

PLANNING COMMISSION
March 14, 2018

AGENDA

The Isle of Palms Planning Commission will hold its regular meeting on Wednesday, March 14, 2018 at 4:30 p.m. in the City Hall Conference Room, second floor, 1207 Palm Boulevard.

A. Call to order and acknowledgment that the press and the public were duly notified in accordance with state law

B. Public comments

C. Approval of minutes: February 14, 2018

D. Old business: consider subdivision 2401 Waterway Boulevard
discuss stormwater with David Stevens, CSE
discuss lot filling and impervious surface requirements

E. New business: discuss the effect of flood amendments on older homes

F. Miscellaneous business

G. Adjourn

**MINUTES OF THE ISLE OF PALMS
PLANNING COMMISSION MEETING
February 14, 2018**

The Isle of Palms Planning Commission met in the City Hall conference room, 1207 Palm Boulevard on February 14, 2018 at 4:30 p.m. Members attending included Ron Denton, Richard Ferencz, Bill Mills, Lisa Safford and Phillip Pounds; the Director of Planning Douglas Kerr was present as well. Vince DiGangi and Lewis Gregory were absent. Mr. Ferencz acknowledged that the press had been notified of the meeting and the agenda for the meeting was posted in City Hall and the Building Department to comply with the Freedom of Information Act.

PUBLIC COMMENTS

Mr. Rick Roberts explained that he was the owner of 2305 Waterway Boulevard and he had concerns that the subdivision request on the agenda for 2401 Waterway Boulevard violated the restrictive covenants for the property. He distributed copies of the property record card from the County records as well as a 1966 deed for 2401 Waterway Boulevard and stated that he believed that the restrictions contained within the deed (book B86 page 211) prohibited the requested division.

APPROVAL OF MINUTES

Mr. Ferencz explained that the next item on the agenda was the approval of the January 10, 2018 minutes. Mr. Mills made a motion to approve the minutes as submitted and Mr. Denton seconded the motion. The vote was unanimous in favor of the motion.

SUBDIVISION REQUEST FOR 2401 WATERWAY BOULEVARD

Mr. Kerr explained that historically municipalities did not enforce restrictive covenants, but several years ago the State code was revised (SC Section 6-29-1145) to require cities to be given confirmation from the applicant that the restrictive covenant has been released when the city has been given notice that a restriction prohibits a subdivision.

Mr. Denton stated that it was his belief that the applicant had already provided a release of the restriction from the Beach Company. Mr. Kerr responded that this was correct, so it may only be a matter of the applicant providing confirmation that the appropriate steps have been taken, but prior to Mr. Roberts comments the City did not have notice of the covenant, as described in the SC code.

Mr. Ferencz made a motion to defer action on the request until the applicant satisfies the SC code requirements as they pertain to restrictive covenants and subdivisions. Ms. Safford seconded the motion and the vote was unanimous in favor of the motion.

DISCUSSION WITH SCDOT REGARDING STORMWATER

Mr. Kerr explained that at the last meeting, the Commission expressed an interest in meeting with a representative of SCDOT to discuss stormwater issues on the island and Mr. Arnold Blanding was present to discuss these issues. Mr. Kerr gave a brief overview of the Planning Commission's work so far and what had been discussed in previous meetings.

Mr. Kerr asked what Mr. Blanding's opinion was of the percentage of the island's stormwater system that is maintained by SCDOT and what could the City do within the SCDOT system without having to take over ownership the system. Mr. Blanding answered that he did not know the percentage, but that it included most of the roadside ditches on the island.

Mr. Blanding stated that when he started in his position last year, he noticed that historically the SCDOT would only work directly in the area of a complaint, but they were not looking upstream to find the problems causing the issues. He explained that he tries to find the source of the problem upstream and fix the problem so the entire system functions properly.

Mr. Blanding explained that SCDOT has a system that begins tracking response time on solving complaints and a goal of dealing with complaints within 30 days of them coming in. However, many of the calls that he takes transition from a complaint call to a project call. He stated that his coworker, Kevin Mitchell, is the SCDOT staff member that organizes the major projects that get done.

Ms. Safford asked what process the City should follow when trying to get work done. Mr. Blanding responded that any residents that have a problem should submit a work request through the SCDOT online system. He said that for the larger scale projects that the Planning Commission is considering, he would ask that the Planning Commission give him a list of the top three drainage priorities they identify and he can begin working on resolving those. He explained that he has to deal with limited resources and multiple agencies asking for work, but he could prioritize the SCDOT workload to deal with the top priorities over time.

Mr. Kerr explained that he perceived that a lot of the problem areas he could think of did not have any stormwater system in place, so what would the SCDOT response be to this type of issue. Mr. Blanding explained that these would have to be looked at on a case-by-case basis, but he was hopeful that something could be done. He gave an example of a project he recently undertook on Pettigrew Street on Sullivan's Island where a foot of water was standing in the roadway and it took about two weeks of work

and a creative solution, but ultimately, they were able to get the water off the road. Mr. Kerr asked who developed the solution to the problem on Pettigrew Street and Mr. Blanding answered that he and his work foreman came up with the solution.

Mr. Pounds asked how the SCDOT prioritizes the Isle of Palms' problems against other communities. Mr. Blanding answered that he is the person that handles the prioritization and he considers multiple factors when prioritizing different projects, but he tries to systematically address each communities' issues.

Mr. Mills asked if he believed that maintenance of the system is a major problem with the Isle of Palms system. Mr. Blanding answered that he believed it was a problem, but sometimes the SCDOT's hands are tied, because they will get to a point where the drainage system feeds into a system outside of SCDOT's control.

Mr. Mills asked if the SCDOT has an issue with other agencies doing improvements to their system. Mr. Blanding answered that there is not a problem, but they ask that an encroachment permit be obtained for any improvements.

The Commission thanked Mr. Blanding and explained that they would be back in touch with their top three priorities in the near future.

Mr. Kerr explained that the Commission had previously discussed meeting with David Stevens, who has historically been the engineer the City has used to design improvements to the stormwater system. The group agreed that it would be useful to discuss matters with Mr. Stevens and Mr. Kerr indicated that he would contact him and request that he come to the next meeting.

Mr. Ferencz stated that he would also like to start working on identifying the top three priorities to work through. Mr. Kerr answered that he would provide some information on the top priorities identified by the staff at the next meeting.

DISCUSS IMPERVIOUS SURFACE REQUIREMENTS

Mr. Kerr explained that in the packet was a draft of the City's stormwater regulations with sections of the Sullivan's Island regulations inserted. He explained that the requirements included more detail on when a stormwater plan would be needed and that these requirements would require them for all new houses, when currently they are only required when a lot is filled. He said that the Sullivan's Island limit also establishes a maximum amount of fill at one foot above existing grade. Currently, there is no limit on the height of the fill, if the design professional certifies that the fill will not adversely impact the neighbors. He explained that the other major change is that this draft would

establish a minimum amount of the lot to be left vegetated at 50%. He explained that this was suggested by the Planning Commission when the lot coverage provisions were originally adopted, but City Council did not adopt the provision.

The Commission generally discussed the changes. Mr. Kerr explained that he knew there should be more detail of what qualifies as pervious and he was not sure if he failed to forward everything or if the draft was not complete.

The Commission agreed to look at the matter again at the next meeting and Mr. Kerr stated that he would circulate examples of lot coverage calculations from projects on the island for the next meeting.

ADJOURNMENT

With there being no further business, the meeting was adjourned at 6:10 p.m.
Respectfully submitted, Richard Ferencz, Chairman

MEMORANDUM

TO: Planning Commission Members

FROM: Douglas Kerr, Zoning Administrator

DATE: February 9, 2018

RE: Subdivision at 2401 Waterway Boulevard

Attached is a request for final approval of a subdivision at 2401 Waterway Boulevard. This subdivision was previously approved in April 1999, but was subsequently converted back to one lot in August 20015.

The property is currently configured as one lot totaling 44,907 square feet and the owner is proposing to subdivide the property into two lots, with the lots measuring 21,444 square feet and 23,907 square feet.

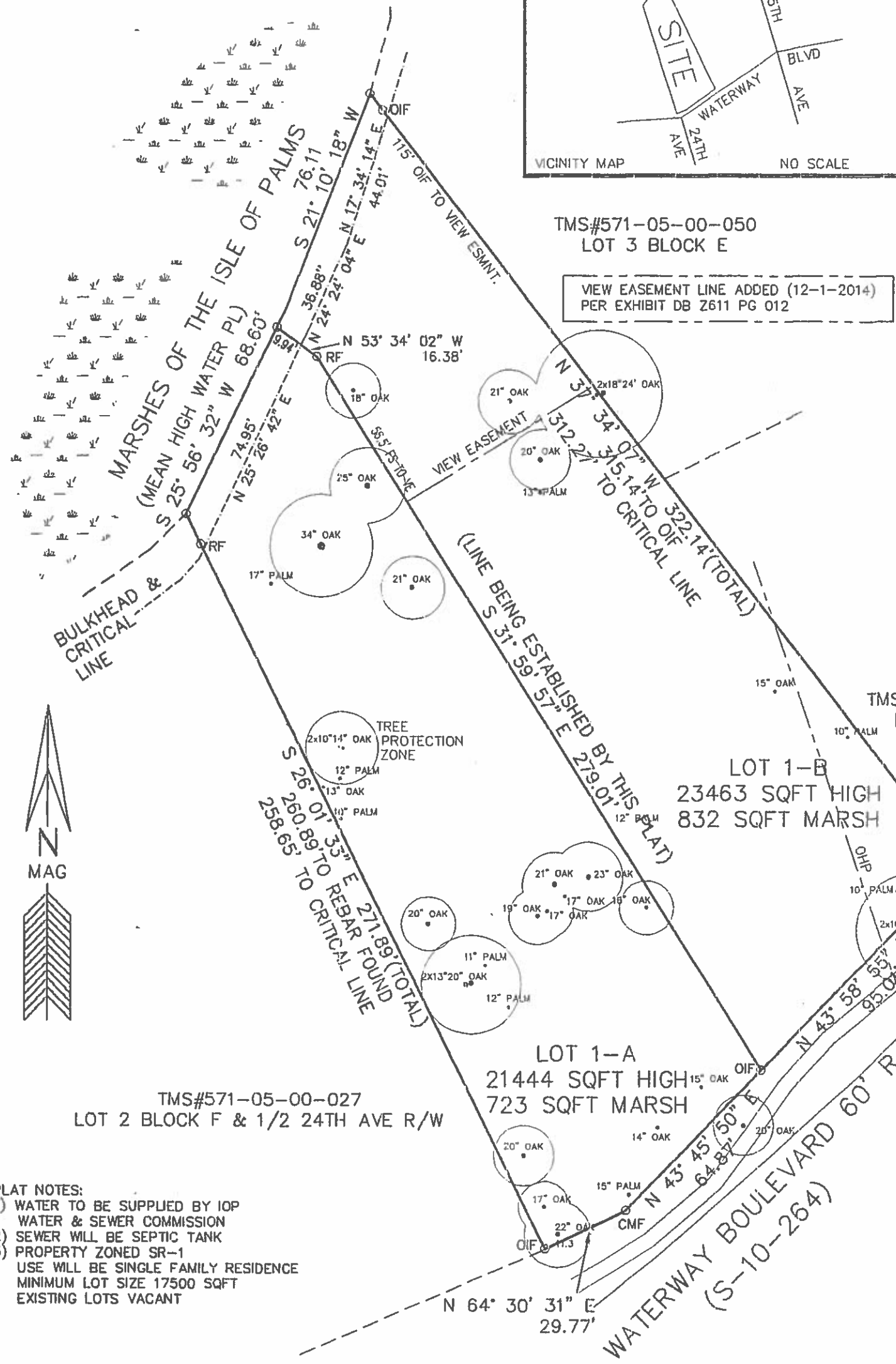
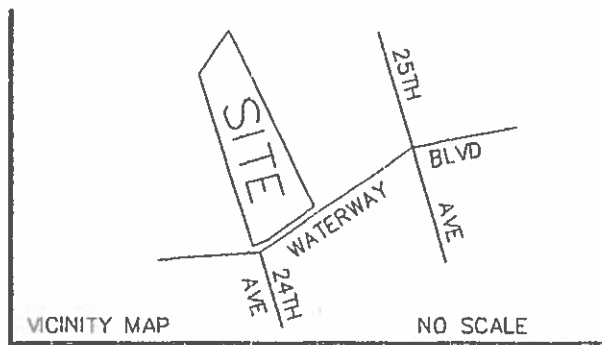
The property is located in the SR1 zoning district, which requires lots be at least 17,500 square feet in area, be at least 70 feet wide at the building line, be at least 110 feet deep, and have at least 60 feet of frontage on the street.

Each property is proposed to be served by a septic system and permits for the installation of septic systems from the Health Department (SCDHEC) are attached. This request was originally filed on August 29, 2017, prior to the City Council's consideration of an amendment to require all future subdivisions to be tied to public sewer and therefore the request must be considered under the codes in place at the time the request was filed.

Attached is a copy of the zoning ordinance requirements for lots in the SR1 zoning district and the information required for review of the final plat. The property has multiple Historic Trees, which would have to be preserved in according with the City's tree preservation ordinance. The City's staff has reviewed the plat and believes that request complies with the requirements of the ordinances and therefore recommends the plat be approved.

OTHERWISE) AND ARE SUBJECT TO LOCAL ATTRACTION. ANYTHING SHOWN OUTSIDE THE PRESCRIBED BOUNDARIES IS FOR
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COPY UNLESS SEALED WITH RAISED IMPRESSION SEAL

DESCRIPTIVE PURPOSES ONLY.



DOCUMENTATION STAMPS



TMS#571-05-00-027
LOT 2 BLOCK F & 1/2 24TH AVE R/W

- PLAT NOTES:
1) WATER TO BE SUPPLIED BY IOP
WATER & SEWER COMMISSION
2) SEWER WILL BE SEPTIC TANK
3) PROPERTY ZONED SR-1
USE WILL BE SINGLE FAMILY RESIDENCE
MINIMUM LOT SIZE 17500 SQFT
EXISTING LOTS VACANT

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS BY THEIR NATURE ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

MATTHEW J SLAGEL 7-30-2015

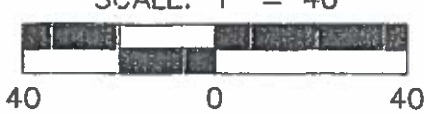
SIGNATURE DATE

THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR FIVE (5) YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE.

SUBDIVISION OF
@ LOTS 1-A & 1-B BLOCK E SECTION BC-2-A
CITY OF ISLE OF PALMS
CHARLESTON COUNTY, SOUTH CAROLINA

- NOTES
1) REFERENCE PLAT BOOK ED
PAGE 117,DF-117 & S15-0201
2) TMS # 571-05-00-048 & 215
3) SURVEY REQUESTED BY:
ROBERT. B. FERGUSON

DATE: SEPTEMBER 20, 2017
SCALE: 1" = 40'



SUBJECT PROPERTY LOCATED IN
FLOOD ZONE AE ELEV 13
FIRM PANEL 45019C-0541-J
DATED NOV 17, 2004

JOHN E. WADE JR., RLS
POST OFFICE BOX 686
ISLE OF PALMS-
SOUTH CAROLINA, 29451
(843) 886-6262

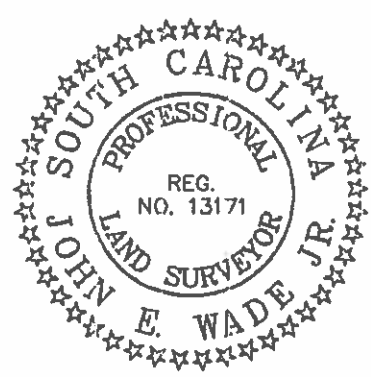
FILE #025-00A1

LEGEND

- OIF 1"OPEN IRON FOUND
CIF 1"CRIMPED IRON FOUND
RF #5 REBAR FOUND
RS #5 REBAR SET
CMF CONCRETE MONUMENT FOUND

"I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."

JOHN E. WADE JR., R.L.S.
SOUTH CAROLINA REG. NO. 13171



CITY OF ISLE OF PALMS

South Carolina

DEPARTMENT OF BUILDING, PLANNING AND LICENSING

RESTRICTIVE COVENANTS AFFIRMATION OF APPLICANT

South Carolina Code of Laws Section 6-29-1145 (attached hereto) requires local planning agencies to inquire whether a tract or parcel of land is restricted by any recorded covenant that is contrary to, conflicts with, or prohibits an activity for which a permit and/or plat approval is being sought.

I, Jay Brown, have researched the existence of restrictive covenants applicable to Tax Map Parcel Number(s) _____, located at (address or street) 2401 Waterway Blvd., and have determined that:

SELECT ONE

☐ The property is subject to restrictive covenants, but the requested permit and/or proposed plat is not contrary to, does not conflict with, and is not prohibited by any of the restrictive covenants as specified in South Carolina Code of Laws, Section 6-29-1145.

OR

☐ The property is subject to restrictive covenants, but the applicable restrictive covenants have been released for the tract or parcel of land by the appropriate authority or property holders or by court order (attach copy of release or court order)

OR

☒ There are no restrictive covenants on the tax parcel(s).

I have read and understand the statements on this application and do hereby affirm that the information provided is true to the best of my knowledge. I further understand the approval of this application or issuance of a City Permit does not relieve me of my duty to adhere to and abide by all Federal, State, and City of Isle of Palms laws pertaining to the use of the property as specified herein.

J. Brown 2.10.18
Owner or Authorized Representative Date

Jay Brown
Print Name

For Staff Use Only:
Received by: [Signature] Date: 2-10-18



**PERMIT TO CONSTRUCT
Onsite Wastewater System**

File Nbr: 2017110010

County: Charleston ☒

Name: Kevin J. Coffey

Type Facility: Residential 6-bedroom House

Subdivision:

Block:

Lot: 1-B

TM#: 571-05-00-048

Address: 3030 Ashley Town Center Drive,
Suite 101A
Charleston, SC 29414

Site: Waterway Drive
Isle of Palms, SC

Program Code: 362 ☒

System Code: 611 ☒

Water Supply: Public ☒

PERMIT TO CONSTRUCT SYSTEM SPECIFICATIONS

See engineered system design and supporting documentation.

SPECIAL INSTRUCTIONS/CONDITIONS

THIS PERMIT IS SITE SPECIFIC. ANY CHANGES TO THE SYSTEM MUST BE APPROVED BY DHEC. ALTERNATIVE TRENCH PRODUCTS APPROVED UNDER STATE RULES AND REGULATIONS MAY BE SUBSTITUTED. ANY UNAPPROVED CHANGES WILL VOID THIS PERMIT.

This Permit To Construct and Operate is issued pursuant to the SCDHEC
Specialized Onsite Wastewater Systems for Peak Flows less than 1500 GPD.

Issuance of this Specialized Onsite Wastewater System Permit To Construct does not
relinquish the property owner of responsibility in attaining any and all necessary approvals or
permits required to develop this property.

PERMIT TO CONSTRUCT

The Permit To Construct is issued upon the system design, certification,
and other supporting documentation as required by this standard and
supplied by:

Lowcountry Land Development Consultants

(Engineering Company)

Kevin J. Coffey, P.E.

(Consulting Engineer)

S.C. #22399

(State and License Number)

Randy Fowler, P.S.C.

(Soil Classifier)

S.C. #38

(State and License Number)

11/13/2017

(Plan Date)

(Project Number)

*Any Permit To Construct and Operate that is issued pursuant to this Standard shall be based upon the consulting
engineer's design, certification, and other supporting documentation.*

Reviewed By:

Date:

11/14/2017

DHEC 1761 (01/2014)

This Permit is Appealable Under the Administrative Procedures Act.
There may be an Additional Fee for Changes in this Permit that
Require a Site Reevaluation.

Title 5 – Planning and Development
Chapter 4 – Zoning
Article 1 – General Provisions

Sec. 5-4-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (23) *Impervious material* means any material through which water cannot penetrate. Such material includes, but is not limited to, principal or accessory structures, porches and decks, either covered or of tongue and groove construction, concrete, asphalt, or similar substances, ~~but excludes gravel, shell or crushed stone.~~ Any material through which water can be easily absorbed or passed, at a minimum infiltration rate of 2.0 inches per hour, such as, but not limited to gravel, shell or crushed stone will be considered pervious.

Sec. 5-4-12. - Additional regulations.

The following additional regulations shall apply to all zoning districts:

- (p) Adding fill or importation of materials of any type, or re-contouring of a lot's existing contours, that increases a lot's existing ground elevation more than one (1) foot above existing grade and results or may result in elevating an existing or proposed structure is strictly prohibited.

- (q) Any decrease in a lot's existing ground elevation is strictly prohibited.

~~(ppr)~~ No lot shall be graded or filled to an elevation that results in a change to the existing stormwater runoff for such lot without the Zoning Administrator's prior approval of a stormwater management plan. The stormwater management plan shall include the stamp and signature of a duly licensed and qualified professional, all existing and proposed topographical features of the lot, existing and proposed drainage flow patterns, and a statement by the professional certifying that the filling or grading of the lot will not adversely impact the drainage of any adjacent properties, drainage systems or rights-of-way. The following site changes shall require the submittal of a stormwater management plan:

(1) Any new building construction, new impervious surface, or replacement of impervious surfaces, which cumulatively exceed six hundred and twenty-five (625) square feet in area (all development shall be cumulative over time when considering the square footage threshold for requiring a stormwater management plan);

(2) Adding fill or re-contouring of twenty (20) percent or more of the existing lot area in compliance with paragraph (p) of this section.

Additional submittal materials, design specifications and maintenance schedules may be requested at the discretion of the Zoning Administrator to ensure compliance with the Charleston County Stormwater Management Program.

Sec. 5-4-13. - Maximum lot coverage; floor area ration requirements; additional setback requirements.

