after the election or the vote of the electorate on such issue that relates to the signs or flags content.
- Only **one (1)** sign or flag for any single candidate, political party (other than for more than one candidate or issue) or issue shall be displayed on a Lot.
- No Owner, person or entity, other than the Developer or Association, may place a political sign or flag of any type on Common Area.

NON-POLITICAL FLAGS:

- **Except where such limitation is prohibited by applicable State or Federal Law, flags shall apply to those limitations set out in the "Signs and Flags in General" section of these Regulations in addition to the limitations or criteria set out below.**
- All flags must be of a commercial quality (may not be a handmade flags) and may not exceed **thirty-six (36) inches in height by sixty (60) inches in length (36" X 60")**.

- All flags on a Lot shall be affixed on the Lot in manner that does not adversely affect neighboring Lots.
- Flags that represent or oppose a collegiate or professional sport team or events are permitted, as long as they are not deemed by the Board to be offensive.

NON-POLITICAL SIGNS:

- **Except where such limitation is prohibited by applicable State or Federal Law, signs shall apply to those limitations set out in the “Signs and Flags in General” section of these Regulations in addition to the limitations or criteria set out below.**
- No signage, advertising or identifying a commercial enterprise, business, or a business activity (including garage sales) may be displayed on a Lot, from a Structure, Dwelling or other Improvement located on a Lot where it is in any way visible outside of that Structure, Dwelling or Improvement, within any location abutting a private or public road right-of-way within the Community or within a public road right-of-way abutting the Community, without the prior written approval of the Board of the Association.
- All signs must be of a commercial quality (may not be a handmade sign) and must be no larger than **eighteen inches (18”) tall by twenty-four inches (24”) wide (18” X 24”)**.

SEASONAL AND HOLIDAY DECORATIONS:

All seasonal, religious or other similar holiday decorations shall only be displayed on the exterior of the Dwelling and Lot during the period that begins **thirty (30)** days prior to the holiday and must be removed **fifteen (15)** days after the conclusion of the particular holiday for which the decoration pertains. This restriction does not apply to the “decretive lighting” addressed in the EXTERIOR LIGHTING section of these Regulations and the general criteria for signs and flags set out in the other sections of these Regulations shall not apply to seasonal and holiday decorations.

EXTERIOR LIGHTING:

The type, color and location of any additional security lighting must first be applied for and approved in writing by the Association prior to commencing its installation. All security lighting to be installed on the Lot or Dwelling must be installed in accordance with the following specifications/limitations. No variance to an approved lighting plan may be installed or otherwise implemented until such time as an application for such variance or modification has been submitted to the Association and a written approval from the Association has been issued.

- a. The installation of the security lighting on the Lot or Dwelling must generally be limited to the boundaries of the Lot on which it is installed.

- b. Any approved security lighting that is installed on the Lot or Dwelling must not be of a type or installed in a manner that causes excessive spillage of light onto adjacent Lots or Common Areas and may not otherwise cause a nuisance or otherwise adversely affect neighboring Lots or Common Areas.

The type, color and location of any additional decorative exterior lighting that is to be installed on a Lot or a Dwelling must first be approved in writing by the Association prior to commencing work. All exterior lighting to be installed on the Lot or Dwelling must be installed in accordance with the following specifications/limitations. No variance to an approved lighting plan may be installed or otherwise implemented until such time as an application for such variance or modification has been submitted to the Association and a written approval from the Association has been issued.

- a. The lighting must be ambient in nature and not overly bright.
- b. The lighting must not be of a type or installed in a manner that causes excessive spillage of light onto adjacent Lots or Common Areas or otherwise cause a nuisance or otherwise adversely affect neighboring Lots or Common Areas.
- c. Other than from Thanksgiving Day through New Year's Day (hereinafter, the "Holiday Period"), throughout the year the ambient exterior lighting color must remain "warm white". During the Holiday Period, other colors may be displayed, however, the lighting must return to the warm white color immediately after Holiday Period has ended.
- d. The installation of the ambient exterior lighting on the Lot or Dwelling must be limited to the boundaries of the Lot on which it is installed.
- e. All exterior lighting on a Lot or Dwelling, including this lighting, must be maintained on a regular and systematic basis and in a manner that prevents it from becoming unsightly or inoperable.