1. The following regulations shall apply to the SR-1, SR-2 and SR-3 zoning districts:
 - (a) Not more than forty percent (40%) of the area of a lot shall be covered by impervious material, provided that this requirement shall not limit lot coverage to less than three thousand two hundred (3,200) square feet nor allow lot coverage to exceed seven thousand (7,000) square feet. For lots with on-site wastewater disposal systems, this lot coverage requirement shall be reduced from forty (40%) percent to not more than thirty (30%) percent, provided that this requirement shall not limit lot coverage to less than two thousand four hundred (2,400) square

- feet nor allow lot coverage to exceed five thousand two hundred fifty (5,250) square feet. At least fifty (50%) percent of the lot area shall remain naturally vegetated or landscaped with grass and/or other vegetation.
- (b) The floor area ratio of a lot shall not be greater than forty percent (40%) of the area of a lot, provided that this requirement shall not limit the enclosed living space of a principal structure to less than three thousand two hundred (3,200) square feet not allow such enclosed space to exceed seven thousand (7,000) square feet.
 - (c) For lots larger than eight thousand (8,000) square feet, with a lot width at the front building line of seventy (70) feet or greater, the combined minimum side yard setback requirement for any portion of the enclosed building at or above twenty-five (25) feet in height as measured pursuant to [section 5-4-2](#)(18) shall be thirty (30) feet, with no side yard less than ten (10) feet.
 - (d) For lots larger than eight thousand (8,000) square feet, with a lot width at the front building line of at least sixty (60) feet but less than seventy (70) feet, the combined minimum side yard setback requirement for any portion of the enclosed building at or above twenty-five (25) feet in height as measured pursuant to [section 5-4-2](#)(18) shall be twenty-five (25) feet, with no one side yard less than ten (10) feet.
2. This section does not prohibit a structure on any City-owned lot which is used for municipal purposes from exceeding seven thousand (7,000) square feet so long as the other requirements of this section which are not inconsistent with this subsection are met.

EXHIBIT A

TITLE 5 – PLANNING AND DEVELOPMENT CHAPTER 4 - ZONING ARTICLE 8. - FLOOD DAMAGE PREVENTION

Sec. 5-4-151. - Statutory authorization.

Pursuant to S.C. Code 1976, § 6-29-710, as amended, the Legislature of the State has delegated the authority to local governments to adopt regulations designed to protect against and secure safety from floods. Therefore, the City Council hereby adopts the provisions set forth in this article.

Sec. 5-4-152. - Findings of fact.

- (a) The flood hazard areas of the City are subject to periodic inundation which can result in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affects the public health, safety and general welfare.
- (b) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Sec. 5-4-153. - Statement of purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters; and
- (4) Regulate developments which may increase erosion or flood damage; and, regulate the construction of structures which will unnaturally divert floodwaters which may increase flood hazards to other lands.

Sec. 5-4-154. - Objectives.

The objectives of this article are:

- (1) To protect human life and health;
- (2) To minimize expenditure of public money for costly flood control projects;
- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) To minimize prolonged business interruptions;
- (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

- (6) To help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas;
- (7) To encourage notification to potential real property buyers that a property is located in a special flood hazard area.

Sec. 5-4-155. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Appeal means a request for a review of the Building Official's interpretation of any provisions of this chapter or a request for a variance.

Area of special flood hazard means the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year.

Base flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year.

Base flood elevation means the water surface elevations of the base flood as determined by the Federal Insurance Administrator of the National Flood Insurance Program (NFIP).

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Building means any structure built for support, shelter, or enclosure for any occupancy or storage.

Coastal high hazard area means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Expansion to an existing manufactured home park or manufactured home subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, either final site grading or pouring of concrete pads, or the construction of streets). Any expansion is considered new construction.

Existing Construction means, for the purposes of determining rates, structures for which the start of construction commenced before January 1, 1975.

Fair market value of a structure means:

- (i) The appraised value of the structure prior to the start of the initial repair or improvement; or
- (ii) In the case of damage, the appraised value of the structure prior to the damage occurring.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- a. The overflow of inland or tidal waters;
- b. The unusual and rapid accumulation of runoff of surface waters from any source.

Flood Hazard Boundary Map (FHBM) means an official map of a community, issued by the Federal Emergency Management Agency (FEMA), where the boundaries of the areas of special flood hazard have been defined as Zone A.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency (FEMA) has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study means the official report provided by the Federal Emergency Management Agency (FEMA). The report contains flood profiles, as well as the Flood Boundary-Floodway Map and the water surface elevation of the base flood.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term "functionally dependent use" includes only docking or port facilities necessary for the loading and unloading of cargo or passengers, shipbuilding and ship repair facilities. The term "functionally dependent use" does not include long-term storage, manufacture, sales, or service facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure means any structure that is: (a) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a State inventory of historic places; (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified (1) by an approved State program as determined by the Secretary of Interior, or (2) directly by the Secretary of Interior in states without approved programs. Some structures or districts listed on the State or local inventories MAY NOT be "Historic" as cited above, but have been included on the inventories because it was believed that the structures or districts have the potential for meeting the "Historic" structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has individually determined that the structure or district meets DOI historic structure criteria.

Lowest floor means the lowest floor of the lowest enclosed area, including basement. Any unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of other provisions of this article.

Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. ~~For purposes of this article, the term is synonymous with National Geodetic Vertical Datum (NGVD).~~ For purposes of this article, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD 88) of 1988, or other datum, to which the base flood elevations shown on a community's Flood Insurance Rate Maps (FIRM) are shown.

Manufactured home means a structure, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. It does not include recreational vehicles or travel trailers.

National Geodetic Vertical Datum (NGVD), as corrected in 1929, means ~~a vertical control used as reference for establishing varying elevations within the floodplain~~ elevation reference points set by National Geodetic Survey based on mean sea level.

~~National Geodetic Vertical Datum (NGVD), as corrected in 1929~~ North American Vertical Datum of 1988 (NAVD 88), means a vertical control used as the reference datum on new Flood Insurance Rate Maps.

New construction means structures for which the start of construction commenced on or after the effective date of the ordinance from which this article is derived.

New manufactured home park or manufactured home subdivision means a parcel or contiguous parcels of land divided into two (2) or more manufactured home lots for rent or sale for which the construction of facilities for servicing the lot on which the manufactured home is to be affixed (including, at a minimum, the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets) is completed on or after the effective date of the ordinance from which this article is derived.

Primary Frontal Dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and subject to erosion and overtopping from high tides and waves during coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational vehicle means a vehicle which is:

- (a) Built on a single chassis;
- (b) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use.

Sand dunes means naturally occurring or manmade accumulations of sand in ridges or mounds landward of the active beach.

Start of construction, for other than new construction and substantial improvements under the Coastal Barrier Resources Act, includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within one hundred eighty (180) days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimension of the building.

Structure means a walled and roofed building that is principally above ground, a manufactured home or a gas or liquid storage tank.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition equals or exceeds fifty percent (50%) of the fair market value of the structure before the damage occurred.

Substantial improvement means any combination of repairs, reconstruction, alteration, additions or improvements to a structure ~~occurring within a continuous period of five (5) years, measured from the date of the start of construction of improvement~~ in which the cumulative cost equals or exceeds fifty percent (50%) of the fair market value of the structure before the start of construction. The term "substantial improvement" does not, however, include either:

- (i) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications identified by the Building Official which are the minimum necessary to ensure safe living conditions; or
- (ii) Any alteration of a structure listed on a National Register of Historic Places or a State Inventory of Historic Places, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief to a property owner from the requirements of this article which permits construction in a manner otherwise prohibited by this article where specific enforcement would result in unnecessary hardship to the owner.

Violation means the failure of a structure or other development to be fully compliant with this article.

Sec. 5-4-156. - Areas in which this article applies.

This article applies to all property in the City identified as areas of special flood hazard by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study dated November 17, 2004 with accompanying maps and other supporting data.

Sec. 5-4-157. - Basis for establishing the areas of special flood hazard.

The special flood hazard areas identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Rate Map (FIRM) and Flood Insurance Study dated November 17, 2004, with all attachments thereto, are hereby adopted by reference and made a part of this article as fully and completely as if set forth herein verbatim.

Sec. 5-4-158. - Establishment of building and/or zoning permit.

A building/zoning permit shall be required in conformance with the provisions of this article prior to the commencement of any development activities.

Sec. 5-4-159. - Compliance.

No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this article and other applicable regulations.

Sec. 5-4-160. - Abrogation and greater restrictions.

Where this article and any other provision of this Code conflict or overlap, whichever provision imposes the more stringent restrictions shall prevail. If two (2) or more flood zones or base flood elevations transect a structure, the structure shall conform to the most stringent zone and the highest base flood elevation.

Sec. 5-4-161. - Interpretation.

In the interpretation and application of this article, all provisions shall be:

- (1) Considered a minimum requirement;
- (2) Liberally construed in favor of the City Council; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 5-4-162. - Partial invalidity and severability.

In the event any section, subsection, sentence, clause or phrase contained in this article shall be declared or adjudicated to be invalid or unconstitutional by a court of competent jurisdiction, all the remaining provisions of this article shall be and remain in full force and effect.

Sec. 5-4-163. - Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. This article shall not create liability on the part of the City or by any officer or employee thereof for any flood

damage that results from reliance on or compliance with this article or any administrative decision made hereunder.

Sec. 5-4-164. - Penalties for violation.

Violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this article or fails to comply with any of its requirements shall, upon conviction thereof, be punished as provided in section 1-3-66, and in addition shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent, enjoin or remedy any violation.

Sec. 5-4-165. - Administration; designation of Building Official.

The Building Official is hereby appointed to administer and implement the provisions of this article.

Sec. 5-4-166. - Adoption of letter of map revision (LOMR).

All LOMRs that are issued in the areas identified in section 5-4-156 are hereby adopted.

Sec. 5-4-167. - Permit procedures and certification requirements.

a) *Permit:* Application for a building/zoning permit shall be made to the Building Official on forms provided by him, prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials; drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- (1) Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all structures.
- (2) Elevation in relation to mean sea level to which any nonresidential structure will be floodproofed.
- (3) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure meets the floodproofing criteria in section 5-4-171(b).
- (4) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

b) *Certifications:*

- (1) During Construction - A floor elevation or floodproofing certification is required after the lowest floor is completed, or in instances where the structure is subject to the regulations applicable to coastal high hazard areas, after placement of the horizontal structural members of the lowest floor. Within twenty-one (21) calendar days of establishment of the lowest floor elevation, or floodproofing by whatever construction means, or upon placement of the horizontal structural members of the lowest floor, whichever is applicable, it shall be the duty of the permit holder to submit to the Building Official a certification of the elevation of the lowest floor, floodproofed elevation, or the elevation of the lowest habitable floor, whichever is applicable, as built, in relation to the mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When floodproofing is utilized for a particular building, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work done within the twenty-one (21) calendar day period and prior to submission of the certification shall be at the permit holder's risk. The Building Official shall review the floor elevation survey date submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and

prior to further progressive work being permitted to proceed. Failure to submit the survey or failure to make said corrections required hereby may result in the issuance of a stop work order for the project from the Building Official.

- (2) As-built Certification - Upon completion of the development a registered professional engineer, land surveyor or architect, in accordance with SC law, shall certify according to the requirements section that the development is built in accordance with the submitted plans and previous pre-development certifications.

Sec. 5-4-168. - Duties and responsibilities of the Building Official.

Duties of the Building Official shall include, but not be limited to, the following:

- (1) Review all building and zoning permits to ensure compliance with this article.
- (2) Advise permittees that additional Federal or State or City permits may be required, and, if specific Federal or State or City permits are known to the Building Official, require that copies of such be provided and maintained on file with the building/zoning permit.
- (3) Notify adjacent communities and the State Coordinator, Flood Mitigation Program, S.C. Land, Water and Conservation Division of the South Carolina Department of Natural Resources prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
- (4) Ensure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
- (5) Verify and record the actual elevation (in relation to mean seal level) of the lowest floor (including basement) of all new or substantially improved structures, in accordance with section 5-4-167(b).
- (6) Verify and record the actual elevation, in relation to mean sea level, to which the new or substantially improved structures have been floodproofed, in accordance with section 5-4-171(b).
- (7) In coastal high hazard areas, certification shall be obtained from a registered professional engineer or architect that the structure is securely anchored to adequately anchored pilings or columns in order to withstand the effects of wind and water loads acting simultaneously on the building.
- (8) In coastal high hazard areas, the Building Official shall review plans for adequacy of breakaway walls in accordance with section 5-4-171(e)8.
- (9) When floodproofing is utilized for a particular structure, require certification from a registered professional engineer or architect.
- (10) Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation.
- (11) When base flood elevation data has not been provided in accordance with section 5-4-157, then the Building Official shall either:
 - (a) Obtain, review, and utilize any base flood elevation data available from a federal, state or other source, in order to administer the provisions of sections 5-4-170 and 5-4-171; or
 - (b) Require the applicant to obtain and reasonably utilize any base flood elevation data available from a federal, state or other source, and to determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering practices.
- (12) Before a certificate of occupancy is issued for a structure, inspect the premises to ensure that the requirements of this article have been met.
- (13) All records pertaining to the provisions of this article shall be maintained in the Office of the City Clerk and shall be made available for public inspection.

Sec. 5-4-169. - Variance procedures.

- (a) The City's Board of Zoning Appeals shall hear and decide appeals and requests for variances hereunder.
- (b) The Board of Zoning Appeals shall hear and decide appeals when it is alleged that there is an error in any requirements, decisions, or determinations made by the Building Official in the enforcement or administration of this article.
- (c) Any person aggrieved by the decision of the Board may appeal such decision to a court of competent jurisdiction as provided by law.
- (d) Notwithstanding any other provision in this article to the contrary, variances may be issued for repair or rehabilitation of historic structures listed on the National Register of Historic Places or the State Inventory of Historic Places upon a finding by the Board that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (e) In considering appeals or request for variances, the Board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this article and:
 - (1) The danger that materials may be swept onto other lands to the injury of others;
 - (2) The danger to life and property due to flooding or erosion damage;
 - (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (4) The importance to the community of the services provided by the proposed facility; (5) The necessity to the facility of a waterfront location, where applicable;
 - (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - (7) The compatibility of the proposed use with existing and anticipated development;
 - (8) The relationship of the proposed use to the comprehensive plan and flood plan management program for that area;
 - (9) The safety of access to the property during floods for emergency and nonemergency vehicles;
 - (10) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (11) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (f) The Board may attach such conditions to the granting of a variance hereunder as it deems necessary to further the purposes of this article.
- (g) Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
- (h) Requirements for variances.
 - (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon:

- (i) A showing of good and sufficient cause;
 - (ii) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (3) Any applicant to whom a variance is granted shall be given written notice by the Board that the issuance of a variance to construct a structure below the base flood level will result in substantially increased premium rates for the flood insurance as specified by the Federal law.
- (4) The City Clerk shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency (FEMA) as required by law.

Sec. 5-4-170. - General standards.

In all areas of special flood hazard the following provisions are required:

- (a) All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
- (b) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (c) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (d) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (e) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
- (f) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (g) Any alteration, repair, reconstruction, or improvements to a structure which is in compliance with the provisions of this article, shall meet the requirements of new construction as contained in this article.
- (h) Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during flooding.
- (i) Public utilities and facilities are constructed so as to minimize flood damage and provide adequate drainage.

Sec. 5-4-171. - Specific standards.

In all areas of ~~the City special flood hazard where base flood elevation data has been provided as set forth in section 5-4-157, or section 5-4-168(11)~~, the following provisions are required:

- (a) *Residential construction.* New construction, substantial improvement or the repair of substantial damage of any residential structure shall have the lowest floor, including basement, elevated no lower than the base flood elevation **or 14 feet NGVD (13 feet NAVD 88), whichever is higher.** Where permitted, solid foundation perimeter walls used to elevate a structure shall have openings sufficient to facilitate the unimpeded movements of floodwater. The elevation of the lowest floor shall be documented and provided to the Building Official using an elevation certificate in accordance with section 5-4-167(b).

- (b) *Nonresidential construction.* New construction, substantial improvement or the repair of substantial damage of any commercial, industrial, or nonresidential structure shall have the lowest floor, including basement, elevated no lower than the level of the base flood elevation **or 14 feet NGVD (13 feet NAVD 88), whichever is higher**. Structures located in A zones may be floodproofed in lieu of elevation, provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall document and certify to the Building Official that the standards of this subsection are satisfied, using a certificate in accordance with section 5-4-167(b).
- (c) *Enclosed areas below the base flood elevation.* New construction and substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the base flood elevation that are usable solely for the parking of vehicles, building access, or storage shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
1. A minimum of two (2) openings having a total net area of not less than one (1) square inch per square foot of enclosed area subject to flooding shall be provided. For the purpose of compliance with this article, windows are not included.
 2. The bottom of all opening shall be no higher than one foot (1') above grade.
 3. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided they permit the unimpeded entry and exit of floodwaters.
 4. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
 5. Only the portions of openings that are below the base flood elevation (BFE) can be counted towards the required net open area.
 6. Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.
- (d) *Temporary structure.* No temporary structures shall be placed in a floodway or coastal high hazard area, or in any area of special flood hazard within the corporate limits of the City unless a permit is obtained from the Zoning Administrator. No such permit shall be issued unless the latest FEMA guidelines regarding such structures are met.
- (e) *Coastal high hazard areas (V zones).* Located within the areas of special flood hazard established in section 5-4-157 are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave-wash; therefore, the following provisions shall apply:
1. All new construction and substantial improvement shall be located landward of the reach of the mean high tide, first line of stable natural vegetation, and comply with all applicable Department of Health and Environmental Control (DHEC) Ocean and Coastal Resource Management (OCRM) setback requirements.
 2. All new construction and substantial improvement shall be elevated so that the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns) is located no lower than the base flood elevation level **or 14 feet NGVD (13 feet NAVD 88), whichever is higher**, with all space below the lowest supporting member open so as not to impede the flow of water. Open lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of flood and wave action and in accordance with subsection (e)8 of this section.

3. All new construction and substantial improvement shall be securely anchored on pilings or columns.
 4. All pile and column foundations and structures attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components. Water loading values shall equal or exceed the base flood. Wind loading values shall be in accordance with the latest edition of the building code or One- and Two-Family Dwelling Code adopted by the City.
 5. Compliance with provisions contained in subsection (e)2 and 4 of this section shall be certified by a licensed professional engineer or architect.
 6. There shall be no fill used as structural support.
 7. There shall be no alteration of sand dunes, which would increase potential flood damage.
 8. Lattice work or decorative screening shall be allowed below the base flood elevation provided they are not part of the structural support of the building and are designed so as to break away, under base flood or lesser conditions, without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system and provided the following design specifications are met:
 - a. No solid walls are allowed; and
 - b. Materials shall consist of open wooden lattice or insect screening.
 9. Space enclosed by lattice or screening shall not be used for human habitation.
 10. Prior to construction, plans for any structure that will have lattice work or decorative screening must be submitted to the Building Official for approval.
 11. Any alteration, repair, reconstruction or improvement to a structure shall not enclose the space below the lowest floor except for lattice work or decorative screening, as provided for in subsection (e)8 and 9 of this section.
- (f) *Recreational vehicles.* Recreational vehicles placed on lots shall be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on wheels or jacking system, attached to the site only by quick-disconnect-type utilities and security devices, and has no permanently attached additions.

EXHIBIT A

TITLE 5 – PLANNING AND DEVELOPMENT CHAPTER 4 - ZONING ARTICLE 8. - FLOOD DAMAGE PREVENTION

Sec. 5-4-151. - Statutory authorization.

Pursuant to S.C. Code 1976, § 6-29-710, as amended, the Legislature of the State has delegated the authority to local governments to adopt regulations designed to protect against and secure safety from floods. Therefore, the City Council hereby adopts the provisions set forth in this article.

Sec. 5-4-152. - Findings of fact.

- (a) The flood hazard areas of the City are subject to periodic inundation which can result in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affects the public health, safety and general welfare.
- (b) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Sec. 5-4-153. - Statement of purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters; and
- (4) Regulate developments which may increase erosion or flood damage; and, regulate the construction of structures which will unnaturally divert floodwaters which may increase flood hazards to other lands.

Sec. 5-4-154. - Objectives.

The objectives of this article are:

- (1) To protect human life and health;
- (2) To minimize expenditure of public money for costly flood control projects;
- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) To minimize prolonged business interruptions;
- (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) To help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas;

- (7) To encourage notification to potential real property buyers that a property is located in a special flood hazard area.

Sec. 5-4-155. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Appeal means a request for a review of the Building Official's interpretation of any provisions of this chapter or a request for a variance.

Area of special flood hazard means the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year.

Base flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year.

Base flood elevation means the water surface elevations of the base flood as determined by the Federal Insurance Administrator of the National Flood Insurance Program (NFIP).

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Building means any structure built for support, shelter, or enclosure for any occupancy or storage.

Coastal high hazard area means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Expansion to an existing manufactured home park or manufactured home subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, either final site grading or pouring of concrete pads, or the construction of streets). Any expansion is considered new construction.

Existing Construction means, for the purposes of determining rates, structures for which the start of construction commenced before January 1, 1975.

Fair market value of a structure means:

- (i) The appraised value of the structure prior to the start of the initial repair or improvement; or
- (ii) In the case of damage, the appraised value of the structure prior to the damage occurring.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- a. The overflow of inland or tidal waters;
- b. The unusual and rapid accumulation of runoff of surface waters from any source.

Flood Hazard Boundary Map (FHBM) means an official map of a community, issued by the Federal Emergency Management Agency (FEMA), where the boundaries of the areas of special flood hazard have been defined as Zone A.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency (FEMA) has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study means the official report provided by the Federal Emergency Management Agency (FEMA). The report contains flood profiles, as well as the Flood Boundary-Floodway Map and the water surface elevation of the base flood.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term "functionally dependent use" includes only docking or port facilities necessary for the loading and unloading of cargo or passengers, shipbuilding and ship repair facilities. The term "functionally dependent use" does not include long-term storage, manufacture, sales, or service facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure means any structure that is: (a) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a State inventory of historic places; (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified (1) by an approved State program as determined by the Secretary of Interior, or (2) directly by the Secretary of Interior in states without approved programs. Some structures or districts listed on the State or local inventories MAY NOT be "Historic" as cited above, but have been included on the inventories because it was believed that the structures or districts have the potential for meeting the "Historic" structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has individually determined that the structure or district meets DOI historic structure criteria.

Lowest floor means the lowest floor of the lowest enclosed area, including basement. Any unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of other provisions of this article.

Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. ~~For purposes of this article, the term is synonymous with National Geodetic Vertical Datum (NGVD).~~ For purposes of this article, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD 88) of 1988, or other datum, to which the base flood elevations shown on a community's Flood Insurance Rate Maps (FIRM) are shown.

Manufactured home means a structure, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. It does not include recreational vehicles or travel trailers.

National Geodetic Vertical Datum (NGVD), as corrected in 1929, means elevation reference points set by National Geodetic Survey based on mean sea level.

~~*National Geodetic Vertical Datum (NGVD), as corrected in 1929*~~*North American Vertical Datum of 1988 (NAVD 88), means a vertical control used as the reference datum on new Flood Insurance Rate Maps.*

New construction means structures for which the start of construction commenced on or after the effective date of the ordinance from which this article is derived.

New manufactured home park or manufactured home subdivision means a parcel or contiguous parcels of land divided into two (2) or more manufactured home lots for rent or sale for which the construction of facilities for servicing the lot on which the manufactured home is to be affixed (including, at a minimum, the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets) is completed on or after the effective date of the ordinance from which this article is derived.

Primary Frontal Dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and subject to erosion and overtopping from high tides and waves during coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational vehicle means a vehicle which is:

- (a) Built on a single chassis;
- (b) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use.

Sand dunes means naturally occurring or manmade accumulations of sand in ridges or mounds landward of the active beach.

Start of construction, for other than new construction and substantial improvements under the Coastal Barrier Resources Act, includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within one hundred eighty (180) days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimension of the building.

Structure means a walled and roofed building that is principally above ground, a manufactured home or a gas or liquid storage tank.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition equals or exceeds fifty percent (50%) of the fair market value of the structure before the damage occurred.

Substantial improvement means any combination of repairs, reconstruction, alteration, additions or improvements to a structure occurring within a continuous period of five (5) years, measured from the date of the start of construction of improvement in which the cumulative cost equals or exceeds fifty percent (50%) of the fair market value of the structure before the start of construction. The term "substantial improvement" does not, however, include either:

- (i) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications identified by the Building Official which are the minimum necessary to ensure safe living conditions; or
- (ii) Any alteration of a structure listed on a National Register of Historic Places or a State Inventory of Historic Places, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief to a property owner from the requirements of this article which permits construction in a manner otherwise prohibited by this article where specific enforcement would result in unnecessary hardship to the owner.

Violation means the failure of a structure or other development to be fully compliant with this article.

Sec. 5-4-156. - Areas in which this article applies.

This article applies to all property in the City identified as areas of special flood hazard by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study dated November 17, 2004 with accompanying maps and other supporting data.

Sec. 5-4-157. - Basis for establishing the areas of special flood hazard.

The special flood hazard areas identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Rate Map (FIRM) and Flood Insurance Study dated November 17, 2004, with all attachments thereto, are hereby adopted by reference and made a part of this article as fully and completely as if set forth herein verbatim.

Sec. 5-4-158. - Establishment of building and/or zoning permit.

A building/zoning permit shall be required in conformance with the provisions of this article prior to the commencement of any development activities.

Sec. 5-4-159. - Compliance.

No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this article and other applicable regulations.

Sec. 5-4-160. - Abrogation and greater restrictions.

Where this article and any other provision of this Code conflict or overlap, whichever provision imposes the more stringent restrictions shall prevail. If two (2) or more flood zones or base flood elevations transect a structure, the structure shall conform to the most stringent zone and the highest base flood elevation.

Sec. 5-4-161. - Interpretation.

In the interpretation and application of this article, all provisions shall be:

- (1) Considered a minimum requirement;
- (2) Liberally construed in favor of the City Council; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 5-4-162. - Partial invalidity and severability.

In the event any section, subsection, sentence, clause or phrase contained in this article shall be declared or adjudicated to be invalid or unconstitutional by a court of competent jurisdiction, all the remaining provisions of this article shall be and remain in full force and effect.

Sec. 5-4-163. - Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. This article shall not create liability on the part of the City or by any officer or employee thereof for any flood damage that results from reliance on or compliance with this article or any administrative decision made hereunder.

Sec. 5-4-164. - Penalties for violation.

Violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special

exceptions, shall constitute a misdemeanor. Any person who violates this article or fails to comply with any of its requirements shall, upon conviction thereof, be punished as provided in section 1-3-66, and in addition shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent, enjoin or remedy any violation.

Sec. 5-4-165. - Administration; designation of Building Official.

The Building Official is hereby appointed to administer and implement the provisions of this article.

Sec. 5-4-166. - Adoption of letter of map revision (LOMR).

All LOMRs that are issued in the areas identified in section 5-4-156 are hereby adopted.

Sec. 5-4-167. - Permit procedures and certification requirements.

- a) *Permit:* Application for a building/zoning permit shall be made to the Building Official on forms provided by him, prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials; drainage facilities, and the location of the foregoing. Specifically, the following information is required:
 - (1) Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all structures.
 - (2) Elevation in relation to mean sea level to which any nonresidential structure will be floodproofed.
 - (3) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure meets the floodproofing criteria in section 5-4-171(b).
 - (4) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- b) *Certifications:*
 - (1) During Construction - A floor elevation or floodproofing certification is required after the lowest floor is completed, or in instances where the structure is subject to the regulations applicable to coastal high hazard areas, after placement of the horizontal structural members of the lowest floor. Within twenty-one (21) calendar days of establishment of the lowest floor elevation, or floodproofing by whatever construction means, or upon placement of the horizontal structural members of the lowest floor, whichever is applicable, it shall be the duty of the permit holder to submit to the Building Official a certification of the elevation of the lowest floor, floodproofed elevation, or the elevation of the lowest habitable floor, whichever is applicable, as built, in relation to the mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When floodproofing is utilized for a particular building, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work done within the twenty-one (21) calendar day period and prior to submission of the certification shall be at the permit holder's risk. The Building Official shall review the floor elevation survey date submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the survey or failure to make said corrections required hereby may result in the issuance of a stop work order for the project from the Building Official.
 - (2) As-built Certification - Upon completion of the development a registered professional engineer, land surveyor or architect, in accordance with SC law, shall certify according to the requirements section that the development is built in accordance with the submitted plans and previous pre-development certifications.

Sec. 5-4-168. - Duties and responsibilities of the Building Official.

Duties of the Building Official shall include, but not be limited to, the following:

- (1) Review all building and zoning permits to ensure compliance with this article.
- (2) Advise permittees that additional Federal or State or City permits may be required, and, if specific Federal or State or City permits are known to the Building Official, require that copies of such be provided and maintained on file with the building/zoning permit.
- (3) Notify adjacent communities and the State Coordinator, Flood Mitigation Program, S.C. Land, Water and Conservation Division of the South Carolina Department of Natural Resources prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
- (4) Ensure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
- (5) Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, in accordance with section 5-4-167(b).
- (6) Verify and record the actual elevation, in relation to mean sea level, to which the new or substantially improved structures have been floodproofed, in accordance with section 5-4-171(b).
- (7) In coastal high hazard areas, certification shall be obtained from a registered professional engineer or architect that the structure is securely anchored to adequately anchored pilings or columns in order to withstand the effects of wind and water loads acting simultaneously on the building.
- (8) In coastal high hazard areas, the Building Official shall review plans for adequacy of breakaway walls in accordance with section 5-4-171(e)8.
- (9) When floodproofing is utilized for a particular structure, require certification from a registered professional engineer or architect.
- (10) Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation.
- (11) When base flood elevation data has not been provided in accordance with section 5-4-157, then the Building Official shall either:
 - (a) Obtain, review, and utilize any base flood elevation data available from a federal, state or other source, in order to administer the provisions of sections 5-4-170 and 5-4-171; or
 - (b) Require the applicant to obtain and reasonably utilize any base flood elevation data available from a federal, state or other source, and to determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering practices.
- (12) Before a certificate of occupancy is issued for a structure, inspect the premises to ensure that the requirements of this article have been met.
- (13) All records pertaining to the provisions of this article shall be maintained in the Office of the City Clerk and shall be made available for public inspection.

Sec. 5-4-169. - Variance procedures.

- (a) The City's Board of Zoning Appeals shall hear and decide appeals and requests for variances hereunder.

- (b) The Board of Zoning Appeals shall hear and decide appeals when it is alleged that there is an error in any requirements, decisions, or determinations made by the Building Official in the enforcement or administration of this article.
- (c) Any person aggrieved by the decision of the Board may appeal such decision to a court of competent jurisdiction as provided by law.
- (d) Notwithstanding any other provision in this article to the contrary, variances may be issued for repair or rehabilitation of historic structures listed on the National Register of Historic Places or the State Inventory of Historic Places upon a finding by the Board that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (e) In considering appeals or request for variances, the Board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this article and:
 - (1) The danger that materials may be swept onto other lands to the injury of others;
 - (2) The danger to life and property due to flooding or erosion damage;
 - (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (4) The importance to the community of the services provided by the proposed facility; (5) The necessity to the facility of a waterfront location, where applicable;
 - (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - (7) The compatibility of the proposed use with existing and anticipated development;
 - (8) The relationship of the proposed use to the comprehensive plan and flood plan management program for that area;
 - (9) The safety of access to the property during floods for emergency and nonemergency vehicles;
 - (10) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (11) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (f) The Board may attach such conditions to the granting of a variance hereunder as it deems necessary to further the purposes of this article.
- (g) Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
- (h) Requirements for variances.
 - (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon:
 - (i) A showing of good and sufficient cause;
 - (ii) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

- (3) Any applicant to whom a variance is granted shall be given written notice by the Board that the issuance of a variance to construct a structure below the base flood level will result in substantially increased premium rates for the flood insurance as specified by the Federal law.
- (4) The City Clerk shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency (FEMA) as required by law.

Sec. 5-4-170. - General standards.

In all areas of special flood hazard the following provisions are required:

- (a) All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
- (b) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (c) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (d) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (e) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
- (f) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (g) Any alteration, repair, reconstruction, or improvements to a structure which is in compliance with the provisions of this article, shall meet the requirements of new construction as contained in this article.
- (h) Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during flooding.
- (i) Public utilities and facilities are constructed so as to minimize flood damage and provide adequate drainage.

Sec. 5-4-171. - Specific standards.

In all areas of special flood hazard where base flood elevation data has been provided as set forth in section 5-4-157, or section 5-4-168(11), the following provisions are required:

(a) ~~(a)~~—Residential *new* construction. New construction, ~~substantial improvement or the repair of substantial damage~~ of any residential structure shall have the lowest floor, including basement, elevated no lower than the base flood elevation or 14 feet NGVD (13 feet NAVD 88), whichever is higher. Where permitted, solid foundation perimeter walls used to elevate a structure shall have openings sufficient to facilitate the unimpeded movements of floodwater. The elevation of the lowest floor shall be documented and provided to the Building Official using an elevation certificate in accordance with section 5-4-167(b).

(b) *Residential substantial improvement or the repair of substantial damage.* Substantial improvement or the repair of substantial damage of any residential structure shall have the lowest floor, including basement, elevated no lower than the base flood elevation. Where permitted, solid foundation perimeter walls used to elevate a structure shall have openings sufficient to facilitate the unimpeded movements of floodwater. The elevation of the lowest floor shall be documented and provided to the Building Official using an elevation certificate in accordance with section 5-4-167(b).

~~(a)~~—

(cb) *Nonresidential new construction.* New construction, ~~substantial improvement or the repair of substantial damage of any commercial~~, industrial, or nonresidential structure shall have the lowest floor, including basement, elevated no lower than the level of the base flood elevation **or 14 feet NGVD (13 feet NAVD 88), whichever is higher**. Structures located in A zones may be floodproofed in lieu of elevation, provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall document and certify to the Building Official that the standards of this subsection are satisfied, using a certificate in accordance with section 5-4-167(b).

(d) *Nonresidential substantial improvement or the repair of substantial damage.* Substantial improvement or the repair of substantial damage of any commercial, industrial, or nonresidential structure shall have the lowest floor, including basement, elevated no lower than the level of the base flood elevation. Structures located in A-zones may be floodproofed in lieu of elevation, provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall document and certify to the Building Official that the standards of this subsection are satisfied, using a certificate in accordance with section 5-4-167(b).

(ee) *Enclosed areas below the base flood elevation.* New construction and substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the base flood elevation that are usable solely for the parking of vehicles, building access, or storage shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:

1. A minimum of two (2) openings having a total net area of not less than one (1) square inch per square foot of enclosed area subject to flooding shall be provided. For the purpose of compliance with this article, windows are not included.
2. The bottom of all opening shall be no higher than one foot (1') above grade.
3. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided they permit the unimpeded entry and exit of floodwaters.
4. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
5. Only the portions of openings that are below the base flood elevation (BFE) can be counted towards the required net open area.
6. Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.

(fd) *Temporary structure.* No temporary structures shall be placed in a floodway or coastal high hazard area, or in any area of special flood hazard within the corporate limits of the City unless a permit is obtained from the Zoning Administrator. No such permit shall be issued unless the latest FEMA guidelines regarding such structures are met.

(ge) *Coastal high hazard areas (V zones).* Located within the areas of special flood hazard established in section 5-4-157 are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave-wash; therefore, the following provisions shall apply:

1. All new construction and substantial improvement shall be located landward of the reach of the mean high tide, first line of stable natural vegetation, and comply with all applicable Department of Health and Environmental Control (DHEC) Ocean and Coastal Resource Management (OCRM) setback requirements.
 2. All new construction ~~and substantial improvement~~ shall be elevated so that the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns) is located no lower than the base flood elevation level **or 14 feet NGVD (13 feet NAVD 88), whichever is higher**, with all space below the lowest supporting member open so as not to impede the flow of water. Open lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of flood and wave action and in accordance with subsection (e)~~98~~ of this section.
 3. All substantial improvements and repairs to substantial damage of any structure shall be elevated so that the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns) is located no lower than the base flood elevation with all space below the lowest supporting member open so as not to impede the flow of water. Open lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of flood and wave action and in accordance with subsection (e)8 of this section.
 43. All new construction and substantial improvement shall be securely anchored on pilings or columns.
 54. All pile and column foundations and structures attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components. Water loading values shall equal or exceed the base flood. Wind loading values shall be in accordance with the latest edition of the building code or One- and Two-Family Dwelling Code adopted by the City.
 65. Compliance with provisions contained in subsection (e)~~2~~, 3 and 54 of this section shall be certified by a licensed professional engineer or architect.
 76. There shall be no fill used as structural support.
 87. There shall be no alteration of sand dunes, which would increase potential flood damage.
 98. Lattice work or decorative screening shall be allowed below the base flood elevation provided they are not part of the structural support of the building and are designed so as to break away, under base flood or lesser conditions, without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system and provided the following design specifications are met:
 - a. No solid walls are allowed; and
 - b. Materials shall consist of open wooden lattice or insect screening.
 109. Space enclosed by lattice or screening shall not be used for human habitation.
 119. Prior to construction, plans for any structure that will have lattice work or decorative screening must be submitted to the Building Official for approval.
 124. Any alteration, repair, reconstruction or improvement to a structure shall not enclose the space below the lowest floor except for lattice work or decorative screening, as provided for in subsection (e)~~98~~ and 109 of this section.
- (f) *Recreational vehicles.* Recreational vehicles placed on lots shall be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on wheels or jacking system,

attached to the site only by quick-disconnect-type utilities and security devices, and has no permanently attached additions.

503 Belle Hall Parkway, Suite 101
Mt. Pleasant, SC 29464

P 843.856.9227
F 843.856.2258

February 16, 2018

Mr. Douglas Kerr
Director of Building, Planning and Licensing
City of Isle of Palms
PO Drawer 508
Isle of Palms, SC 29451

Re: Lots 1-A & 1-B, Block E, Section BC-2-A
 Being Lot 2401 Waterway Blvd, Isle of Palms
 Owned by Robert and Sandra Ferguson

Dear Mr. Kerr:

I have been asked to provide a legal opinion regarding the subdivision of Lot 1, Block E, Section BC-2-A, which is currently owned by Robert and Sandra Ferguson. More specifically, the question is whether the lot has been legally subdivided into Lots 1-A and 1-B in light of recorded restrictive covenants and recorded Modifications executed by The Beach Company.

The brief history of this lot and the restrictions is as follows:

1. The Beach Company conveyed the entire Block E to Franklin Welch and Carolyn Shealy back in 1961, subject to restrictions set forth in Book D46 at page 531 and Book Q47 at page 157. Both of these restrictions are for Blocks A, B, C and D; however, by referencing the restrictions in the Deed to Welch/Shealy, The Beach Co. made the restrictions (specifically 1-9 in the restrictions) applicable to Block E. The last sentence in the property description in the Deed to Welch/Shealy references that "Block E and other lands and marshlands hereby conveyed may be subdivided into not more

than three lots....” The above referenced restrictive covenants outline that the restrictions may be modified with the combined written consent of the following: (a) The Beach Co., its successors and assigns, (b) The owner or owners of the said lot or lots and the holder, if any of any mortgage over the said lot or lots which lot or lots it is the desired to modify, alter or change the conditions, restrictions land limitations.

2. Welch/Shealy conveyed a portion of Block E to Max V. Caper in July, 1966. This portion is described as the south western-most part of Block E as shown on Plat Book O at page 40. This would later be known as Lot 1, Block E. This same property continues to be conveyed for about six (6) transactions.
3. In 1967, the Beach Company consented to the subdivision of Block E into four (4) lots by Modification of Restrictions, dated December 11, 1967, and recorded in Book H89 at page 45. This Modification did not affect our Lot but it did allow for the division of the remainder of Block E into 3 separate lots, making Block E a total of 4 new lots.
4. In April, 2004, Cayman Holdings, LLC, used a 1999 plat previously approved by Isle of Palms and recorded in Book ED at page 117 to convey Lot 1-A and Lot 1-B separately to Ocean Three Properties, LLC (Lot 1-B) and Ocean Two Properties, LLC (Lot 1-A), by deed recorded in Book T491 at page 849. Concurrently, the Beach Company executed the Second Modification of Restrictions on May 17, 2004, allowing for Block E to be subdivided into seven (7) lots specifically allowing Lot 1 to become Lot 1-A and Lot 1-B. This modification is recorded in Book A501 at page 050.
5. Since that conveyance, the properties of Lot 1-A and Lot 1-B have passed hand numerous times and are presently both owned by Robert B. Ferguson and Sandra K. Ferguson.
6. In January, 2018, the Beach Company reaffirmed their allowance of the modification by executing an instrument entitled “Reaffirmation of Modification of Restrictions Regarding Lots 1-A & 1-B, Section BC-2-A, Isle of Palms” recorded in Book 0697 at page 608.

It is my understanding that the question at hand is whether or not the Beach Company properly modified their restrictions.

The restrictions at hand specifically state that owners are “estopped from revoking or modifying these restrictions until January 1, 1977, without the combined written consent of the following:

- (a) **The Beach Co, it successors or assigns,**
- (b) The owner or owners of the said lot or lots, and the holder, if any, of any mortgage over the said lot or lots over which lot or lots it is desired to modify, alter or change these conditions, restrictions, and limitations.”

The word “assigns” would refer to any third party to which the Beach Co., has specifically assigned its rights to under the Restrictive Covenants. After a review of the public records, there is no recorded Assignment of the declarant/developer’s rights to any third party. Such would be the case in a newer subdivision wherein the Restrictions would outline the process for the developer to turn over their rights to a homeowner’s association, etc. Clearly in this case, the black and white provisions of the Restrictions simply require the consent from the Beach Company and the owner of the lot.

On a separate note, Lot 1 (being Lot 1-A and 1-B) is subject to an Easement Agreement that was executed between Harold B. Bosworth (previous owner of Lot 1-B) and Christine A. Donovan (owner of the neighboring Lot 2, Block E), recorded in Book Z611 at page 005 wherein a view easement was created to benefit Christine Donovan, her successors and assigns. Specifically, the easement prohibits the owner of Lot 1-B from building a structure over eight (8) feet in height and allows for either party to trim brush and trees that may exceed eight (8’) feet. The current owner of Lot 1-A and Lot 1-B are well aware of the easement and intend on observing the necessary restrictions when building.

Sincerely,

Heather C. Gilbert



/hcg

Enclosures – Deeds/plats/restrictions

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

D46/531

PERSONALLY appeared before me Kathleen Geddings who, being duly sworn, says that she saw the within named Williams Furniture Corporation by Julian T. Burton, its Vice-President, sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument, and that she with T.M. Fisher witnessed the execution thereof.

Kathleen Geddings

SEEM to before me this 19th

day of February, A.D., 1947.

Glenn V. Brown
Notary Public for S.C.

(Notarial Seal)
(Glenn V. Brown)
(N.P. for S.C.)

Recorded March 3, 1947 at 9:45 O'clock. S.C. Doc. Stamps none affixed. Original delivered to South Carolina Power Company. Julius E. Cogswell, H.M.C. per clk. E.B.

12-7-79
Modification of Easement & E. 24-52
An Modification of Easement & E. 24-52

THE BEACH COMPANY TO FUTURE PURCHASERS OF LOTS

RESTRICTIVE COVENANTS

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

RESTRICTIONS

Made applicable by
776 on Restrictions
Book N-62,
Page 540
D-46-531

LET IT BE KNOWN BY THIS MEMORANDUM or Instrument in Writing that The Beach Co., a South Carolina corporation, the owner of practically the entire undeveloped portion of the Isle of Palms, Charleston County, S.C., recognizing that the placing of proper restrictions, conditions and limitations on the lots or areas into which the said island is subdivided is a matter of utmost importance to The Beach Co. and to the purchasers of property on the Isle of Palms, and that The Beach Co. recognizes that the proper restrictions, conditions and limitations on the site, use and occupancy of the lots and /or areas into which the Isle of Palms is subdivided, materially protects the investment of The Beach Co. and the purchasers of property on the Isle of Palms, and that by proper restrictions, conditions and limitations the said lots or areas increase in value to the financial benefit of The Beach Co., its successors and assigns, and all future purchasers of the said lots or areas on said Isle of Palms.

FURTHER

NOW LET IT BE KNOWN by this Instrument in Writing that for and in consideration of the sum of Three Dollars to it in hand paid and in consideration of other mutual advantages flowing unto The Beach Co. that the following real property situate on the Isle of Palms, Charleston County, to-wit:

All those certain lots of land situate on the Isle of Palms, Charleston County, S.C. (numbering One (1) through Sixty-two (62) inclusive, comprising Blocks A, B, C and D as shown on a plat made for the Beach Co. designated as a "Plat of Section 3-C-2-A, Isle of Palms, S.C." by E.V. Scattle, Registered Land Surveyor, December 20, 1946", which plat is duly recorded in the Register of Deeds Conveyance Office for Charleston County in Plat Book N-62, page 18, shall, whether or not so stated in the deed or deeds, until January 1, 1977, be subject to the following restrictions, conditions, covenants and limitations hereafter set out, which shall be considered as covenants running with the land:

(1) All of the lots owned by The Beach Co. here referred to shall have such size, shape and dimensions, and be bounded, as shown and set forth on the said plat, which plat is recorded in the Register of Deeds Conveyance Office for Charleston County.

In Plat Book G at page 13.

(2) No building consisting of more than four(4) apartments designed for more than four(4) family living quarters shall be erected and /or used on the lots above referred to for any purpose other than for a residential or apartment house, with the exception as to outbuildings, which can be made use of as a garage or for residential storage purposes and for living quarters only of or for servants employed by the occupants of the main residence on said property; and specifically is the use of any building on the said lots for business or combined business and residential purposes prohibited; nor shall any building erected on the said lots be used as a club house, or a meeting place for any group or organization, it being the intention of this restriction to limit the use of the buildings erected on the said lots exclusively for residential purposes.

(3) No part of any building, including porches but excluding steps, shall be erected on any lot or lots on the said Blocks A, B, C and D as shown on the said plat above referred to recorded in the Register of Means Conveyance Office for Charleston County in Plat Book G at page 13, which is less than one-fourth or exceeds sixty (60%) per cent of the width of the said lot or lots. The width of irregular shaped lots shall be determined by adding the distance across the front line of the said lots with the distance across the back line of the said lots and dividing the total by two. Corner lots for the purpose of this particular restriction shall be considered as fronting only on one street. The owner of the lot to have the election of determining the street upon which the said lot is considered as fronting.

(4) No part of any building shall be erected on any part of the said lot or lots set forth as Blocks A, B, C and D of the said plat, including porches but excluding steps, within thirty-five (35) feet of the front line of any lot or lots, with the exception of lots 1 through 14 inclusive in Blocks B, C and D. Buildings on any part of these lots, including porches but excluding steps, shall not be built nearer than twenty-five (25) feet to the front line of these particular lots. Corner lots shown on the said plat on Blocks A, B, C and D shall be considered as fronting on all streets, drives, or courts that bound the said lot so that this restriction applying to the front line of the said lots shall be applicable to all sides of the said lots fronting on any street, driveway or court as shown on the said plat. And it is further provided that all buildings erected on any lot or lots conveyed subject to these restrictions, with the exception of outbuildings and garages, shall be so architecturally designed that in appearance the said building or buildings will appear as if fronting on at least one of the streets, roads, or courts bounding the said lot or lots.

(5) No part of any building including porches, but excluding steps, shall be built within fifteen (15) feet of any side line of any lot or lots shown on Blocks A, B, C and D of the said plat heretofore referred to, and in no event as provided in paragraph (2) of this instrument, shall any building which is erected on the said lot or lots be less than one-fourth or exceed sixty (60%) per cent of the width of the said lot. It is definitely provided, however, that outbuildings or garages which are erected on the rear one-fourth part of any lot or lots which are shown on Blocks A, B, C and D of the said plat may be erected as close but not closer than five (5) feet to any side line or back line of any lot or lots.

(6) No single family dwelling costing for actual construction, excluding architect's fees, less than five thousand (\$5,000.00) Dollars shall be permitted to be built on any of the said lots herein referred to in said Blocks A, B, C and D; nor shall any two family dwelling costing for actual construction, excluding architect's fees, less than eight

Thereafter (\$6,000.00) Dollars be permitted to be built on any of the lots referred to herein; nor shall any four family structure costing for actual construction, excluding architect's fees, less than Sixteen thousand (\$16,000.00) Dollars be permitted to be built on any of the lots referred to herein. For single family one story dwellings the around floor area of the main structure, exclusive of one story open porches and /or garages, shall be not less than eight hundred (800) square feet. In the case of one and one-half or two story structures, the around floor area, exclusive of open porches, shall be not less than six hundred and sixty (660) square feet. In the case of apartment houses the around floor area of each apartment, exclusive of open porches, shall be not less than five hundred sixty (560) square feet per apartment. No outbuilding or garage shall be built on any of the said lots in Blocks A, B, C and D subject to these restrictions, which has a floor area in excess of six hundred (600) square feet for each single family or two story single family residence built on the said lot or lots; nor a floor area in excess of four hundred (400) square feet for each apartment comprising the main apartment house.

(7) The lots or lots referred to herein shall not be subdivided so as to reduce the size of any lot, nor shall any portion less than the whole of any one lot be sold or conveyed, save that a lot may be subdivided into parts or portions which shall be owned by the respective adjacent lot owners to the said lot which is subdivided, so that the lot which is subdivided shall be and become part of the adjacent lots thereto. In the event there is a subdivision of the said lots so as to increase the size of any of the said lots herein referred to in Blocks A, B, C and D, the said lots with increased size shall be considered as one lot for the purpose of these restrictions, and shall be subject to the restrictions, conditions, and limitations herein imposed on single lots.

(8) There shall be no sewage disposals from the lots save by sewer, septic tank, or other sewer methods approved either by the Charleston County or State of South Carolina Board of Health. No use shall be made of the property or any part thereof which will constitute a nuisance or injure the value of any of the neighboring property. No cows, swine, horses or domestic animals, except pets, shall be allowed to be kept on the property. No stagnant water, stale garbage or other unsanitary conditions conducive to the breeding of mosquitoes or flies or otherwise prejudicial to public health shall be maintained or permitted on the premises.

(9) No trailer, bus, or other vehicle, whether or not the wheels are removed therefrom, shall be kept or used on the property as a dwelling, kitchen, bath house, dressing room, main building. Outbuilding of any kind, and any trailer, bus or other vehicle except an automobile which can be used for any one or more of the above purposes placed upon said property and left there for twenty-four hours or more shall be conclusively presumed to be kept and used for one or more of said purposes.

(10) The property shall not be sold, conveyed, devised, mortgaged, donated, rented, or otherwise disposed of to any person or persons not of the white or Caucasian race, nor to any corporation whose stock is controlled by stockholders not of the white or Caucasian race. The property shall not be used or occupied by persons not of the white or Caucasian race, nor by any corporation whose stock is controlled by stockholders not of the white or Caucasian race. Provided, however, that household servants not of the white or Caucasian race employed on the premises may occupy servants' rooms which may be provided in the main building situated on said lot, or in outbuildings as provided in paragraph (A) of this instrument.

no subdivide
but
moving
property
line
OK

(11) The seller expressly reserves to itself the fee simple title in all of the streets, lanes, ways, avenues, crossings and drives, roadways, and front and back beach areas, as is or shall be designated on the plats of said lots, and/or as the same exist, and reserves to itself the right to construct, locate, and/or erect, and/or permit and/or cause to be constructed, located and/or erected all sewer, drain, gas, and water pipes, telephone, telegraph and/or electric poles and wires, and other public or quasi-public utilities, or any one or more of them thereon, thereover and/or thereunder, and to use the same for such other reasonable purposes as it may deem proper or necessary. The seller expressly reserves to itself the exclusive right to fix the grade of all of the said streets, lanes, ways, avenues, crossings, drives and roadways, and to grade, change the grade and/or regrade the same or any of them, and to convey or grant to any person or persons, corporation or municipality all its rights, title and interest in the same or any rights or easements herein not inconsistent with the use of the same as streets.

(12) The seller reserves to itself the right, at any time or times, if it shall so desire, an easement for that purpose, to lay, erect and/or construct, and/or permit, and/or cause to be laid, erected, and/or constructed, water, and/or gas mains and pipes, and/or conduits, drains, sewers, and/or telephone, telegraph and/or electric poles, and/or wires, and/or public or quasi-public utilities, functions, and/or instrumentalities, and/or any other conveniences consistent with the development of the property, and of the other property of the seller on the said island, or any part thereof, and/or any one or more of them, beneath, along, above and/or over the surface of the ground, along any rear or side boundary line of or within five feet of any rear or side boundary line ^{or} any lot, and/or all of the lots herein referred to, with the further right to enter upon the property for the purposes of locating, constructing, erecting, repairing, maintaining and/or removing the same, and/or causing and/or permitting such things to be done.

(13) Any or all of the rights, powers, titles, easements, privileges and/or estates reserved or given to THE BEACH CO. hereunder are reserved and given on the same basis to its successors and assigns, and may be assigned to any one or more corporations, individuals or associations.

(14) The provisions herein set out are and shall be taken as covenants running with the land, and shall run with and be binding upon the lots herein referred to, and shall inure to the benefit of and be enforceable by The Beach Co., its successors and assigns, and the failure by it or them to enforce any condition, restriction, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter, as to the same beach, or as to one occurring prior to or subsequent thereto.

(15) Nothing herein contained shall be held to impose any restriction, condition, limitation or easement upon any land of The Beach Co., its successors or assigns, other than the lots herein referred to, subject to these restrictions, conditions and limitations.

(16) The violation of any reservation, condition, or restriction, or the breach of any covenant or agreement herein contained, shall give the seller, its successors and assigns, in addition to all other remedies, the right to enter upon the property and summarily to abate and remove at the expense of the owner thereof any erection, thing or condition that may be or exist thereon, contrary to the intent or meaning of the provisions hereof, and the seller, its successors and assigns, shall not thereby be deemed guilty in any manner of trespass for such entry, abatement or removal.

(17) The seller is bound by no representations touching or affecting the property which are not expressly set forth herein.

(18) The reservations, covenants, conditions, restrictions and limitations herein set forth ^{one or} are to be deemed several and independent, so that the invalidity of any ~~of~~ more of them shall in no wise affect the validity of the others.

(19) The seller or grantor, and the purchaser or grantee, their heirs, successors and assigns, of any lot or lots shown on Blocks A,B,C and D, of the said plat made by G.V. Sottile, Registered Land Surveyor, which plat is duly recorded in the R.L.S. Office for Clarion County in Plat Book G page 13, are hereby estopped from revoking or modifying these restrictions until January 1, 1977, without the combined written consent of the following:

- (a) The Beach Co., its successors or assigns,
(b) The owner or owners of the said lot or lots, and the holder, if any, of any mortgage
over the said lot or lots over which lot or lots it is desired to modify, alter or change
these conditions, restrictions and limitations.

THE SPACH CO. does hereby declare that the advantages flowing to it constitute good, valuable, and sufficient consideration for the execution of this instrument of a restrictive character, and that by virtue of said restrictions the value of the said lots herein referred to is increased to the advantage of THE SPACH CO., its successors and assigns, and that THE SPACH CO., its successors and assigns, are hereby estopped from revering or modifying the restrictions herein outlined except as above provided.

IN WITNESS WHEREOF, the Board Co. has caused this instrument to be executed in its name by J. C. Long, its President, as its official act and deed, and its corporate seal to be hereto affixed this 25th day of February, 1947.

Signed, Sealed and Delivered
in the presence of:

(Corporate Seal)	
(The Beach Co.)	by J.C.Long

Barton McNamee
John W. Carter
President

STATE OF SOUTH CAROLINA
COUNTY OF CHARLSTON

PROSECUTOR appeared before ex-judge S. Kearney who being duly sworn, says that she saw J. J. Lee, as President of The Beach Co., sign the foregoing instrument of restrictions over lots on the Isle of Palms, and as the official act and deed of the said corporation, affix the seal of the corporation thereon, and that she with Helen S. Carter witnessed the execution thereof.

Words 50 and Subscribed before me
This 25th day of February, 1947

Ann Thomas
Notary Public for South Carolina

Recorded March 3, 1947 at 4:00 P.M. 0'clock. W. J. Doe, Stamp not affixed. Original delivered to J. J. Doe. Julius J. Cogswell, R.M. 1. per old, R.B.

WASHINGTON REALTY COMPANY TO LIBERTY LIFE INSURANCE COMPANY STIPULATION

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

WHEREAS, Washington Realty Company, a South Carolina corporation hereinafter obtained a mortgage loan from Liberty Life Insurance Company, Greenville, S.C. in the amount of Two Hundred Fifteen Thousand (\$215,000.00) Dollars as evidenced by note and mortgage executed by Washington Realty Company to Liberty Life Insurance Company dated December 18,

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

MODIFICATION OR SUPPLEMENTARY
RESTRICTIONS

LET IT BE KNOWN by this memorandum or instrument in writing that The Beach Co., a South Carolina corporation, the owner of the major portion of the undeveloped part of the Isle of Palms, Charleston County, S.C., recognizing that the placing of proper restrictions, conditions and limitations on the lots or areas into which the said Isle of Palms is subdivided is a matter of utmost importance to The Beach Co. and to the purchasers of property on the Isle of Palms; and The Beach Co. recognizing that the proper restrictions, conditions and limitations on the size, use and occupancy of the lots and/or areas into which the Isle of Palms is subdivided materially protects the investment of The Beach Co. and the purchasers of property on the Isle of Palms, and that by proper restrictions, conditions and limitations the said lots and areas increase in value to the financial benefit of The Beach Co., its Successors and Assigns, and all future purchasers of the said lots and areas on said Isle of Palms:

NOW, LET IT BE KNOWN,

First: That The Beach Co. by an instrument in writing dated February 25, 1947, and which instrument in writing was duly recorded in the R.M.O. Office for Charleston County on March 3, 1947, in Book D-46 page 531, placed or imposed the conditions, restrictions and limitations set out in the said instrument in writing over certain lots owned by The Beach Co. on the Isle of Palms, Charleston, S.C., the said lots being described as follows:

All those certain lots of land situate on the Isle of Palms, Charleston County, S.C., numbering One (1) through Thirty-two (32) inclusive, comprising Blocks A, B, C and D as shown on a plat made for The Beach Co. designated as a "Plat of Section B-U-B-A, Isle of Palms, surveyed by S.V. Sottile, Registered Land Surveyor, December 20, 1946", which plat is duly recorded in the Register of Deeds Conveyance Office for Charleston County in Plat Book Q at page 13.

Second: That The Beach Co., believing that it is to its advantage, and that it will be to the advantage of the subsequent owners of the said lots above described, does hereby by this instrument in writing, as authorized and provided in the 18th paragraph of the said instrument in writing above referred to dated March 3, 1947, which instrument as stated is duly recorded in the R.M.C. Office for Charleston County in Book D-46 at page 531, modify, alter, change or add to the said restrictions, conditions and limitations set out in the said instrument in writing dated February 25, 1947, which instrument is recorded in the R.M.C. Office for Charleston County in Book D-46 page 531, by imposing the following additional restrictions, conditions and limitations on the use of the said lots described in the said instrument in writing recorded in the said R.M.C. Office for Charleston County in Book D-46 page 531, to-wit:

No part of any building, including porches but excluding steps, shall be erected on any lot or lots described in the said instrument in writing dated February 25, 1947, which is duly recorded in the R.M.C. Office for Charleston County in Book D-46, page 531, which shall exceed in length sixty (60%) per cent of the total length or depth of the said lot or lots; nor shall any building be erected on any of the said lot or lots including porches, but excluding steps, within fifteen (15) feet of the rear or back line of the said lot or lots, with the exception of outbuildings or garages which are erected on the rear one-fourth part of the said lot or lots, which garages or outbuildings, however, shall not be erected nearer than five (5) feet to any rear line of said lot or lots.

Third: The restriction, condition or limitation above set forth shall be considered as a covenant running with the land until January 1, 1977, and can only be modified, altered, changed or amended by the written consent of the following:

- (a) The Beach Co., its successors and assigns.
- (b) The owner or owners of said lot or lots, and the holder, if any, of any mortgage over the said lot or lots over which particular lot or lots it is desired to modify, alter, or change these conditions, restrictions and limitations.

5/22/47

-3-

We, The Beach Co., the sole owner of all of the lots described in that said instrument in writing dated February 25, 1947, which is duly recorded in the R.M.C. Office for Charleston County in Book D-46 page 531; and we, the Southeastern Fire Insurance Company, and The State Building and Loan Association of Charleston, South Carolina, being the sole owners of all mortgages existing over the said lots described in the above referred to instrument, do by the execution of this instrument in writing hereby agree to the alteration, modification, addition or changes in the restrictions, conditions and limitations over the said lots as is herein set out. We consider said change or addition to the restrictions, conditions and limitations over the said lots as is herein set out to be to our mutual advantages.

IN WITNESS WHEREOF we have caused this instrument to be executed in our respective names and as our official act and deed by the proper authorized officers of each company, this 27 day of March, 1947.

Signed, Sealed and Delivered }
in the Presence of:

William E. Carter

As to The Beach Co.

R. A. Norman

As to Southeastern Fire Insurance Company

William E. Carter

As to State Building and Loan Association of Charleston, A.C.

THE BEACH CO.

By *William E. Carter*
Secretary

SOUTHEASTERN FIRE INSURANCE COMPANY

By *William E. Carter*

THE STATE BUILDING AND LOAN ASSOCIATION OF CHARLESTON, SOUTH CAROLINA

By *William E. Carter*
Executive Vice-President

STATE OF SOUTH CAROLINA)
) **SECOND MODIFICATION**
) **OF RESTRICTIONS**
COUNTY OF CHARLESTON)

THIS SECOND MODIFICATION OF RESTRICTIONS is made by **THE BEACH**
COMPANY, A SOUTH CAROLINA CORPORATION this 17th day of May, 2004.

WITNESSETH:

WHEREAS, The Beach Company, a South Carolina corporation, did, by deed of conveyance dated October 21, 1961 and recorded in the RMC Office for Charleston County in Book S74 at Page 307 conveyed Block E, Section BC-2-A on the Isle of Palms, South Carolina, to Franklin R. Welch and Carol D. Shealy and contained in said Deed was the following restriction affecting said property:

“AND SUBJECT to the further restrictions that Block E and the other lands and marshlands hereby conveyed may be subdivided into not more than three lots, each of which shall be used for residential purposes only and no one of which shall ever be further subdivided.”

; and

WHEREAS, by Modification of Restrictions dated December 11, 1967 and recorded in the RMC Office for Charleston County in Book H89 at Page 45 The Beach Company amended said Restrictions to allow Block E to be subdivided into no more than four lots each of which shall be used for residential purposes only; and

WHEREAS, The Beach Company now desires to again modify the Restrictions by limiting the amount of lots which can be subdivided for Block E to no more than seven lots.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of Five (\$5.00) Dollars and other valuable consideration, The Beach Company does hereby amend the above referenced Restrictions by deleting on line 2 above the word “three” and inserting in lieu thereof the word “seven” and adding at the end thereof, the following:

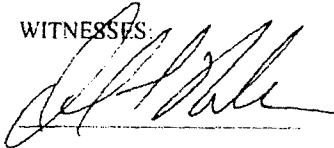
“Provided further, that Lots 2 and 3 be as shown on a plat by Sigma Engineers, Inc. recorded in Plat Book W at Page 166; provided further, that Lots 1A and 1B be as shown on a plat dated March 1, 1999 entitled “PLAT SHOWING A RESURVEY AND SUBDIVISION OF LOT 1, BLOCK “E”, SECTION BC-2-A, AND A QUITCLAIMED

PORTION OF TWENTY FOURTH AVENUE, INTO LOTS 1-A AND 1-B, IN THE CITY OF ISLE OF PALMS, CHARLESTON COUNTY, SOUTH CAROLINA. THIS PROPERTY IS PRESENTLY OWNED BY BEACH BOYS, LLC." recorded in the RMC Office for Charleston County in Plat Book ED at Page 117; provided further, that Lots 4A, 4B and 4C be as shown on a plat by Clarence S. Matthews, dated July 15, 1987 and recorded in the RMC Office in Plat Book BO at Page 166."

IN WITNESS WHEREOF, The Beach Company has set its Hand and Seal the date and

year first written above.

WITNESSES:

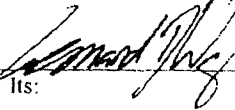


Virginia B. Martin

THE BEACH COMPANY, INC. A SOUTH CAROLINA CORPORATION

By:

Its:



STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 17th day of May, 2004, by Leonard D. Wray, the duly authorized officer of THE BEACH COMPANY, INC., a South Carolina corporation, on behalf of the corporation.

Virginia B. Martin

Notary Public for South Carolina

My Commission Expires: 2-17-2010

A 513-11

DODDS & HENNESSY, L.L.P.
ATTORNEYS AT LAW
973 HOUSTON NORTHCUTT BLVD.
MOUNT PLEASANT, SC 29464

W
a

BKA 501P6052

10.00
A

FILED

A501-50

2004 JUL -2 PM 3:05

CHARLIE L. BRAND
REGISTER
CHARLESTON COUNTY SC



BP0697608

PGS:

4

STATE OF SOUTH CAROLINA)	
)	REAFFIRMATION OF MODIFICATION OF
COUNTY OF CHARLESTON)	RESTRICTIONS REGARDING LOTS 1-A & 1-B,
		SECTION BC-2-A, ISLE OF PALMS

WHEREAS, The Beach Company,^{*} a South Carolina corporation, implemented the following restrictions on Block E, Section BC-2-A in that Deed to Franklin R. Welch and Caroll D. Shealy, recorded in Book S74 at page 307:

"And subject to the further restriction that Block E and the other lands and marshlands hereby conveyed may be subdivided into not more than three lots, each of which shall be used for residential purposes only and no one of which shall ever be further subdivided," and

WHEREAS, by Modification of Restrictions dated December 11, 1967, and recorded in the RMC Office for Charleston County in Book H89 at page 45, The Beach Company amended said Restrictions to allow Block E to be subdivided into no more than four lots of which shall be used for residential purposes only; and

WHEREAS, by Second Modification of Restrictions dated May 17, 2005, and recorded in Book A501 at page 050, The Beach Company further amended said Restrictions to allow for Block E to be subdivided into not more than seven (7) lots; said Modification recognizes that Lot 1 has been subdivided into Lots 1A and 1B as shown on that plat entitled " PLAT SHOWING A RESURVEY OF LOT 1, BLOCK E, SECTOIN BC-2-A, AND A QUITCLAIMED PORTION OF TWENTY FOURTH AVENUE INTO LOTS 1-A AND 1-B, IN THE CITY OF ISLE OF PALMS, CHARLESTON COUNTY, SOUTH CAROLINA, THIS PROPERTY PRESENTLY OWNED BY BEACH BOYS, LLC" recorded in the RMC Office in Plat Book ED at page 117; and

WHEREAS, subsequently Lots 1A and 1B were recombined into one lot as shown on that plat entitled "PROPERTY LINE ABANDONMENT @ LOTS 1-A & 1-B BLOCK E SECTION BC-2-A CITY OF ISLE OF PALMS, CHARLESTON COUNTY, SOUTH CAROLINA" recorded in Book S15 at page 0201; and

WHEREAS, the owner of Lot 1 is now desirous of dividing Lot 1 back into two lots as depicted on that above referenced plat recorded in Book ED at page 117, and as shown on that plat attached as Exhibit "A" and desires to reaffirm the modification of restrictions as described above.