The determination as to what constitutes unsightly security or decorative exterior lighting, a non-conforming volume or color of light or excessive spillage onto another Lot or a Common Area, as well as any applicable determination related hereto, shall at all times be made by the Board of Directors of the Association. Upon written notice from the Association that the lighting system or the security or decorative lighting, whether approved or installed without approval, located upon or emanating from a Lot or Dwelling, as applicable, is unsightly, is not an acceptable color, creates excessive lighting volume, is inoperable or is not operating properly, or is causing excessive spillage onto another Lot or Common Area, the Lot Owner shall immediately or in the time period noted in such notice of non-compliance remedy the condition or remove it from that Owner's Lot or Dwelling entirely.

WINDOW TREATMENTS:

Window treatments and blinds that are viewable from the exterior of a home must be white or off white in color and must be kept in good repair at all times.

SOLAR PANELS AND EQUIPMENT:

Currently, solar panels (including those with a mirror like finish or that have a shiny, reflective framework) may not be installed on roofs or on other elevated structures on a lot. Other ground-mounted solar collector equipment or devices, such as ground-mounted solar panels or solar trees may be allowed, if they are screened in a manner that is acceptable to the Board and/or if they are deemed to be aesthetically acceptable by the Board. Written architectural approval is, however, required for the installation or placement of any such Structure or Improvements that may be deemed aesthetically acceptable or appropriately screened by the Board. Solar shingles (not panels) may or may not be considered at this time, based solely upon the determination of the aesthetic acceptability of such items by the Board or such other authority authorized to make such determinations.

In the future, as new innovations in solar technology and equipment become available and that are deemed by the Board to be aesthetically acceptable (such as aesthetically acceptable solar shingles), those items may be approvable on a Lot-by-Lot or an item-by-item basis, but again subject to architectural application and approval for each Lot. Currently, applications for roof-mounted solar panels like those described in the first sentence will not be accepted for review.

PLAYGROUNDS AND PLAYGROUND EQUIPMENT:

BASKETBALL GOALS IN GENERAL:

- a. The goal must be utilized in a manner that does not excessively negatively impact adjoining properties or property owners. At all times, vulgar and/or offensive language is not allowed.
- b. The goal may only be used between the hours of **8:00 AM to 9:30 PM**.
- c. Vehicles may be parked in the roadway to allow the use of the goal, only when there is no other reasonable space in the driveway to park them and then only while the goal is in use by residents of the home and their accompanied guests. Vehicles that are moved from the driveway to allow such use shall not be parked in a manner that creates an unacceptable hazard to traffic or that blocks mail service to any box.
- d. The post of any temporary (or permanent, if approved) goal must be black in color with a clear or white backboard. For temporary goals, the base must be black.
- e. The goal must at all times be maintained in good condition, including paint on the post, the condition of the backboard, maintenance and replacement of proper netting.
- f. When in use, the location or use of a temporary basketball goal shall not constitute a significant nuisance to other residents or an inappropriate inconvenience to other residents.
- g. The area surrounding the goal and the driveway must be policed and all debris and trash removed. All related paraphernalia, other than the goal itself, must be removed

when the goal is not in use.

- h. While variances to the location and use requirements set out herein may in some rare cases be provided, the circumstances surrounding the request for a variance and the reason(s) selected by the Board (or where applicable, the Architectural Control Authority) for providing such variance must, in the sole determination of the Board (or where applicable, the Architectural Control Authority), in their sole discretion, be adequate for the variance to be advisable or necessary. The fact that the criteria set out herein cannot be met due to limited driveway size, length or other dimension or the shape or configuration of a lot shall not in itself cause the Board (or the Architectural Control Authority) to grant a variance. (See “Variance” section at the beginning of this document.)

TEMPORARY BASKETBALL GOAL GUIDELINES:

Temporary basketball goals shall be used in accordance with the following standards:

- a. The goal must at all times be located on a Lot and may never be located any closer than **twenty-five feet (25’)** from any roadway.
- b. The goal may never be placed or set up in any manner that causes those using the structure to be in a roadway, including in cul-de-sacs.
- c. Unless otherwise specifically approved by the Association, the structure must be located in an upright position on the side of the driveway (or an approved poured concrete area).
- d. The weighted base of the structure may either be filled with sand or water, but may never be weighted from the outside of the structure.

PERMANENT BASKETBALL GOAL GUIDELINES:

The approval or disapproval of the installation of a permanent basketball goal shall be reviewed on a case-by-case basis and there is no guarantee that any permanent basketball request will be approved. Further, the approval of a goal or goal location for one Lot shall not in any way to be deemed as setting a precedent for any other Lot. All Lot Owners must obtain architectural approval from the Association for the location, design and type of basketball goal prior to installing a permanent basketball goal. It is therefore advised that an Owner not purchase a goal prior to obtaining written approval from the Association. Any such architectural application must include: a) a proper description of the basketball goal to include the design, dimensions, color; b) a drawing indicating the placement and distance between the goal and any roadway, as well as the distance between the goal and the Dwelling. The following stipulations and conditions will generally apply to the approval of any application for a permanent basketball goal: a) goals may **not** be attached to the exterior of a home, garage or a utility shed and b) the goal placement cannot be any closer to a roadway (including, where applicable, multiple roads such as in the case of corner Lots) than a minimum distance that is deemed acceptable by the Board or the Architectural Control Authority. This distance may vary based solely upon the location of the Lot and the roadway(s) that are adjacent to the Lot.

BEHAVIORAL REGULATIONS:

OFFENSIVE ACTIVITIES:

No immoral, improper, noxious, offensive or illegal activities (including, but not limited to vulgar, abusive or otherwise inappropriate language or gestures and indecent exposure, the inappropriateness of all of which shall be the determination of the Association) shall be carried on upon any Lot, Common Area or any other portion of the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any of the Owners or Co-owners of other Lots in the Community or any person using any lot or common area within the Properties, as determined by the Board of the Association in its sole discretion. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by the Board shall be located, installed or maintained upon the exterior of any home site unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to shut off automatically. All valid laws, ordinances and regulations of all governmental agencies having jurisdiction shall be observed.

QUIET ENJOYMENT:

The development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant.

TV's, radios, stereos shall be played at reasonable levels at all times and the same shall not be played so as to be heard outside of the home in which being played between **11:00 PM** and **9:00 AM**.

GUNS, WEAPONS AND NOISEMAKERS:

The discharge of firearms on the Properties is prohibited. The term "firearms" includes without limitation devices that make excessive noise or that eject a projectile a distance of more than **fifteen feet (15')**, "B-B" guns, pellet guns, slingshots, firecrackers, and firearms of all types (regardless of size) or any comparable weapons or noisemakers. The Board may impose fines and exercise other enforcement remedies as set forth in this Declaration. Notwithstanding anything to the contrary contained herein, in the Declaration or in the By-Laws, the Association shall not be obligated to take action to enforce this Regulation.

VEHICLES AND PARKING:

INOPERATIVE/UNLICENSED VEHICLES, AUTOMOTIVE REPAIRS, ETC.:

No inoperative or unlicensed vehicles may be parked on a Lot, except in a garage or other

fully enclosed Structure or Improvement approved by the Board or the Architectural Control Authority for such purpose. "Minor Maintenance and Repairs" such as oil changes, belt replacement or general cleaning that do not make the vehicle inoperative for more than **two (2)** hours or that do not in any way creates excessive noise or draw undue attention to the activity shall be allowed on a Lot. However, no auto maintenance or repairs of a commercial nature (maintenance or repairs other than on your own vehicle) or maintenance or repairs on a vehicle, including your own vehicle, which is of a nature other than Minor Maintenance or Repairs shall be allowed. No vehicles, of any type, without mufflers shall be allowed on premises.