NOW, THEREFORE, The Beach Company, a South Carolina Corporation, for an in consideration of Five Dollars and no/100 (\$5.00) being the true consideration, does hereby agree to reaffirm the Second Modification of Restrictions recorded in Book A501 at page 050, to allow for Block E to be subdivided into seven (7) lots, specifically that Lot 1 is divided into Lots 1-A and 1-B as shown on that plat recorded in Book ED at page 117 and as shown on that plat attached hereto as Exhibit "A" that will be recorded in the Charleston County RMC Office.

The undersigned agree that by the execution of this instrument they agree to the modification, alteration, and change in the restrictions, only as specified above, on the lots as herein set out, and no other change shall be made to said Restrictions.

IN WITNESS WHEREOF, we have caused this instrument to be executed in our respective names and as our official act and deed by the proper authorized officers, this 26 day of January, 2018.

Signed, Sealed and Delivered
In the Presence of:


WITNESS 1


WITNESS 2

THE BEACH COMPANY *

By: 
Its: Secretary

This instrument was acknowledged to before me by its Maker, The Beach Company*, by Leonard Way, its Secretary, on January 26, 2018.

 (SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA

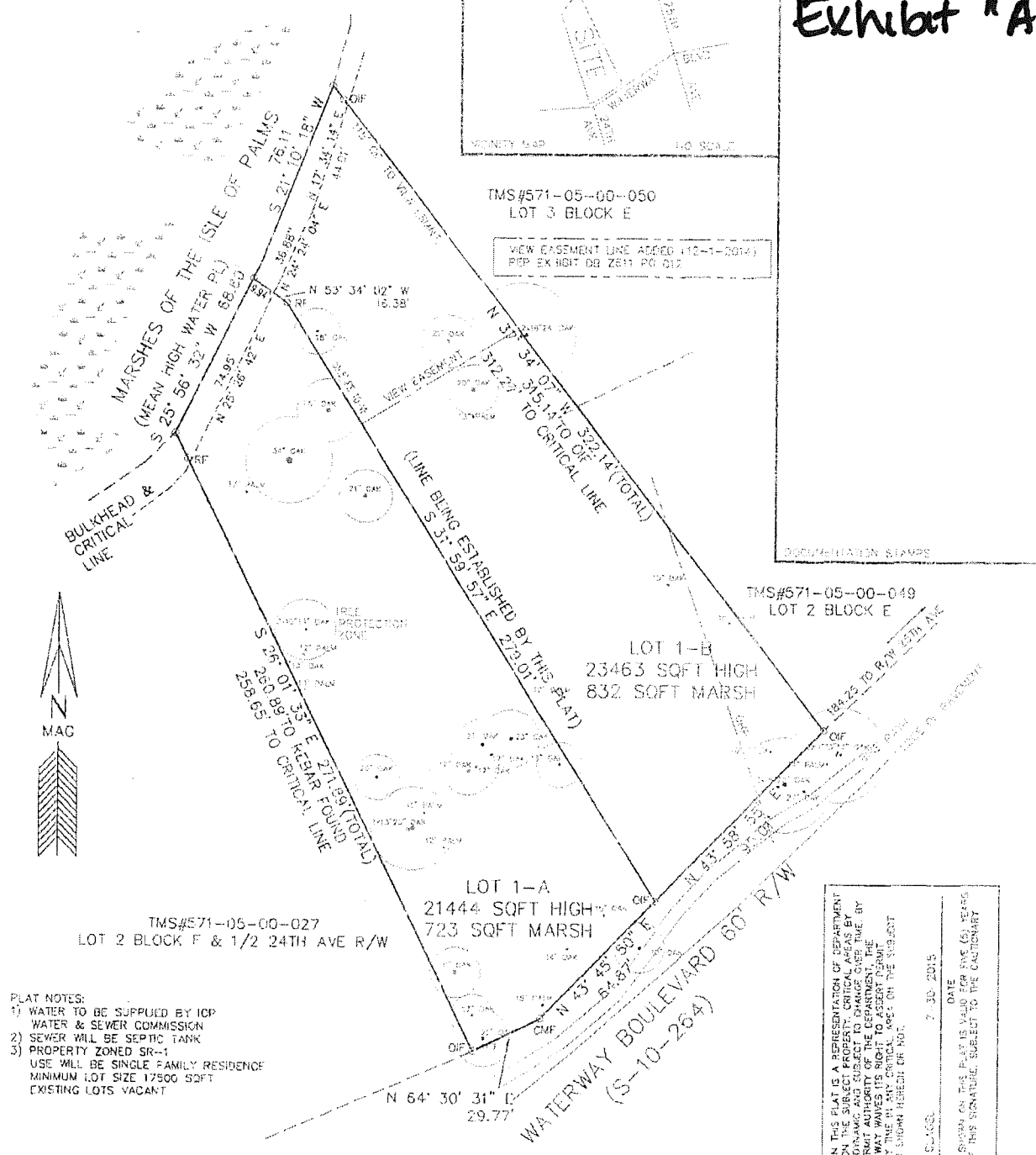
My Commission Expires: 11/16/2019

THIS SURVEY IS BASED ON THE REFERENCES SHOWN AND DOES NOT CONSTITUTE A TITLE SEARCH. THE BEARINGS SHOWN ARE MAGNETIC (UNLESS STATED OTHERWISE) AND ARE SUBJECT TO LOCAL ATTRACTION. ANYTHING SHOWN OUTSIDE THE PRESCRIBED BOUNDARIES IS FOR

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Exhibit "A"

REPTIVE PURPOSES ONLY



PLAT NOTES:
1) WATER TO BE SUPPLIED BY IOP
WATER & SEWER COMMISSION
2) SEWER WILL BE SEPTIC TANK
3) PROPERTY ZONED SR-1
USE WILL BE SINGLE FAMILY RESIDENCE
MINIMUM LOT SIZE 17500 SQFT
EXISTING LOTS VACANT

TMS#571-05-00-027
LOT 2 BLOCK F & 1/2 24TH AVE R/W

TMS#571-05-00-050
LOT 3 BLOCK E

VIEW EASEMENT LINE ADDED (12-1-2014)
PER EXHIBIT DB Z611 PG 012

TMS#571-05-00-049
LOT 2 BLOCK E

LOT 1-B
23463 SQFT HIGH
832 SQFT MARSH

LOT 1-A
21444 SQFT HIGH
723 SQFT MARSH

SUBDIVISION OF
@ LOTS 1-A & 1-B BLOCK E SECTION BC-2-A
CITY OF ISLE OF PALMS
CHARLESTON COUNTY, SOUTH CAROLINA

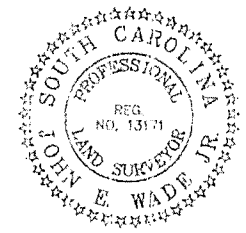
- NOTES
1) REFERENCE PLAT BOOK ED
PAGE 117,DF-117 & S15-0201
2) TMS # 571-05-00-048 & 215
3) SURVEY REQUESTED BY:
ROBERT. B. FERGUSON

DATE: SEPTEMBER 20, 2017
SCALE: 1" = 40'

- LEGEND
OIF 1" OPEN IRON FOUND
CIF 1" CRIMPED IRON FOUND
RF #5 REBAR FOUND
RS #5 REBAR SET
CMF CONCRETE MONUMENT FOUND

SUBJECT PROPERTY LOCATED IN
FLOOD ZONE AS ELEV 13
FIRM PANEL 43019C-0541-J
DATED NOV 17, 2004

JOHN E. WADE JR., RLS
POST OFFICE BOX 686
ISLE OF PALMS
SOUTH CAROLINA, 29451
(843) 886-6202
FILE #025-00A1



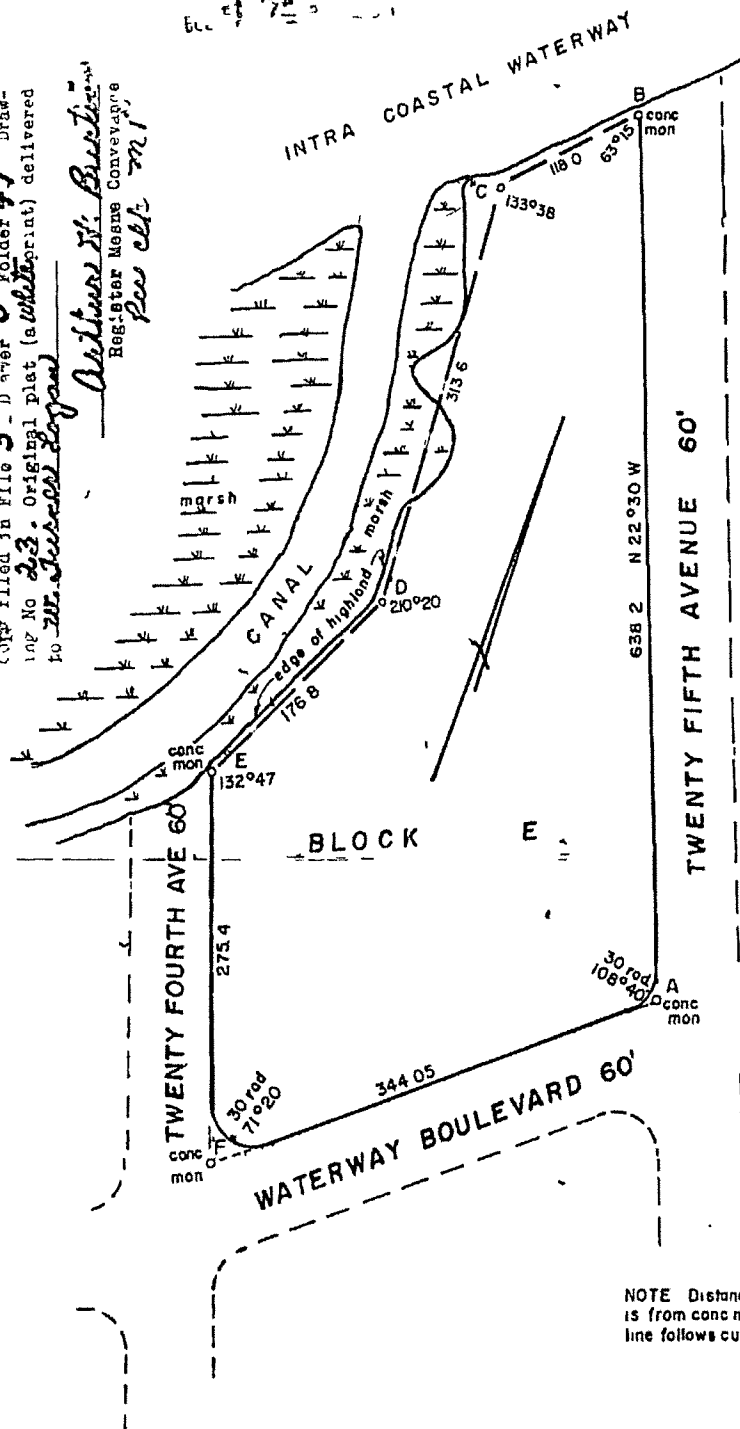
"I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."

JOHN E. WADE JR., RLS.
SOUTH CAROLINA REG. NO. 13171

Charleston South Carolina
Office of Registrar

Conveyance
Flat recorded the 2nd day of Oct 1961 at
3:50'clock in Book 0, page 40
copy filed in File 3-D over 3 Folder 47 Draw-
ing No 23. Original plat (a whiteprint) delivered
to Mr. J. J. Logan

Arthur H. Bunting
Registrar Means Conveyance
Per City



NOTE Distance shown on Waterway Blvd
is from conc mon to conc mon but the
line follows curve as formed by 30' rad

CITY OF ISLE OF PALMS, S C

BLOCK E

OWNED BY,

SCALE 1" = 100

SECTION BC-2-A

THE BEACH CO

AUGUST 1961

E M Seabrook Jr
E M SEABROOK, JR.

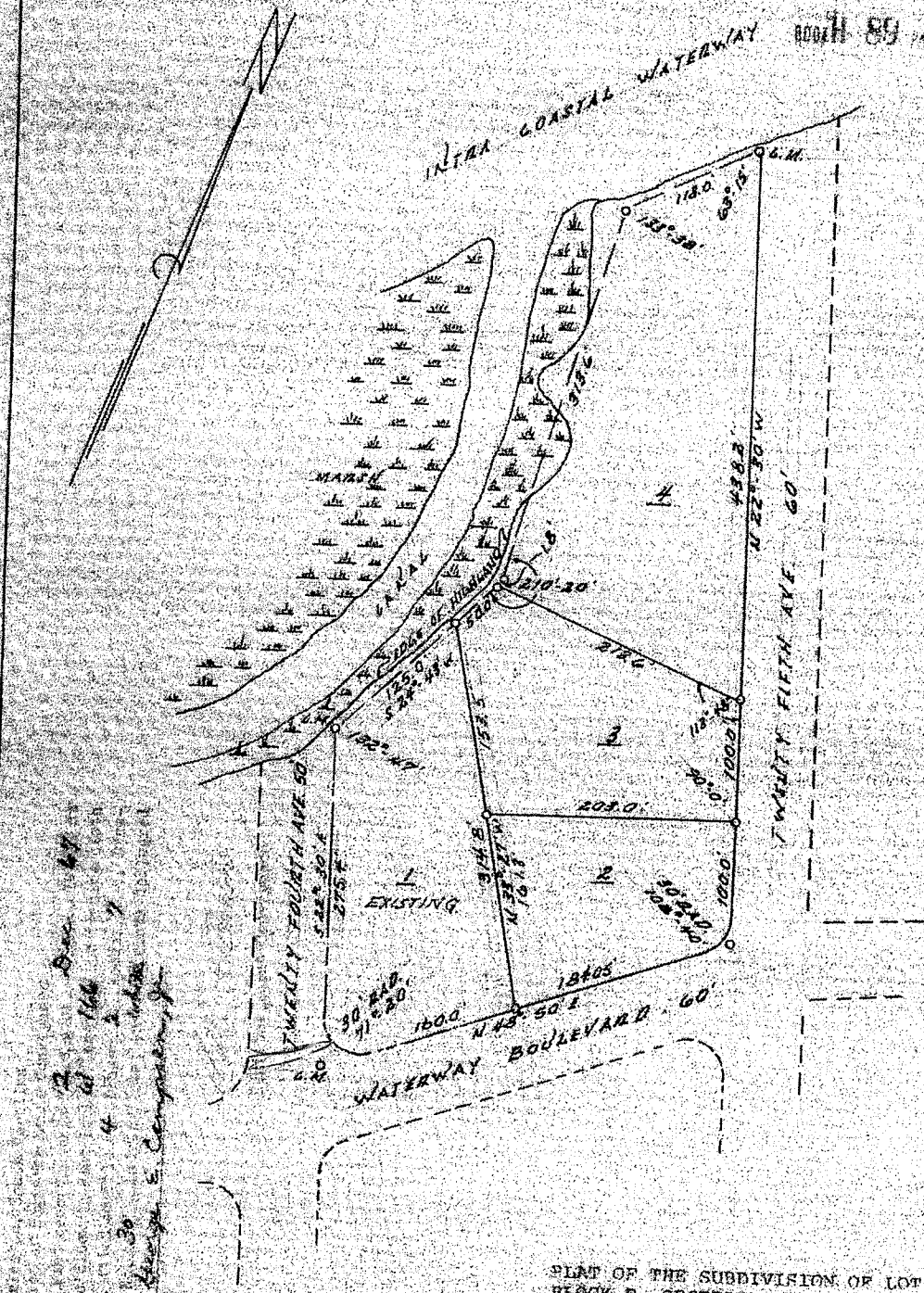
CIVIL ENGINEER AND LAND SURVEYOR

1375

W/160

INTRA COASTAL WATERWAY

BOOK 89 PAGE 65



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PLAT OF THE SUBDIVISION OF LOT 2,
BLOCK E, SECTION RC-2-A,
ISLE OF PALMS, CHARLESTON CO., S.C..

OWNED BY: MAX V. CAPPER.

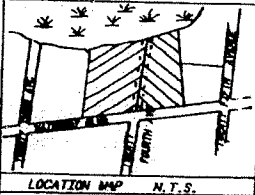
DATE: NOV. 24, 1967 SCALE: 1"=100'

REF: PLAT BY E.M. SEAROOK, JR.,
JULY 12, 1966.

SURVEYED BY Harold J. Leonard

HAROLD J. LEAMOND, P.E. & L.S.
S.C. REG. NO. 2507.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSISSIPPI STATUTES APPLICABLE FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS AN EXCESS OF THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

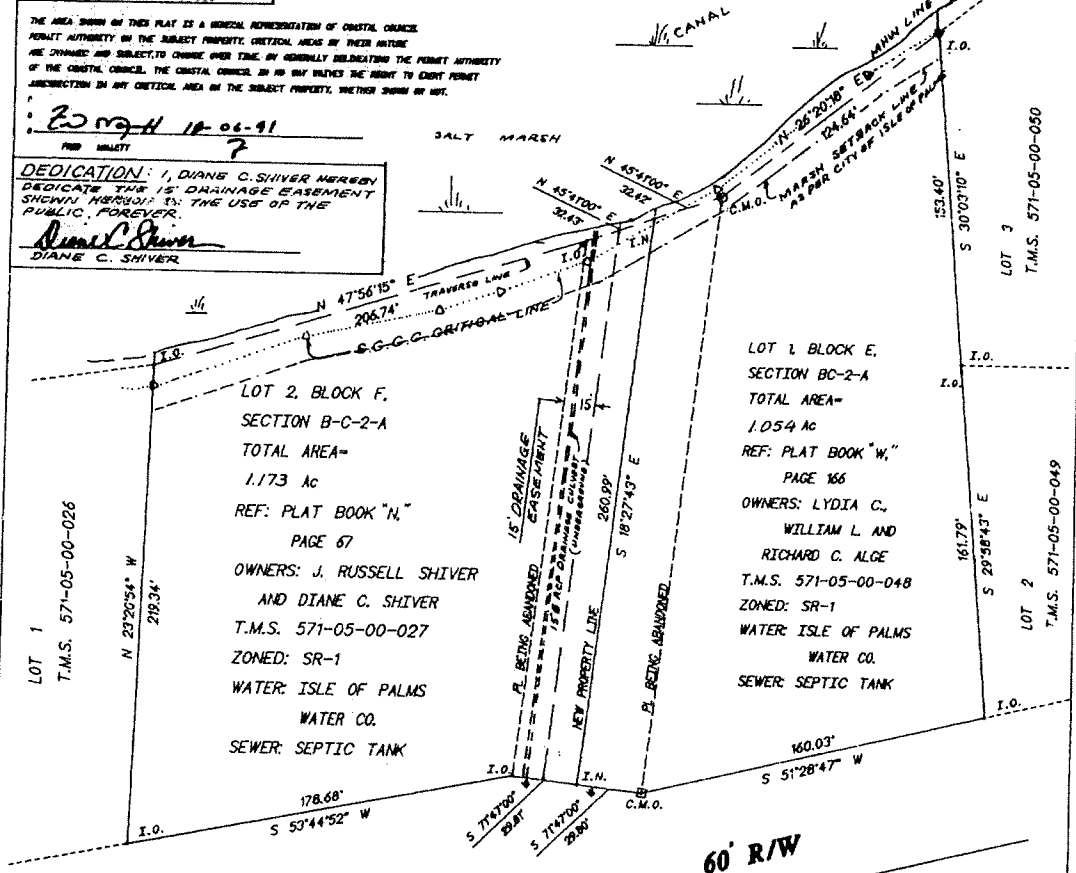


THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF COASTAL COUNCIL PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS BY THEIR NATURE ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY HEREBY DEDICATING THE PERMIT AUTHORITY OF THE COASTAL COUNCIL, THE COASTAL COUNCIL IN NO WAY WAIVES THE RIGHT TO EXERCISE JURISDICTION IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN OR NOT.

20 MAY 18-06-91
FOR HASTY ?

DEDICATION: I, DIANE C. SHIVER HEREBY DEDICATE THIS 15' DRAINAGE EASEMENT SHOWN HEREON TO THE USE OF THE PUBLIC, FOREVER.
Diane C. Shiver
DIANE C. SHIVER

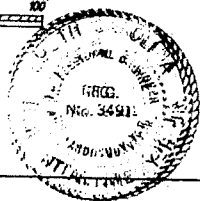
APPROVED BY CITY OF ISLE OF PALMS
ON THIS 23rd DAY OF FEB., 1999
BY: *DOUGLAS KERR*
TITLE: ZONING ADMINISTRATOR



PLAT

OF A SUBDIVISION OF THE UNOPENED PORTION OF
TWENTY FOURTH AVENUE, BEING ADDED TO THE ADJACENT
LOTS AS SHOWN.

0 25 50 100
SCALE: 1" = 50'
DATE: 23 OCT., 1991



Herbert A. Niemeyer, Jr.
HERBERT A. NIEMEYER, JR.
CIVIL ENGINEER AND LAND SURVEYOR NO. 3491
1436 NORTH POINT LN. MT. PLEASANT, S.C. 29464

LEGEND:
I.O. INDICATES IRON OLD
I.N. INDICATES IRON NEW
C.M.O. INDICATES CONCRETE MONUMENT OLD
--- INDICATES MARSH SETBACK LINE (10' INLAND FROM SCCC.C.L.)
NOTE: THIS PROPERTY APPEARS IN FLOOD ZONE AE (EL. 13) ON FIRM COMMUNITY-PANEL NUMBER 455416 0002E, DATED MARCH 18, 1991.