RECREATIONAL VEHICLES, SERVICE VEHICLES, BOATS, TRAILERS AND OTHER TYPES OF VEHICLES:

No motorcycles, boats or boat trailers, "jet skis", personal watercraft or other watercraft, utility trailers, campers, mobile homes, tractors, travel buses, school buses, farm equipment, recreational vehicles, all-terrain vehicles, go-carts, mini bikes, motorcycles (except licensed street bikes as determined appropriate by the Board of the Association), scooters, golf carts, towed vehicles, vehicles on blocks, unlicensed vehicles or similar vehicles (collectively vehicles) may be placed or parked on any street within the Community, on any paved or non-paved area of a Lot or on an adjacent Lot or Common Area, unless such vehicle is parked inside a totally enclosed approved Structure, Improvement or a screened area located on the Lot that has been specifically approved for that purpose by the Board or the Architectural Control Authority.

EXTERIOR CHANGES, SIGNAGE AND OTHER COVERINGS ON VEHICLES:

Vehicles may not contain images or printed material on the painted surfaces, signage or other coverings affixed to the vehicle that is determined by the Board, in the sole discretion, to be provocative in nature, inappropriate or otherwise in poor taste and the colors of such images or printed material must not be deemed by the Board to be excessively vibrant. At all times the Board of the Association shall be authorized to determine what constitutes an inappropriate painted surfaces, signage or other coverings affixed to the vehicle and what constitutes provocative or inappropriate printed material or images and/or excessively vibrant coloration.

COMMERCIAL AND SERVICE VEHICLES:

No commercial vehicles may be placed or parked on any street within the Community or on any paved or non-paved area of a Lot or an adjacent Lot, unless such vehicle is parked inside a totally enclosed Structure, Improvement or screened area on their Lot that has been specifically approved for that purpose by the Board. A box truck, a truck with a boom attached to it, a vehicle with more than two (2) axles, an eighteen-wheeler or other similar type of vehicle shall be deemed a Commercial Vehicle. Service and delivery vehicles may be parked in the Properties during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the Properties. This provision shall not apply to the Declarant or to any Builder in the process of constructing approved Dwellings, Structures or Improvements.

A vehicle shall not be deemed a Commercial Vehicle simply because it is a van or a pickup truck. However, a vehicle, including a van or pickup truck, that has exterior structures designed to hold ladders or other work equipment shall, unless determined otherwise by the

Board, cause the vehicle to be deemed a Commercial Vehicle. The attachment of mounting structures or devices for equipment or material, etc. that is to be housed or stored on the exterior of a vehicle may, at the sole determination of the Board, cause a vehicle to be deemed a Commercial Vehicle. The affixing of a Logo or other printed criteria or signage on the exterior of a vehicle shall not automatically cause a vehicle to be deemed a Commercial Vehicle, unless the painted surface, signage or other covering exhibiting the name, logo or other printed criteria or image is deemed by the Board of the Association to cause the vehicle to be considered a Commercial Vehicle. At all times the Board of the Association shall be authorized to determine what constitutes a Commercial Vehicle or a Passenger Vehicle and what it determines to be an inappropriate mounting structure, mounting devices or unacceptable housing or storage of equipment or material, etc. on the exterior of a vehicle that would cause the vehicle to be deemed a Commercial Vehicle.

PASSENGER VEHICLES:

Except as otherwise limited herein, all vehicles that are not deemed to be Commercial Vehicles and that are deemed by the Board to be designed for normal passenger transportation shall be deemed by the Board to be "Passenger Vehicles". Subject to the conditions set out herein, no Passenger Vehicle may be parked on any portion of a Lot or Area of Extended Lot Owner Responsibility (specifically landscaped areas, sidewalks and walkways) except paved areas designed for that purpose. Unless the Board of the Association determines that the number of Passenger Vehicles or their type or condition is not appropriate, all Passenger Vehicles should first be parked in garages or on driveways (parking on any portion of sidewalks or walkways is prohibited). Parking on the street of any Passenger Vehicle is strictly prohibited when there is available space in the driveway or garage (use of the garage as a general storage area does not eliminate it from being an "available" parking location).

Where all available driveway and garage spaces are utilized by other vehicles, parking on the street of a Passenger Vehicle by a Lot Owner or their guest shall not be allowed, if it is either frequent, habitual or continuous. Parking on the street of a Passenger Vehicle by a Lot Owner or the temporary guest of a Lot Owner shall only be allowed, if it is temporary in nature (less than six (6) hours) and in a manner or location that is not a nuisance to any other Lot Owners or not unsafe or hazardous to traffic or to persons within the Community. Hazardous and unsafe parking also includes the parking of vehicles in any manner that blocks or impedes use of the sidewalks or walkways.

Where all available driveway and garage spaces are utilized by other vehicles, parking on the street of a Passenger Vehicle of a guest of a Lot Owner that is actually residing in the home of that Lot Owner overnight or for a limited period of time (**no more than seven (7) days**) is permitted, as long as: a) the manner or location are not a nuisance to other Lot Owners, b) such parking does not prohibit the use of the sidewalks or walkways, or c) such parking is not deemed by the Board to be unsafe or hazardous to traffic or to persons within the Community. The parking of the vehicle of the guest of a Lot Owner who is residing in the home of that Lot Owner overnight or for a longer period shall be permitted, as long as the vehicle is not parked on the street for **more than twelve (12) hours in any forty-eight (48) hour period** or, based then upon special circumstances considered appropriate by the Board, where a longer period is approved by the Association.

An example of parking that would constitute a nuisance to other Lot Owners would include, but not be limited to, blocking or impeding the use of a single or a multiple mailbox station or a driveway of another homeowner, or blocking or impeding use of a walkway or sidewalk. Examples of parking in a manner that is unsafe or hazardous shall include, but not be limited to, parking in a manner or location that: (a) interferes with appropriate site-distance for the roadway, (b) is on a hill where visibility is limited, (c) is on a curve where visibility is limited, (d) is near an entrance or intersection or is near a Common Areas where children might be playing or where other persons might collect on a frequent basis.

No curbside parking areas may be created by expanding any portion of the street pavement without the approval of the Developer or the Association, When Empowered.

DISCRETION OF THE BOARD'S DETERMINATIONS AND REMOVAL OF VEHICLES BY THE ASSOCIATION:

Due to the considerable variance in the composition of names, logos or other printed criteria or images, as well as variances in the types, sizes and shape of vehicles and the hardware, equipment or storage options for equipment or materials, etc. to be considered in the Board's determination, any vehicle may be deemed by the Board to be a Commercial Vehicle or a Passenger Vehicle. Where a request for such a determination is made or where, in the opinion of the Board, a determination becomes necessary, the determination of the Board shall be provided in writing, shall be final and shall constitute a decision of the Association in such matter. In such cases, only vehicles deemed to be Passenger Vehicles shall be allowed to be operated, stored or parked in the Community in the manner set out in the Declaration or these Regulations and the use, storage and parking of vehicles deemed to be Commercial Vehicles shall be limited by the provisions of the Declaration and as provided in these Regulations. A determination of the Board with respect to any vehicle, to the appropriateness of the name, logo or other printed criteria or image, hardware or equipment attached to a vehicle or to the storage practices for equipment or other material, etc. on the exterior of a vehicle shall not in any way be deemed to have set a precedent with respect to any other vehicle to be classified as a Commercial Vehicle or a Passenger Vehicle by the Board.

At all times, the Board of Directors of the Association shall, in its sole discretion, determine: (a) what constitutes the proper number and type or condition of vehicles that are appropriate for a Lot, (b) whether a vehicle is a Commercial or a Passenger Vehicle, (c) what constitutes a nuisance to other Lot Owners, (d) whether printed material or images are deemed to be obscene, in poor taste and otherwise inappropriate; what constitutes improper parking and unsafe or hazardous parking, and (e) what constitutes Commercial or Minor Maintenance. **The Association may tow or otherwise remove any Commercial, Recreational or Passenger Vehicle parked in violation of these Regulations. As long as the vehicle's owner or the Lot from which the vehicle originates or is visiting can reasonably be determined, such towing shall only occur after written notice of the violation has been provided to the Lot Owner. Should the Board determine that the such parking constitutes a hazard or an emergency, vehicles may be towed immediately and without written notice to the Lot Owner. Upon the continued violation by that Lot Owner or the Lot Owner's guest, vehicles may be towed after an initial notice is provided to that Lot Owner.**

REGULATIONS RELATED TO ANIMALS AND PETS:

As further stated in the Declaration, no animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable numbers. The number and type of acceptable household pets may be determined by the Board of the Association from time to time. No animals shall be kept, bred or maintained for commercial purposes and all animals must be properly cared for and kept free of contagious diseases.