Charleston, South Carolina
Office of Register Meane Conveyance
Plat recorded this 24 day of Feb 1999 at 4:07 o'clock in Plat Book 26 page 800, and tracing cloth copy filed in File 6 Drawer Folder 13, Drawing No. 36. Original plat (a.k.a. print) delivered to J. Lynn McCarroll.

Chas. C. Leland
Register Meane Conveyance



M.E. 3256160

ED/117

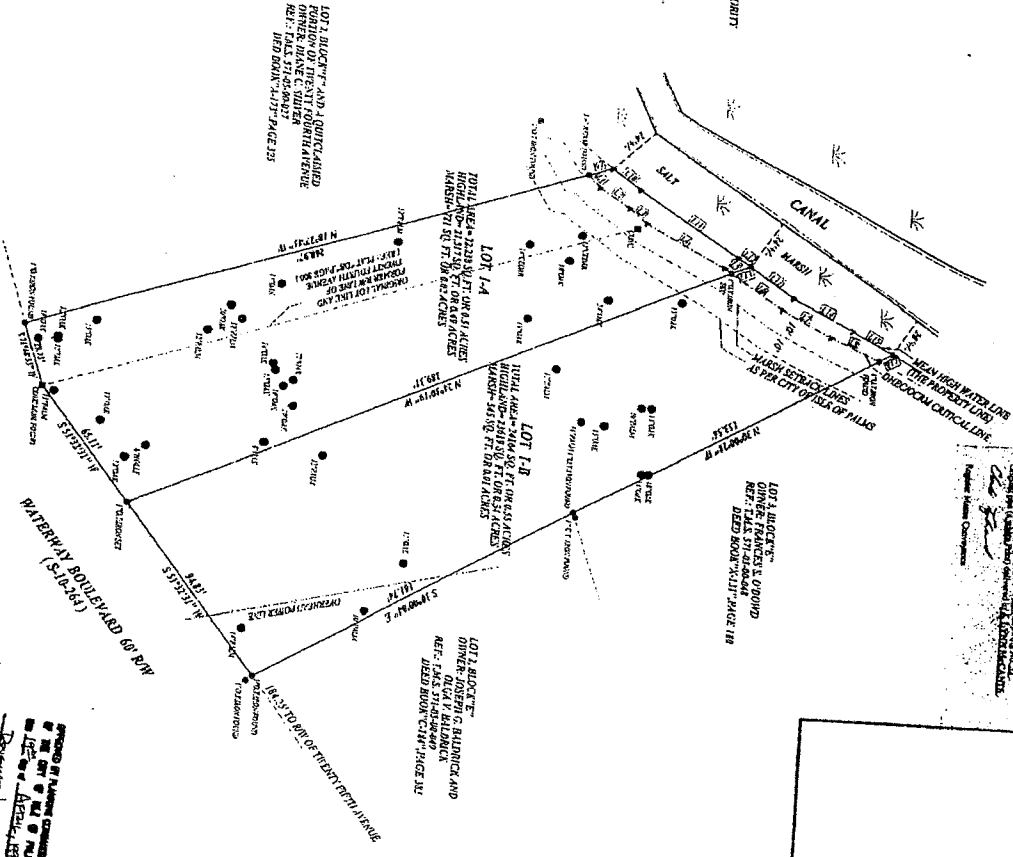
OFFICE 99

THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF A HEC-CO-E.R.L. PLAT FOR THE SUBJECT PROPERTY. CRITICAL AREAS ARE NOT SHOWN ON THIS PLAT. THE SUBJECT TO THE BEST OF THE SURVEYOR'S KNOWLEDGE, BELIEF AND OPINION, IS NOT A CRITICAL AREA. THE SURVEYOR HAS NO KNOWLEDGE, BELIEF OR OPINION AS TO THE EXISTENCE OF ANY CRITICAL AREAS. THE SURVEYOR HAS NO KNOWLEDGE, BELIEF OR OPINION AS TO THE EXISTENCE OF ANY CRITICAL AREAS. THE SURVEYOR HAS NO KNOWLEDGE, BELIEF OR OPINION AS TO THE EXISTENCE OF ANY CRITICAL AREAS.

DATE 4-6-99
SIGNATURE [Signature]

THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR THREE YEARS FROM THE DATE OF THIS INSTRUMENT, SUBJECT TO THE CATIONMENT LAUNCHED ABOVE.

CRITICAL LINE DATA	
1. 10.00' 0.00'	10.00' 0.00'
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100. 10.00' 0.00'	10.00' 0.00'



PLAT

SHOWING A RESERVE AND SUBDIVISION OF LOT 1, BLOCK "E", SECTION BC-2-4, AND A QUOTED PORTION OF TWENTY FOURTH AVENUE, INTO LOTS 1-A AND 1-B, IN THE CITY OF PALM BEACH, PALM BEACH COUNTY, SOUTH CAROLINA. THIS PROPERTY IS PRESENTLY OWNED BY BEACH BOULEVARD, LLC.



DATE: MARCH 1, 1999
SCALE: 1"=30'

[illegible]

Exhibit "A"



The State of South Carolina,

WHEREAS, by resolution of the Board of Directors of The Beach Co. dated September 8, 1958, it was resolved as follows:

BE IT RESOLVED by The Beach Co. that J. C. Long, as President, Eunice S. Kearney, as Vice-President, and Frank J. Sottile, as Secretary, be and they are hereby authorized and empowered for and on behalf of The Beach Co. and in its name and as its official act and deed to execute deeds of conveyance of real property, bills of sale of personal property, and to sign contracts in the name of the company, regardless of the location of the real or personal property or the nature of the contract. A conveyance, bill of sale or other contract executed in the company's name by any one of the said officers being sufficient.

KNOW ALL MEN BY THESE PRESENTS, That

The Beach Co., a South Carolina Corporation,

in the State aforesaid, for and in consideration of the sum of
-----Fifteen Thousand and No/100ths (\$15,000.00)----- Dollars
to it in hand paid at and before the sealing of these presents, by Franklin R. Welch and
Carroll D. Shealy
in the State aforesaid, (the receipt whereof is hereby acknowledged)
have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said Franklin R. Welch and Carroll D. Shealy, their heirs and assigns forever:

ALL that lot, piece or parcel of land, situate, lying and being in Section BC-2-A, City of Isle of Palms, Charleston County, South Carolina, and known and designated as Block D, Section BC-2-A, City of Isle of Palms, S. C. on a plat thereof by E. M. Seabrook, Jr., Civil Engineer and Land Surveyor, dated August 1961 and recorded in the R. M. C. Office for Charleston County on October 2, 1961 in Plat Book O, page 40, and shown on said plat within the lines A-B, B-C, C-D, D-E, E-F, and F-G, except that at the corners marked A and F, the property line of said block goes around a curve of thirty-foot radius as shown on said plat and does not extend to the concrete monuments which are marked respectively A and F; and the said lot having in general such shape, size, location, buttings and boundings and such dimensions, more or less, as are shown on said plat above mentioned.

-ALSO-

ALL the grantor's right, title and interest of, in and to all the lands and marshlands between the Intracoastal Waterway and the line B-C on the said plat by E. M. Seabrook, Jr. dated August 1961 and recorded in the R. M. C. Office for Charleston County on October 2, 1961 in Plat Book O, page 40; and all the grantor's right, title and interest of, in and to all the lands and marshlands between low-water mark in the canal shown on the said plat and the lines C-D and D-E on the said plat.

SUBJECT, NEVERTHELESS, to the restrictions set forth in a certain instrument in writing dated February 25, 1947 and recorded in the R. M. C. Office aforesaid on March 3, 1947 in Book D-46, page 531, as amended by a certain instrument in writing dated March 31, 1947 and recorded in the R. M. C. Office aforesaid on April 10, 1947 in Book Q-47, page 157, and subject also to the restrictions and other provisions set forth in paragraphs numbered 1 through and including 9 in a certain conveyance from

Get
all
the
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The Beach Co. to Minnie B. Engelberg dated August 21, 1956 and recorded in the R. M. C. Office aforesaid on August 23, 1956 in Book N-62, page 540, which said conveyance is of Lot 1, Block F, Section BC-2-A, in the City of Isle of Palms aforesaid; except that the words "northern boundary" in paragraph 1 of said deed and the word is "northern end" in paragraph 2 thereof, insofar as the same apply to the lands herein conveyed, are amended to read "northwestern boundary."

AND SUBJECT to the further restrictions that Block E and the other lands and marshlands hereby conveyed may be subdivided into not more than three lots, each of which shall be used for residential purposes only and no one of which shall ever be further subdivided.

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

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Franklin R. Welch and Carroll D. Shealy, their Heirs and Assigns forever,



And the said The Beach Co. does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said Franklin R. Welch and Carroll D. Shealy, their Heirs and Assigns, against itself and its successors and any other persons whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF The Beach Co. has caused these presents to be executed in its name by J. C. Long its President making (Name of President or Vice-President) and its corporate seal to be hereto affixed this 21st day of October in the year of our Lord one thousand nine hundred and sixty-one, and in the one hundred and eighty-sixth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered }
in Presence of }
[Signature] Witness
[Signature] Witness

THE BEACH CO. [Seal]
By [Signature]
Sec. or Treas.

The State of South Carolina,
COUNTY OF CHARLESTON

PERSONALLY appeared before me

W. Turner Logan

(Name of Notary)

who, on oath, says that he saw the within named

The Beach Co.

(Name of Corporation)

by

J. G. Long

its

(Name of President or Vice-President)

President sign the within Deed, and

(Name Sec. or Treas.)

attest the same, and the said Corporation, by said officers, seal

said Deed, and, as its act and deed, deliver the same, and that he with

Charles W. Mixzell

(Name of other Witness)

witnessed the execution thereof.

W. Turner Logan

(Witness)

SWORN to before me, this

21st

day of

October

A. D. 19 61

W. Turner Logan (Seal)
Notary Public, S. C.



W. Turner Logan

BOOKS 74 PAGE 307

1.50
30.00
16.50
48.25

Filed, Indexed and Recorded
Dec 31 1961 3:25
Book 74 Page 307
Register of Deeds
Register of Deeds
Charleston County, S. C.

The State of South Carolina,
The Beach Co.
TO
Franklin R. Welch and
Carroll D. Shady
TITLE TO REAL ESTATE
Filed this day of
at A. D. 19
and recorded Vol. of Book, M.
Page
P. 20, 8
Register of Deeds
Charleston County, S. C.
Recorded this 31st day of
October 1961
in #19 Page 781.
For \$ 25.00
Henry C. Williams, Jr.
Auditor Charleston County.

2

KNOW ALL MEN BY THESE PRESENTS, THAT

I, MAX V. CAPPER

in and to the aforesaid _____ and _____ in consideration of the sum of
eighty-five hundred (\$8500.00)
~~nine thousand and no/100 (\$9,000.00)~~ DOLLARS,

to me in hand paid at and before the sealing of these presents by R. C. Stanford, Sr.

in the State aforesaid _____ the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release
unto the said R. C. Stanford, Sr., his heirs and assigns forever:

ALL that lot, piece and parcel of land, situate, lying and being in
the city of Isle of Palms, Charleston County, S. C., being the south-
western-most part of Block E, Section 8C-2-A. The said lot measuring
and containing and butting and bounding to the southeast on Waterway
Blvd. 160 ft., to the west on Twenty-fourth Ave. 275.4 ft., to the
northwest on a canal 125 ft. and to the east on the remaining portion
of Block E, all as shown on a plat made by E. M. Seabrook, Jr., Civil
Engineer and Land Surveyor, dated August, 1961 and recorded in the
R. M. C. Office for Charleston County on Oct. 2, 1961 in Plat Book O,
page 40, except that at the corner of Twenty-fourth Ave. and Water-
way Blvd. the property line of said lot goes around a curve of 30 ft.
radius as shown on said plat and does not extend to the concrete
monument as shown on said plat; the said lot having in general such
size, shape, location, buttings and boundings, and such dimensions,
more or less, as will be shown by an actual survey of said lot.

ALSO

All of the grantor's right, title, and interest in and to the lands
and marshlands between low-water mark in the canal shown on said plat
and the northwest boundary of the lot herein conveyed.

SUBJECT, NEVERTHELESS, to the restrictions set forth in a certain
instrument in writing dated February 25, 1947 and recorded in the
R.M.C. Office aforesaid on March 3, 1947 in Book D-46, page 531, as

except that the words "northern boundary" in paragraph 1 thereof and the words "northern end" in paragraph 2 thereof, insofar as the same apply to the lands herein conveyed, are amended to read "north-western boundary".

AND SUBJECT to the further restrictions that Block F and the other lands and marshlands hereby conveyed may be subdivided into not more than three lots, each of which shall be used for residential purposes only and no one of which shall ever be further subdivided.

The property herein conveyed being shown on a plat of Block E, Section BC-2-A, City of Isle of Palms, S. C., made by E. M. Seabrook, Jr., Civil Engineer and Land Surveyor, dated July 12, 1966 and recorded in the R.M.C. Office for Charleston County in Book V at page 5.

Being a portion of the property conveyed to the grantor herein by deed from Franklin R. Welch and Carroll D. Shealy dated the 17th day of July 1966.

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

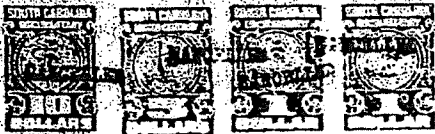
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

R. C. Stanford, Sr., his Heirs and Assigns forever.

is the year of our Lord one thousand nine hundred and SIXTY-SIX and in the one hundred and NINETY-FIRST year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

George E. Campsen, Jr. (L. S.)
Annabelle Meacham (L. S.)



THE STATE OF SOUTH CAROLINA,

Charleston County.

PERSONALLY appeared before me Annabelle Meacham
and made oath that she saw the within named Max V. Capper
sign, seal, and as his act and deed, deliver the within written Deed,
and that she with George E. Campsen, Jr.
witnessed the execution thereof.

SWORN to before me, this 25th
day of July A. D. 1966
George E. Campsen, Jr. (SEAL)
Notary Public of South Carolina

Annabelle Meacham

THE STATE OF SOUTH CAROLINA,

Charleston County.

RENUNCIATION OF DOWER

I, James H. Bremer, a Notary Public for South Carolina
do hereby certify unto all whom it may concern, that Mrs. Virginia M. Capper
the wife of the within named Max V. Capper
did this day appear before me, and upon being privately and separately examined by me, did declare that she does
freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, re-
lease and forever relinquish unto the within named R. C. Stanford, Sr., his

Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular
the premises within mentioned and released.

Given under my Hand and Seal, this 25th day of July, Anno Domini 1966
James H. Bremer (SEAL) Virginia M. Capper
Notary Public of South Carolina

State of South Carolina,

MAX V. CAPPER

TO

R. C. STANFORD, SR.

TITLE TO REAL ESTATE

Filed _____ day

of _____ A. D. 19____

at _____ o'clock _____ M.

and recorded in Book _____

Page _____ Fee, \$ _____

R. M. C. or Clerk Court C. P. & G. S.

County, S. C.

Recorded this _____ day

of _____, 19____

in Book _____ Page _____

Fee, \$ _____

Auditor _____ County, S. C.

OFFICE STATE CLERK, IS - (RECEIVED) - S. C.

FILED IN THE CLERK'S OFFICE
DATE 1968 12 11
Book 1386 Page 211
R. M. C. or Clerk Court C. P. & G. S.
Charleston County, S. C.

W. Turner Logan

BOOKS 74 PAGE 307

1.50
30.00
16.50
48.25

Filed, Indexed and Recorded
P OCT 31 1961 3:25
DATE TIME
Book 74 Page 307
W. H. P. Rector
Register Meuse Conveyance
Charleston County, S. C.

The State of South Carolina,

The Beach Co.

TO

Franklin R. Welch and

Carroll D. Sherry

TITLE TO REAL ESTATE

Filed this

day of

A. D. 19

o'clock, M.

and recorded Vol.

Page

Fee, \$

Register Meuse Conveyance,
County, S. C.

Recorded this

31st day of

October 1961

in 419 page 781.

Fee, \$ 25.00

W. H. P. Rector

Auditor Charleston County.

STATE OF SOUTH CAROLINA,

(3)

KNOW ALL MEN BY THESE PRESENTS, THAT

I, ROBERT C. STANFORD,

in the State aforesaid _____ for and _____ in consideration of the sum of
TEN THOUSAND AND NO/100----- (\$10,000.00)----- DOLLARS,
 to me in hand paid at and before the sealing of these presents by HOWARD R. ALGE,

in the State aforesaid _____ the receipt whereof is hereby
 acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release
 unto the said HOWARD R. ALGE, his heirs and assigns forever, the following
described real property:

ALL that lot, piece and parcel of land, situate, lying and being in the city of Isle of Palms, Charleston County, S. C., being the south western-most part of Block E, Section EC-2-A. The said lot measuring and containing and butting and bounding to the southeast on Waterway Blvd. 160 feet., to the west on Twenty-fourth Aven. 275.4 feet, to the northwest on a canal 125 feet and to the east on the remaining portion of Block E, all as shown on a plat made by E. M. Seabrook, Jr., Civil Engineer and Land Surveyor, dated August, 1961 and recorded in the R. M. C. Office for Charleston County on Oct. 2, 1961, in Plat Book O. page 40, except that at the corner of Twenty-fourth Ave. and Waterway Blvd. the property line of said lot goes around a curve of 30 feet radius as shown on said plat and does not extend to the concrete monument as shown on said plat; the said lot having in general such size, shape, location, buttings and boundings, and such dimensions, more or less, as will be shown by an actual survey of said lot.

ALSO

ALL of the grantor's right, title, and interest in and to the lands and marshlands between low-water mark in the canal shown on said plat and the northwest boundary of the lot herein conveyed.

SUBJECT, NEVERTHELESS, to the restrictions set forth in a certain instrument in writing dated February 25, 1947, and recorded in the R. M. C. Office aforesaid on March 3, 1947; in Book D-46, page 531, as amended

by a certain instrument in writing dated March 22, 1947, and recorded in the E. M. C. Office aforesaid on April 10, 1947, in Book 4-47, pg. 187, and subject also to the restrictions and other provisions set forth in paragraphs numbered 1 through and including 9 in a certain conveyance from the Beach Co. to Winnie S. Engelhard dated August 21, 1936, and recorded in the E. M. C. Office aforesaid on August 23, 1936, in Book W-62, page 340, which said conveyance is of lot 1, Block F, Section 30-2-1, in the City of Palm Beach aforesaid, except that the words "northern boundary" in paragraph 1 of said deed and the words "northern and" in paragraph 2 thereof, insofar as the same apply to the lands herein conveyed, are amended to read "northwestern boundary".

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

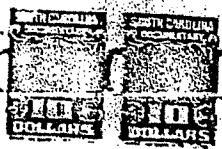
Howard P. Alge, his Heirs and Assigns forever.

I, _____ do hereby bind _____
Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said
Howard R. Alge, his

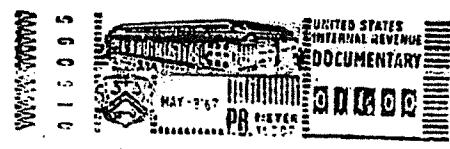
Heirs and Assigns, against _____ and _____
lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 5th day of May
in the year of our Lord one thousand nine hundred and sixty-seven and in the one hundred and
minety-first year of the Sovereignty and Independence of the United States of America.

SHOWN, SEALED AND DELIVERED }
IN THE PRESENCE OF }
George E. Campsen, Jr. x Robert C. Stanford (L.S.)
McNell Robinson (L.S.)



FD



THE STATE OF SOUTH CAROLINA,
Charleston County.

PERSONALLY appeared before me, Norvelle Robinson
and made oath that she saw the within named Robert C. Stanford
sign, seal, and so his act and deed, deliver the within written Deed,
and that she with George E. Campsen, Jr.
witnessed the execution thereof.

SWORN to before me, this 5th
day of May A.D. 1967
George E. Campsen, Jr. (SEAL)
Notary Public of South Carolina

Norvelle Robinson
Norvelle Robinson

THE STATE OF SOUTH CAROLINA,
Charleston County.

RENUNCIATION OF DOWER

I, George E. Campsen, Jr., a Notary Public for South Carolina
do hereby certify unto all whom it may concern, that Mrs. Grace C. Stanford
the wife of the within named Robert C. Stanford
on this day appear before me, and upon being privately and separately examined by me, did declare that she does
freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, re-
lease and forever relinquish unto the within named Howard R. Alge, his heirs
Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular
the premises within mentioned and released.

Given under my Hand and Seal, this 5th day of May Anno Domini 1967.
George E. Campsen, Jr. (SEAL) x Grace C. Stanford
Notary Public of South Carolina Grace C. Stanford

WIT 87 411

1.25
20.00
11.00
32.75

✓

Filed, Indexed and Recorded
May 3 1867 4110
Book 137 Page 411
John H. Rountree
Register, Master Conveyances
Charleston County, S. C.

State of South Carolina,

Robert C. Stanford

TO

HOWARD R. ALGE

TITLE TO REAL ESTATE

Filed _____ day _____

at _____ A. M. 10 _____

of _____ o'clock _____ M.

and recorded in Book _____

Page _____, Fee, \$ _____

R. M. C. or Clerk Court C. P. & G. S.

County, S. C.

Recorded this _____ day _____

of _____ day _____

in Book _____ Page _____

Fee, \$ _____

Attest _____ County, S. C.

WITNESSES: _____

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHARLESTON

IN THE MATTER OF ESTATE OF LYDIA C. ALGE

CASE NUMBER 93ES10-00087

④

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 3rd day of January, 1993; and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for Charleston County, South Carolina in File # 93ES10-00087; and,

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and,

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and,

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name:	William L. Alge	(An Undivided
Address:	411 Owen Street	1/2 Interest)
	Charleston, SC 29414	

Name:	Richard C. Alge	(An Undivided
Address:	110 Wallace Rd.	1/2 Interest)
	Goose Creek, SC 29445	

TMS# 571-05-00-048
the following described property: ALL of the decedent's interest in and to that lot, piece or parcel of land, together with the buildings and improvements thereon, situate, lying and being in the City of Isle of Palms, Charleston County, State of South Carolina, being the south westernmost part of Block E, Section BC-2-A. The said lot measuring and containing and butting and bounding to the south east on Waterway Boulevard 160 feet, to the west on Twenty-fourth Avenue, 275.4 feet, to the northwest on a canal 125 feet and to the east on the remaining portion of Block E, all as shown on a plat made by E. M. Seabrook, Jr., Civil Engineer and Land Surveyor, dated August, 1961 and recorded in the RMC Office for Charleston County on October 2, 1961, in Plat Book O, Page 40, except that at the corner of Twenty-fourth Avenue and Waterway Boulevard the property line of said lot goes around a curve of 30 feet radius as shown on said plat and does not extend to the concrete monument as shown on said plat; the said lot having in general such size, shape, location, buttings and boundings, and such dimensions, more or less, as will be shown by an actual survey of said lot.

ALSO

ALL of the grantor's right, title, and interest in and to the lands and marshlands between low-water mark in the canal shown on said plat and the northwest boundary of the lot herein conveyed.

SUBJECT, NEVERTHELESS, to the restrictions set forth in a certain instrument in writing dated February 25, 1947, and recorded in the RMC Office aforesaid on March 3, 1947, in Book D-46, page 531, as amended by a certain instrument in writing dated March 31, 1947, and recorded in the RMC Office aforesaid on April 10, 1947, in Book Q-47, page 157, and subject also to the restrictions and other provisions set forth in paragraphs numbered 1 through and including 9 in a certain conveyance from The Beach Co. to Minnie B. Engelberg dated August 21, 1956, and recorded in the RMC Office aforesaid on August 23, 1956, in Book M-62, page 540, which said conveyance is of Lot 1, Block F, Section BC-2-A, in the City of Isle of Palms aforesaid; except that the words "northern boundary" in paragraph 1 of said deed and the words "northern end" in paragraph 2 thereof, insofar as the same apply to the lands herein conveyed are amended to read "northwestern boundary."

BEING all of that same property conveyed to Lydia C. Alge, William L. Alge and Richard C. Alge from the estate of Howard R. Alge, who died intestate in Charleston County, South Carolina on November 27, 1968.

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

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said William L. Alge and Richard C. Alge, their heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed, this 9th day of March, 1994.

SIGNED, SEALED AND DELIVERED Estate of: Lydia C. Alge
IN THE PRESENCE OF by Signature: William L. Alge

William L. Alge
Personal Representative

Witness: Donna B. Fartin

Witness: [Signature]

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

)
)
)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with the other witness witnessed the execution thereof.

SWORN to before me this 9th
day of March, 1999.

Witness Signature:

Dorcas B. Hartin

Notary Public for South Carolina
My Commission Expires: 10-18-98

SEND TAX BILL TO:

NAME: William L. Alge
ADDRESS: 411 Owen Street
CITY: Charleston
STATE: South Carolina
ZIP CODE: 29414

William L. Alge
411 Owen St.
Char. SC 29414

BKE 240PG279

Deed/deed

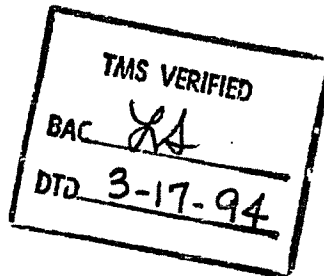
10.00
.30
10.30
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VBC
80

FILED

E240-276
94 MAR 14 PM 4:35

ROBERT H. KING
REGISTER
CHARLESTON COUNTY SC



Recorded this 14 day of March 1994
On Property amount of \$

Ray A. Mosley
Auditor Charleston County

LAST WILL AND TESTAMENT

I, Lydia C. Alge, of Charleston County, South Carolina, being of sound and disposing mind and memory and desiring to make such disposition of my worldly estate as I deem best, DO HEREBY MAKE, PUBLISH AND DECLARE THIS TO BE MY LAST WILL AND TESTAMENT, hereby revoking any and all former wills and codicils whatsoever by me made.

FIRST: I direct that all my just debts and funeral expenses be paid out of my estate as soon after my decease as conveniently may be and to that end charge my whole estate, real and personal, with the same.

SECOND: I give, devise and bequeath unto my sons, William L. Alge and Richard C. Alge, in equal shares, share and share alike, all of my property, real, personal and mixed, of whatsoever it may consist and wheresoever situate, to my two sons in equal shares, absolutely and forever, provided however, that should either one of my sons predecease me and leave children surviving him, such children shall take such deceased son's share per stirpes, and provided further that should either of my sons predecease me and leave no children him surviving his share shall go to my surviving son.

THIRD: I hereby nominate, constitute and appoint my son, William L. Alge as the Executor of this my Last Will and Testament, and should he predecease me or die sumultaneously with me, then in that event, I appoint my son, Richard C. Alge, as the Executor of this my Last Will and Testament.

IN WITNESS WHEREOF I have hereunto set my hand and seal to this my Last Will and Testament at Charleston, South Carolina, this 17th day of March in the year of our Lord, One Thousand Nine Hundred and Sixty-nine.

Lydia C. Alge (SEAL)

The foregoing instrument was subscribed, published and declared by the above named Testatrix, Lydia C. Alge, to be her Last Will and Testament in the presence of us, who, in her presence and at her request and in the presence of each other, all present together, have hereunto subscribed our names as witnesses; and we declare that at the time of the execution of this instrument the said Testatrix, according to our best knowledge and belief, was of sound mind and disposing memory and under no constraint.

WITNESS

ADDRESS

Howard R. Chapman

Charleston, S.C.

Linda M. Shus

Charleston, S.C.

Eula Codrington

Charleston, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

LAST WILL AND TESTAMENT

LYDIA C. ALGE

DATED: *March 17*, 1969

CLYDE H. TURNER
ATTORNEY AT LAW
129 MEETING STREET
CHARLESTON, S. C.

EX R 324PG747
Re Recorded

EX N 314PG082

⑤

The State of South Carolina)
)
County of Charleston)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That **RICHARD C. ALGE AND WILLIAM L. ALGE**, in the State aforesaid for and in consideration of the sum of **FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00)** to THEM in hand paid at and before the sealing of these presents by **BEACH BOYS, LLC** in the State aforesaid for which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said **BEACH BOYS, LLC**, its successors and assigns forever, the following property, to wit:

ALL that certain lot, piece or parcel of land, together with the buildings and improvements thereon, situate, lying and being in the City of Isle of Palms, Charleston County, State of South Carolina, being the south westernmost part of Block E, Section BC-2-A. The said lot measuring and containing and butting and bounding to the southeast on Waterway Boulevard 160 feet, to the west on Twenty-fourth Avenue, 275.4 feet, to the northwest on a canal 125 feet and to the east on the remaining portion of Block E, all as shown on a plat made by E.M. Seabrook, Jr., Civil Engineer and Land Surveyor, dated August, 1961 and recorded in the RMC Office for Charleston County on October 2, 1961, in Plat Book O, Page 40, except that at the corner of Twenty-fourth Avenue and Waterway Boulevard the property line of said lot goes around a curve of 30 feet radius as shown on said plat and does not extend to the concrete monument as shown on said plat; the said lot having in general such size, shape, location, buttings and boundings, and such dimensions, more or less, as will be shown by an actual survey of said lot.

**

ALSO

* LT 1

ALL of the grantor's right, title and interest in and to the lands and marshlands between low-water mark in the canal shown on said plat and the northwest boundary of the lot herein conveyed.

SUBJECT, NEVERTHELESS, to the restrictions and other provisions set forth in paragraphs numbered 1 through and including 9 in a certain conveyance from The Beach Co. to Minnie B. Engleberg dated August 21, 1956, and recorded in the RMC Office aforesaid on August 23, 1956, in Book N-62, page 540, which said conveyance is of Lot 1, Block F, Section BC-2-A, in the City of Isle of Palms aforesaid; except that the words "northern boundary" in paragraph 1 of said deed and the words "northern end" in paragraph 2 thereof, insofar as the same apply to the lands herein conveyed are amended to read "northwestern boundary."

**Said property being further shown as Lot 1 on that certain "Plat of the Subdivision of Lot 2, Block E, Section BC-2-A, Isle of Palms, Charleston County, S.C.," dated November 24, 1967, prepared by Harold J. Leamond, P.E. & L.S., and recorded in the RMC Office for Charleston County on December 12, 1967 in Plat Book W at Page 166.

BEING the same property conveyed to Lydia C. Alge, William L. Alge and Richard C. Alge from the estate of Howard R. Alge, who died intestate in Charleston County, South Carolina on November 27, 1968. Thereafter, the interest of Lydia C. Alge was conveyed to William L. Alge and Richard C. Alge by deed of distribution of the estate of Lydia C. Alge, said deed of distribution being dated March 9, 1994 and recorded March 14, 1994 in the RMC Office for Charleston County in Book E-240 at Page 276. The Estate of Lydia C. Alge is probated in the Office of the Probate Court for Charleston County in file number 93ES10-00087.

TMS# 571-05-00-048

Grantee's address: c/o Carroll Realty
103 Palm Boulevard
Isle of Palms, S.C. 29451

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned, unto the said Grantee hereinabove named, and Grantee's successors and assigns forever.

Subject to the covenants, conditions, and restrictions set forth above, Grantors do hereby bind themselves, their heirs and assigns, to warrant and forever defend, all and singular, the said Premises, unto the said Grantee hereinabove named, and the Grantee's successors and assigns against the Grantors and the Grantors' heirs and assigns and all persons whomsoever lawfully claiming, or to claim the same or any part thereof. No warranty whatsoever is given as to that portion of the above described property consisting of marshlands or other lands lying below the mean high water mark of abutting tidal waters.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed this 11th day of November, 1998.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

William L. Alge
WITNESS

Richard C. Alge
Richard C. Alge

J. M. Cant
NOTARY

William L. Alge
William L. Alge

BK R 324PG749

Re-recorded

BK N 314PG084

State of South Carolina)
County of Charleston)

PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named Richard C. Alge and William L. Alge, sign, seal and as their act and deed, deliver the within named instrument, and that (s)he with the other witness above subscribed, witnessed the execution thereof.

W. Peter R. R. R.

SWORN to before me this 11th

day of November, 1998.

John M. Cant
Notary Public for South Carolina

My Commission Expires: 1/24/2004

BKE 346PG639

(6)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that **BEACH BOYS, LLC**, hereinafter referred to as Grantor, in the State aforesaid, for and in consideration of the sum of NINE HUNDRED THOUSAND AND NO/100 (\$900,000.00) DOLLARS, to me in hand paid at and before the sealing of these presents by **CAYMAN HOLDINGS, LLC** in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these Presents does grant, bargain, sell, and release, unto the said **CAYMAN HOLDINGS, LLC**, its successors and assigns forever, the hereinafter described property, to-wit:

See Exhibit "A" attached hereto.

Grantee's Address: 1340 old Campbellburg
mt Pleasant, SC 29464

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

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said **CAYMAN HOLDINGS, LLC**, its successors and assigns forever, the herein described property.

AND the said **BEACH BOYS, LLC**, hereby binds itself and its Successors, and Assigns to warrant and forever defend all and singular the said premises unto the said **CAYMAN HOLDINGS, LLC**, its successors and assigns, against itself and its successors and assigns and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand and Seal this 21 day of April, in the year of our Lord two thousand and in the two hundred and twenty-fifth year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:

Tamara M. Jenkins
Angela Bell

1st witness

Seu

2nd witness

BEACH BOYS, LLC

James E. Carroll, Jr.
by **JAMES E. CARROLL, JR.**
Member

BKE 346PG640

Paul M. Jenkins
Angela Bell
1st witness
[Signature]
2nd witness

J. Daniel Johnson
by J. DANIEL JOHNSON
Member

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the within-named, **BEACH BOYS, LLC** by **JAMES E. CARROLL, JR.** member **AND J. DANIEL JOHNSON**, member sign, seal, and as its act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this

21 day of April, 2000

Paul M. Jenkins
1st witness

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 11/02/04

EXHIBIT "A"

DESCRIPTION

All that lot, piece or parcel of land, situate, lying and being in the Isle of Palms, State of South Carolina, shown and designated as Lot 1, Block E, Section BC-2-A as shown on a plat prepared by Herbert Niemeyer, Jr., dated October 23, 1991 and recorded in the RMC Office for Charleston County in Plat Book DD, Page 800 on February 24, 1999. Reference to said plat is hereby made for a fuller and more complete description:

ALSO

ALL of the grantor's right, title and interest in and to the lands and marshlands between low-water mark in the canal shown on said plat and the northwest boundary of the lot herein conveyed as shown on a plat recorded in the RMC Office for Charleston County in Plat Book O, at Page 40.

SUBJECT, NEVERTHELESS, to the restrictions and other provisions set forth in paragraphs numbered 1 through and including 9 in a certain conveyance from The Beach Co. to Minnie B. Engleberg dated August 21, 1956, and recorded in the RMC Office aforesaid on August 23, 1956, in Book N-62, Page 540, which said conveyance is of Lot 1, Block F, Section BC-2-A, in the City of Isle of Palms aforesaid; except that the words "northern boundary" in paragraph 1 of said deed and the words "northern end" in paragraph 2 thereof, insofar as the same apply to the lands herein conveyed are amended to read "northwestern boundary."

Being a portion of the same property conveyed to the grantor by Richard C. Alge and William Alge by deed dated November 11, 1998 and recorded in the RMC Office for Charleston County in Book N314, Page 082 and thereafter recorded in Book N324, Page

747.

Also being a portion of the property conveyed to the grantor by the Beach Company
by deed dated March 3, 1999 and recorded in the RMC Office for Charleston County in
Book P321, Page 853.

TMS # 571-05-00-048

Address of Grantee:
c/o Richard C. Holgate, M.D.
1340 Old Georgetown Highway
Mt. Pleasant, SC 29464

A-5113-m

BK T491PG849

State of South Carolina

County of Charleston

TITLE TO REAL ESTATE

7

KNOW ALL MEN BY THESE PRESENTS, that Cayman Holdings, LLC, (hereinafter called "Grantor"), in consideration of Six Hundred Seventy-Five Thousand and No/100 (\$675,000.00) Dollars, to the Grantor in hand paid at and before the sealing of these presents, by Ocean Three Properties, LLC (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release the below described property unto

Ocean Three Properties, LLC

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of Isle of Palms, Charleston County, South Carolina, being the southwesternmost part of Block E, Section BC-2-A, Isle of Palms, being shown and designated as Lot 1-B on a certain plat entitled "Plat Showing a Resurvey and Subdivision of Lot 1, Block 'E', Section BC-2-A, and a Quit-Claimed Portion of Twenty Fourth Avenue, into Lots 1-A and 1-B, in the City of Isle of Palms, Charleston County, South Carolina," prepared by Charles F. Dawley, Jr., S C R L S #9314, dated March 1, 1999, and recorded April 27, 1999, in Plat Book ED, at Page 117 in the RMC Office for Charleston County, South Carolina Said lot having in general such size, shape, location, buttings and boundings, and such dimensions, more or less, as will be shown by an actual survey of said lot

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises

BEING a portion of the same property conveyed to the Grantor herein by deed of Beach Boys, LLC, dated April 21, 2000, and recorded April 24, 2000, in the RMC Office for Charleston County in Book E346, at Page 639

TMS No 571-05-00-215

Grantee's Address

101 McAlister Lake Dr.
Easley, SC 29642

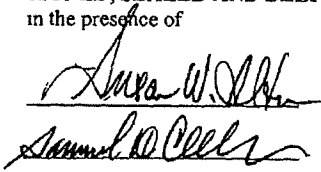
TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining,

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever And the Grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof

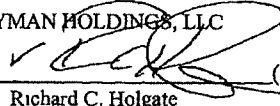
Any reference to this instrument to the singular shall include the plural, and vice versa Any reference to one gender shall include the others, including the neuter Such words of inheritance shall be applicable as are required by the gender of the Grantee

WITNESS the Grantor's hands and seals this the 20 day of April, 2004

SIGNED, SEALED AND DELIVERED
in the presence of



CAYMAN HOLDINGS, LLC

BY  (SEAL)
Richard C. Holgate

ITS Member

State of South Carolina)
County of Charleston)

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT was acknowledged before me this 20 day of April, 2004, by Richard C Holgate, as a Member of Cayman Holdings, LLC, who executed the foregoing instrument and is a person known to me


 (SEAL)
Notary Public for South Carolina

My Commission Expires 11/2/04

© DRAWING COPYRIGHT PROTECTED AND IS NOT A LEGAL COPY UNLESS SEALED WITH RAISED IMPRESSION SEAL

DESCRIPTIVE PURPOSES ONLY.

APPROVED BY CITY OF ISLE OF PALMS
ON THIS 4th DAY OF AUG. 2015
BY: DORIAN LEE
TITLE: TAR. of Preamble

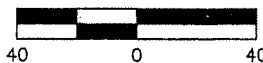
RECORDED	
DATE: 8/5/2015	TIME: 2:52:05 PM
Book-Page S15 10201	Doc-type Small Plat
Charlie Lybrand, Register, Charleston County, SC	
	
Record Fee \$10.00	Filed By: WADE SURVEYING
Postage \$1.00	0
TOTAL \$11.00	PO BOX 686
Drawer	SALE OF PALMS SC 29451
Clerk KLM	
Location: WATERWAY BLVD	
MENTATION STAMPS	

- PLAT NOTES:
1) WATER TO BE SUPPLIED BY IOP
WATER & SEWER COMMISSION
2) SEWER WILL BE SEPTIC TANK
3) PROPERTY ZONED SR-1
USE WILL BE SINGLE FAMILY RESIDENCE
MINIMUM LOT SIZE 17500 SQFT
EXISTING LOTS VACANT

PROPERTY LINE ABANDONMENT
 @ LOTS 1-A & 1-B BLOCK E SECTION BC-2-A
 CITY OF ISLE OF PALMS
 CHARLESTON COUNTY, SOUTH CAROLINA

- NOTES
1) REFERENCE PLAT BOOK ED
PAGE 117 & DF-488
2) TMS # 571-05-00-048 & 215
3) SURVEY REQUESTED BY:
TANNER AMERSON

DATE: JUNE 25, 2015
SCALE: 1" = 40'



SUBJECT PROPERTY LOCATED IN
FLOOD ZONE AE ELEV 13
FIRM PANEL 45019C-0541-J
DATED NOV 17, 2004

JOHN E. WADE JR., RLS
POST OFFICE BOX 686
ISLE OF PALMS
SOUTH CAROLINA, 29451
(843) 886-6262

FILE #025-00A1

LEGEND

- OIF 1" OPEN IRON FOUND
CIF 1" CRIMPED IRON FOUND
RF #5 REBAR FOUND
RS #5 REBAR SET
CMF CONCRETE MONUMENT FOUND

"I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying In South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."

JOHN E. WADE JR., R/L.S.
SOUTH CAROLINA REG. NO. 13171

State of South Carolina)

County of Charleston)

TITLE TO REAL ESTATE

⑧

KNOW ALL MEN BY THESE PRESENTS, that **Cayman Holdings, LLC**, (hereinafter called "Grantor"), in consideration of **Six Hundred Seventy-Five Thousand and No/100 (\$675,000.00) Dollars**, to the Grantor in hand paid at and before the sealing of these presents, by **Ocean Two Properties, LLC** (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release the below described property unto

Ocean Two Properties, LLC

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of Isle of Palms, Charleston County, South Carolina, being the southwesternmost part of Block E, Section BC-2-A, Isle of Palms, being shown and designated as Lot 1-A on a certain plat entitled "Plat Showing a Resurvey and Subdivision of Lot 1, Block 'E', Section BC-2-A, and a Quit-Claimed Portion of Twenty Fourth Avenue, into Lots 1-A and 1-B, in the City of Isle of Palms, Charleston County, South Carolina," prepared by Charles F. Dawley, Jr., S C R L S #9314, dated March 1, 1999, and recorded April 27, 1999, in Plat Book ED, at Page 117 in the RMC Office for Charleston County, South Carolina. Said lot having in general such size, shape, location, buttings and boundings, and such dimensions, more or less, as will be shown by an actual survey of said lot.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

BEING a portion of the same property conveyed to the Grantor herein by deed of Beach Boys, LLC, dated April 21, 2000, and recorded April 24, 2000, in the RMC Office for Charleston County in Book E346, at Page 639.

TMS No 571-05-00-048

Grantee's Address

101 McAlister Lake DR
Easley SC 29642

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hands and seals this the 20th day of April, 2004

SIGNED, SEALED AND DELIVERED

in the presence of

[Signature]
[Signature]

CAYMAN HOLDINGS, LLC

BY [Signature] (SEAL)
Richard C. Holgate

ITS Member

State of South Carolina)

County of Charleston)

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT was acknowledged before me this 20 day of April, 2004, by Richard C. Holgate, as a Member of Cayman Holdings, LLC, who executed the foregoing instrument and is a person known to me

[Signature] (SEAL)
Notary Public for South Carolina

My Commission Expires 11/3/04

(9)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT, **OCEAN TWO PROPERTIES, LLC AND OCEAN THREE PROPERTIES, LLC,** (hereinafter referred to as "Grantors"), in the State aforesaid for and in consideration of the sum of ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$1,375,000.00) DOLLARS, to them in hand paid at and before the sealing of these presents by **PAUL F. BOEHM AND JUDITH S. BOEHM,** the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said **PAUL F. BOEHM AND JUDITH S. BOEHM,** (hereinafter referred to as "Grantees"), their heirs and assigns forever, the following described real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantees, and the Grantees' heirs and assigns, forever.

AND Grantors do hereby bind Grantors and Grantors' successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantees and the Grantees' heirs and assigns, against Grantors and Grantors' successors and assigns, and all persons whomsoever shall be lawfully claiming or to claim the same, or any part thereof.

WITNESS Grantors' Hands and Seals, this 1st day of April, 2005.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

OCEAN TWO PROPERTIES, LLC

[Signature]

By: Janice E. Childress, Sole Member
Janice E. Childress, Sole Member

OCEAN THREE PROPERTIES, LLC

[Signature]

By: Janice E. Childress, Sole Member
Janice E. Childress, Sole Member

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 1st day of April, 2005, by JANICE E. CHILDRESS, Sole Member of OCEAN TWO PROPERTIES, LLC, a South Carolina limited liability company, on behalf of the company.