All pets shall be reasonably controlled by the owner whenever outside a home and shall be kept in a manner that prevents excessive barking or other acts that would, in the opinion of the Association, constitute a nuisance to other owners in the Community. The owners of the pet shall be responsible for all of the pet's actions. If, in the sole opinion of the Board, any animal becomes destructive to wildlife, dangerous or an annoyance or nuisance to the Owners of Lots within the Properties or of a nearby property, such animal shall be removed from the Properties upon notice from the Association.

No pet shall be allowed by its owner to roam free (without being contained within a fenced area on the lot or, when not within a fenced area, confined by a leash) or to deposit its feces on the lot of another owner or on a common area. Those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Properties shall be removed by the Owner, upon notice from the Association. Any pet may be removed by the Association, if that Owner fails to remove the pet after proper notice from the Association. Should a pet deposit its feces on the lot of another Owner or upon a common area, it shall be the responsibility of the pet's owner or the Owner of the Lot where the pet is kept to immediately remove the feces.

COMMON AREA REGULATIONS:

EQUIPMENT IN COMMON AREAS:

Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

COMMON AREA USE AND MODIFICATION:

All parcels considered to be Common Area are either owned by the Association or the Developer and, as such, are not and will not be owned by the membership of the Association in general or by any individual Member or group of Members. Consistent with its ownership, the use of any portion of Common Area is controlled by either the Developer or by the Board of Directors of the Association. Therefore, no Common Area or any Improvement thereon may be used or altered in any way, without the express written authorization of the Developer or the Board of Directors of the Association, When Empowered.

The unauthorized use, alteration, modification or amendment of Common Area or any portion thereof by any Member of the Association or by their guests, family members,

permittees, invitees or pets is strictly prohibited. However, the Developer and the Association, When Empowered, reserves the right, in its sole discretion, to grant specific easements for the use of Common Area or to allow for specific or general uses or limitation of use of portions of Common Area. The creation of a specific or general easement for the use of a Common Area, the authorization for all or a specific portion of the Common Area to be used in a specific manner or the limitation of use of a portion of the Common Area shall in no way affect the use of additional portions of the Common Area nor shall it obligate the Developer or the Board of Director to make similar allowances for or create similar limitations to or easements on any other Common Area or a portion thereof.

The unauthorized use or modification of a Common Area by an Owner, their guest, family members, permittees, invitees or pet(s) shall be deemed a violation of the Regulations and as such, is a violation of the Declaration. As with other violations of the Declaration, an Owner shall be responsible for the actions or for the failure to act of their guests, family members, permittees, invitees or pets. Upon written notice from the Association, an Owner shall immediately cease any unauthorized use or modification of a Common Area, shall cause its guest, family members, permittees, invitees or pet(s) to cease any unauthorized use or modification of a Common Area and shall bring any portion of the Common Area so modified or improperly used by that Owner, their family members, permittees, invitees or pets to a condition: a) that is comparable to its condition prior to such use or modification, b) that is satisfactory to the Developer or the Association, where the resulting condition is less than or different from the original condition of that Common Area prior to its use or modification and/or c) that is compliant with the provisions of any statute or requirement issued by any governmental authority having jurisdiction over such matters.

The Association shall at all times have at its disposal: a) all legal remedies under the Law and b) all remedies set out in the Declaration to cause the non-compliant Owner, its guests, family members, invitees or pets to cease any activity that is unauthorized or that, at the sole determination of the Board of Directors, falls outside of the limitations set out for the use or modification of a specific Common Area. These remedies shall also be available to cause a non-compliant Owner to bring that improperly used or modified Common Area back to a condition that, in the sole opinion of Board of Directors of the Association complies with the paragraph above. Any cost incurred by the Developer or the Association to remedy a violation of this Regulation or to restore any portion of the Common Area to a condition compliant with the above standards, including collection cost and attorney fees, shall immediately become the cost of the lot Owner or Owners responsible for the violation and a part of the Association's lien on their lot(s).

Signature Page to Follow