Jan D. Smith
Notary Public for SC
My Comm. Expires: 3/17/13

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 1st day of April, 2005, by JANICE E. CHILDRESS, Sole Member of OCEAN THREE PROPERTIES, LLC, a South Carolina limited liability company, on behalf of the company.

Jan D. Smith
Notary Public for SC
My Comm. Expires: 3/17/13

EXHIBIT "A"

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of Isle of Palms, Charleston County, South Carolina, being the southwesternmost part of Block E, Section BC-2-A, Isle of Palms, being shown and designated as Lot 1-A on a certain plat entitled "Plat Showing a Resurvey and Subdivision of Lot 1, Block 'E', Section BC-2-A, and a Quit-Claimed Portion of Twenty Fourth Avenue, into Lots 1-A and 1-B, in the City of Isle of Palms, Charleston County, South Carolina," prepared by Charles F. Dawley, Jr., S.C.R.L.S. #9314, dated March 1, 1999, and recorded April 27, 1999, in Plat Book ED, at Page 117 in the RMC Office for Charleston County, South Carolina. Said lot having in general such size, shape, location, buttings and boundings, and such dimensions, more or less, as will be shown by an actual survey of said lot.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

BEING the same property conveyed to Ocean Two Properties, LLC by deed of Cayman Holdings, LLC dated April 20, 2004 and recorded April 23, 2004 in the RMC Office for Charleston County in Book T491 at Page 845.

TMS # 571-05-00-048

ALSO:

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of Isle of Palms, Charleston County, South Carolina, being the southwesternmost part of Block E, Section BC-2-A, Isle of Palms, being shown and designated as Lot 1-B on a certain plat entitled "Plat Showing a Resurvey and Subdivision of Lot 1, Block 'E', Section BC-2-A, and a Quit-Claimed Portion of Twenty Fourth Avenue, into Lots 1-A and 1-B, in the City of Isle of Palms, Charleston County, South Carolina," prepared by Charles F. Dawley, Jr., S.C.R.L.S. #9314, dated March 1, 1999, and recorded April 27, 1999, in Plat Book ED, at Page 117 in the RMC Office for Charleston County, South Carolina. Said lot having in general such size, shape, location, buttings and boundings, and such dimensions, more or less, as will be shown by an actual survey of said lot.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

BEING the same property conveyed to Ocean Three Properties, LLC by deed of Cayman Holdings, LLC dated April 20, 2004 and recorded April 23, 2004 in the RMC Office for Charleston County in Book T491 at Page 849.

TMS # 571-05-00-215

GRANTEES' ADDRESS: 3209 Middle Street, Sullivan's Island, SC 29482

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, THAT I, **Paul F. Boehm and Judith S. Boehm (hereinafter referred to as "Grantors")**, in the State aforesaid for and in consideration of the sum of One Million six hundred thousand and 00/100 (\$1,600,000.00) DOLLARS to us, in hand paid at and before the sealing of these presents by **Trebor Investments, LLC, Tanner Amerson and Ephraim Mikell Carroll, IV**, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to those matters set forth on Exhibit "A", unto the said **Trebor Investments, LLC, Tanner Amerson and Ephraim Mikell Carroll, IV (hereinafter referred to as "Grantees")**, the following described real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to said premises belonging or in any wise incident appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned, subject to those matters set forth on Exhibit "A", unto the Grantees, and the Grantees' successors, heirs and assigns, forever.

AND, subject to those matters set forth on Exhibit "A", the Grantors do hereby bind the Grantors and Grantors' heirs, executors, administrators and assigns to warrant and forever defend all and singular said premises unto the Grantees and the Grantees' successors, heirs and assigns, against Grantors and Grantors' heirs and assigns, and every person whomsoever lawfully

LAW OFFICES OF
EDWARD C. BOGGS, PA
1024 eWALL STREET, UNIT A-2
MT. PLEASANT, SC 29464

07-177c

Being the same property conveyed to the Grantors by quit claim deed of Harold B. Bosworth, Jr., dated May 18, 2007 and recorded May 25, 2007 in the said RMC in Book U626, at Page 853.

TMS# 571-05-00-048

SUBJECT TO REPURCHASE OPTION. The Grantors reserve unto themselves and their heirs and assigns a repurchase option to repurchase the above described properties in accordance with the following terms and conditions:

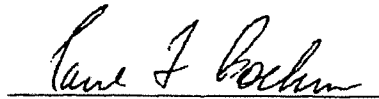
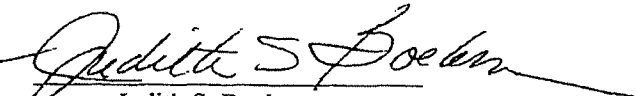
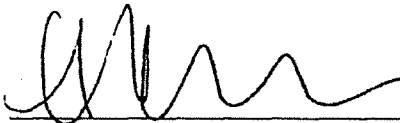
In the event Grantees fail to purchase Lot 1-B Waterway Blvd., Isle of Palms, South Carolina from Harold B. Bosworth, Jr. within forty-five (45) days from the date hereof, Grantors shall have one year to deliver in writing their notice to the Grantees of their intent to exercise the repurchase option. Grantors shall close within thirty (30) days of giving their notice of election to repurchase and the purchase price shall be the same amount paid by Grantees to Grantors in this Deed. The Grantees shall pay the documentary stamps, costs of recording the limited warranty deed to be executed by Grantees in favor of the Grantors and all costs necessary to remove any liens placed upon the properties by the Grantees. If Grantees fail to deliver the deed of conveyance free of all liens and encumbrances in a timely manner, the purchase price shall be reduced by Three Hundred Fifty and no/100 (\$350.00) dollars for every day the delivery is delayed due to no fault of the Grantors herein. This right of repurchase will terminate upon Grantees purchase of Lot 1-B or in the event the Grantors fail to give timely notice of their election to exercise the option to repurchase. If any party is required to bring an action for enforcement of this agreement, the prevailing party shall be entitled to court costs and reasonable attorney's fees.

GRANTEES' ADDRESS: *303 BREMERTON DRIVE*
GREENVILLE, NC 27858

claiming or to claim the same or any part thereof.

WITNESS the Grantors' hands and seals this July 20, 2007 .

SIGNED, sealed and delivered
in the presence of:


Paul F. Boehm
Judith S. Boehm

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this July 20, 2007 by the
Grantors, who executed the within written deed.

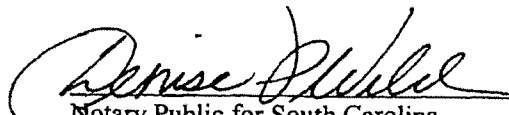

Notary Public for South Carolina
My Comm. Expires: 6/14/15

EXHIBIT A

ALL that certain lot, piece, or parcel of land, together with any improvements thereon, situate, lying and being in the City of Isle of Palms, County of Charleston, State of South Carolina, shown and designated as Lot 1-A, on a plat entitled "PROPERTY LINE ADJUSTMENT LOTS 1-A & 1-B BLOCK E SECTION BC-2-A CITY OF ISLE OF PALMS CHARLESTON COUNTY, SOUTH CAROLINA", prepared by John E. Wade, Jr., S.C.R.L.S. #13171, recorded March 5, 2007 in Plat Book DF at Page 488 in the RMC Office for Charleston County, South Carolina. Said lot having such actual size, shape, dimensions, buttings and boundings as are shown on said plat, reference to which is hereby craved for a more full and complete description thereof.

SUBJECT to any and all restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

SUBJECT to a Joint Use Dock Agreement and Grant of Easement between Harold B. Bosworth, Jr. and Paul F. Boehm and Judith S. Boehm dated July 13, 2007 and recorded in the Charleston County RMC Office on July 17, 2007 in Book R632, at Page 315.

Being a portion of the same property conveyed to the Grantors by deed of Ocean Two Properties, LLC and Ocean Three Properties, LLC, dated April 1, 2005 and recorded April 6, 2005 in the RMC Office for Charleston County in Book C532, at Page 535.

ALSO

ALL that certain lot, piece, or parcel of land, together with any improvements thereon, situate, lying and being in the City of Isle of Palms, County of Charleston, State of South Carolina, being the southwesternmost part of Block E, Section BC-2-A, Isle of Palms, being shown and designated as Lot 1-A, on a plat entitled "PROPERTY LINE ADJUSTMENT LOTS 1-A & 1-B BLOCK E SECTION BC-2-A CITY OF ISLE OF PALMS CHARLESTON COUNTY, SOUTH CAROLINA", prepared by John E. Wade, Jr., S.C.R.L.S. #13171, recorded March 5, 2007 in Plat Book DF at Page 488 in the RMC Office for Charleston County, South Carolina. Said lot having such actual size, shape, dimensions, buttings and boundings as are shown on said plat, reference to which is hereby craved for a more full and complete description thereof.

*STAMPED
100
G28.*

SUBJECT to any and all restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

SUBJECT to a Joint Use Dock Agreement and Grant of Easement between Harold B. Bosworth, Jr. and Paul F. Boehm and Judith S. Boehm dated July 13, 2007 and recorded in the Charleston County RMC Office on July 17, 2007 in Book R632, at Page 315.



BP0520685

PGS:

6

Lot 1-A

PREPARED BY:
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant SC 29464

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **Tanner Amerson and Ephraim Mikell Carroll, IV**, in the State aforesaid, for/and in consideration of the sum of Ten and 00/100 DOLLARS (\$10.00), to them in hand paid at and before the sealing of these Presents by **Trebor Investments, LLC, a North Carolina limited liability company**, in the State aforesaid, the receipt whereof is hereby acknowledged, have remised, released and forever quitclaimed, and by these Presents do remise, release and forever quitclaim unto the said **Trebor Investments, LLC**, the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE FOR A FULL AND COMPLETE LEGAL
DESCRIPTION OF THE PROPERTY BEING CONVEYED (THE "PROPERTY" OR
"PREMISES")

TMS Number: 571-05-00-048

Address of Grantee(s): 303 Bremerton Drive
Greenville, NC 27858

This is the same property conveyed to the Grantor(s) by deed of conveyance from Paul F. Boehm and Judith S. Boehm, dated July 20, 2007, and recorded on July 23, 2007, in Book C633, page 635, in the RMC Office for Charleston County, South Carolina.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **Trebor Investments, LLC**, its successors and assigns, forever.

{00680319.DOC}

IN WITNESS WHEREOF, We have caused these presents to be executed, this 8th day of October, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness #1

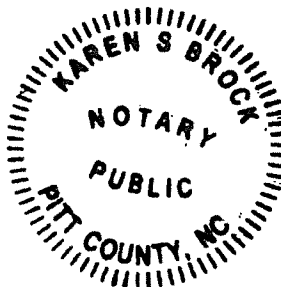
[Signature]
Tanner Amerson

Tena S. Spence
Witness #2

STATE OF North Carolina)
COUNTY OF Pitt)

The foregoing instrument was acknowledged before me by Tanner Amerson, this 8th day of October, 2015.

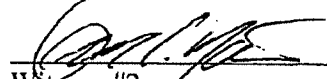
Karen S Brock (SEAL)
Notary Public for Karen S. Brock
My commission expires: 3-19-2018



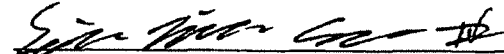
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Witness #1



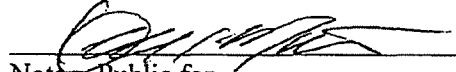
Witness #2



Ephraim Mikell Carroll, IV

STATE OF South Carolina)
)
COUNTY OF Charleston)

The foregoing instrument was acknowledged before me by Ephraim Mikell Carroll, IV ,
this 8 day of October, 2015.



Notary Public for _____ (SEAL)
My commission expires: _____



EXHIBIT A

ALL that certain lot, piece, or parcel of land, together with any improvements thereon, situate, lying and being in the City of Isle of Palms, County of Charleston, State of South Carolina, shown and designated as Lot 1-A, on a plat entitled "PROPERTY LINE ADJUSTMENT LOTS 1-A & 1-B BLOCK E SECTION BC-2-A CITY OF ISLE OF PALMS CHARLESTON COUNTY, SOUTH CAROLINA", prepared by John E. Wade, Jr., S.C.R.L.S. #13171, recorded March 5, 2007 in Plat Book DF at Page 488 in the RMC Office for Charleston County, South Carolina. Said lot having such actual size, shape, dimensions, buttings and boundings as are shown on said plat, reference to which is hereby craved for a more full and complete description thereof.

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

MANAKER CIPOLLA AND ASSOCIATES LLC

MAKER:

AMERSON TANNER AL

RECIPIENT:

TREBOR INVESTMENTS LLC

Original Book:

Original Page:

AUDITOR STAMP HERE

RECEIVED From RMC

DEC 02 2015

Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR

ASTRJB

REP

DEC 03 2015

DATE

31

RECORDED

Date: December 1, 2015

Time: 3:46:18 PM

Book

0520

Page

685

DocType

Q/Claim

Charlie Lybrand, Register
Charleston County, SC

of Pages: 6

Recording Fee	\$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$ 1.00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 11.00

DRAWER Drawer 1
CLERK KLH



0520

Book



685

Page



12/01/2015

Recorded Date



6

Pgs



Original Book



Original Page



D

Doc Type



15:46:18

Recorded Time

Prepared by and Return to:
Olson & Good, P.C.
501 Bramson Ct., Ste. 100
Mt. Pleasant, SC 29464
File No.: R09-254



BP0101016

Lot 1-B

RMC BK 0101 Pg 016 : pg 1 *

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

**TITLE TO REAL ESTATE
(GENERAL WARRANTY)**

KNOW ALL MEN BY THESE PRESENTS, THAT, TREBOR INVESTMENTS, LLC, TANNER AMERSON, AND EPHRAIM MIKELL CARROLL, IV (hereinafter "Grantors"), in the State aforesaid in consideration of the sum of **ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS**, to Grantors in hand paid at and before the sealing of these presents by **NATIONAL WAREHOUSE LEASING LLC** (hereinafter "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **NATIONAL WAREHOUSE LEASING LLC**, its Successors and Assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A" FOR FULL LEGAL DESCRIPTION.

TMS No.: 571-05-00-215

GRANTEE'S ADDRESS: 681 V O A Site C Rd., Greenville, NC 27834-7086

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, the Grantee's Successors and Assigns forever.

AND the said Grantors do hereby bind Grantors and Grantors' Successors, Heirs,

Executors, Administrators and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, the Grantee's Successors and Assigns, against Grantors and Grantors' Successors, Heirs, Executors, Administrators and Assigns, and against all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS Grantors' Hand and Seal, this 31st day of December, in the year of our Lord Two Thousand Nine (2009).

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Christina E. Pitt
Witness #1

TREBOR INVESTMENTS, LLC

By: Robert R. Amerson
Its: Manager

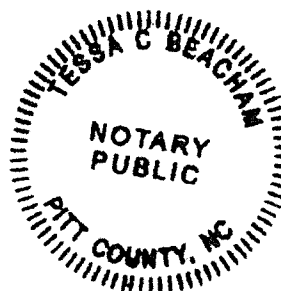
Tessa C. Beacham
Witness #2/Notary Public

STATE OF NORTH CAROLINA)
)
COUNTY OF Pitt)

I, Tessa C. Beacham, a Notary Public of the County and State first above written, do hereby certify that Trebor Investments, LLC by Robert R. Amerson its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 31st day of December, 2009.

Tessa C. Beacham
Notary Public for North Carolina
My Commission Expires: 8-21-2013 (SEAL)



**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Stephanie Herr
Witness #1

Tanner Amerson
Tanner Amerson

Linda Lawrence
Witness #2/Notary Public

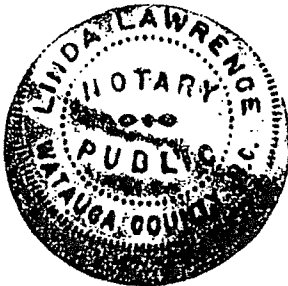
Ephraim Mikell Carroll, IV
Ephraim Mikell Carroll, IV

STATE OF ~~SOUTH~~ CAROLINA)
 North)
COUNTY OF ~~CHARLESTON~~)
 Watauga)

I, Linda Lawrence, a Notary Public of the County and State first above written, do hereby certify that **Tanner Amerson & Ephraim Mikell Carroll IV** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 31st day of December, 2009.

Linda Lawrence
Notary Public for ~~South~~ Carolina
My Commission Expires: 9-2-2011 (SEAL)



File No.: NAT WAREHOUSE

Exhibit "A"

ALL that certain lot, piece or parcel of land, together with any improvements thereon, situate, lying and being in the City of Isle of Palms, County of Charleston, State of South Carolina, shown and designated as Lot 1-B, on a plat entitled, "PROPERTY LINE ADJUSTMENT LOTS 1-A & 1-B BLOCK E SECTION BC-2-A CITY OF ISLE OF PALMS CHARLESTON COUNTY, SOUTH CAROLINA", prepared by John E. Wade, Jr., S.C.R.L.S. #13171, recorded March 5, 2007, in Plat Book DF, at Page 488 in the RMC Office for Charleston County, South Carolina. Said lot having such actual size, shape, dimensions, buttings and boundings as are shown on said plat, reference to which is hereby craved for a more full and complete description thereof.

Said property is subject to all applicable covenants, conditions, restrictions, limitations, obligations and easements of record.

BEING being the same property conveyed to the Mortgagor herein by deed of Trebor Investments, LLC and Tanner Amerson and Ephraim Mikell Carroll, IV dated December 31, 2009 and recorded in the RMC Office for Charleston County simultaneously herewith.

Tax Map # 571-05-00-215

Being the same property conveyed to the grantor by deed of Harold B. Bosworth, Jr. dated September 5, 2007 and recorded on September 10, 2007 in book C683 page 303 in the RMC Office for Charleston County South Carolina.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

Lot 1-B

KNOW ALL MEN BY THESE PRESENTS, THAT We, PAUL F. BOEHM and JUDITH S. BOEHM, for and in consideration of the sum of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 (\$1,500,000.00) DOLLARS, to us in hand paid at and before the sealing and delivery of these presents by HAROLD B. BOSWORTH, JR., in the State aforesaid, County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said HAROLD B. BOSWORTH, JR., his heirs and assigns forever, the following described real property, to-wit:

ALL that certain lot, piece, or parcel of land, situate, lying and being in the City of Isle of Palms, Charleston County, South Carolina, being the southwesternmost part of Block E, Section BC-2-A, Isle of Palms, being shown and designated as Lot 1-B, on a certain plat entitled, "Plat Showing a Resurvey and Subdivision of Lot 1, Block E, Section BC-2-A, and a Quit-Claimed Portion of Twenty Fourth Avenue, into Lots 1-A and 1-B in the City of Isle of Palms, Charleston County, South Carolina," prepared by Charles F. Dawley, Jr., S.C.R.L.S. #9314, dated March 1, 1999, and recorded April 27, 1999, in Plat Book ED, at page 117 in the RMC Office for Charleston County, South Carolina. Said lot having in general such size, shape, location buttings and boundings and dimensions, more or less, as will be shown by an actual survey of said lot.

SUBJECT to all restrictions and easements of record.

BEING the same property conveyed to Paul F. Boehm and Judith S. Boehm by Ocean Two Properties, LLC and Ocean Three Properties, LLC by deed dated April 1, 2005 and recorded in the Charleston County RMC on April 6, 2005 in Book C-532, Page 535.

TMS No. 571-05-00-215

Grantee's Address: 132 Lamberts Lane
 Cohasset, MA 02025

TOGETHER WITH, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises unto the said Harold B. Bosworth, Jr., his heirs and assigns forever.

We, Paul F. Boehm and Judith S. Boehm, do hereby bind ourselves and our heirs and assigns to warrant and forever defend all and singular, the said premises unto the said Harold B. Bosworth, Jr., his heirs and assigns, from and against our heirs and assigns, and all persons whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS OUR HANDS AND SEALS, this 7th day of September, in the year of our Lord two thousand five and in the two hundred and twenty-ninth year of the Sovereignty and Independence of the United States of America.

BK K 553PG466

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Alison D. Messer

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Paul F. Boehm
PAUL F. BOEHM

Judith S. Boehm
JUDITH S. BOEHM

Before me, the undersigned Notary Public, personally appeared Paul F. Boehm and Judith S. Boehm who executed the foregoing instrument this 7th day of September, 2005, and acknowledged that they executed the same.



Alison D. Messer (L.S.)
Notary Public for South Carolina
My Commission Expires: 12/10/12

Lot 1-B

RECORDING INFORMATION ABOVE THIS LINE

The within described property is conveyed subject to existing easements and to restrictive covenants, if any, appearing in the chain of title or apparent upon a reasonable inspection of the premises, which said restrictions, if any, are not intended to be reimposed hereby. Also, subject to a Joint Use Dock Agreement and Grant of Easement between Harold B. Bosworth, Jr. and Paul F. Boehm and Judith S. Boehm, dated July 13, 2007, and recorded in the aforesaid ROD Office in Book R-632, at Page 315, as well as that certain Easement Agreement entered into between Harold B. Bosworth and Christine A. Donovan dated September 19, 2006, and recorded in the aforesaid ROD Office in Book Z-611, at Page 005.

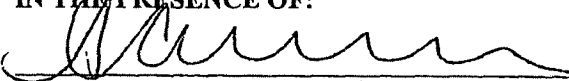
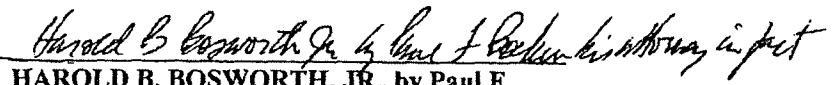

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee(s), Grantee's(s') heirs and assigns forever.

And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee(s), Grantee's(s') heirs and assigns, against us and our heirs and assigns, and against all other persons whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our Hands and Seals this 5th day of **September** in the year of our Lord **two thousand seven (2007)** and in the **two hundred thirty-second** year of the Sovereignty and Independence of the United States of America.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

 Witness	 HAROLD B. BOSWORTH, JR., by Paul F. Boehm, his Attorney-in-Fact
 Witness	

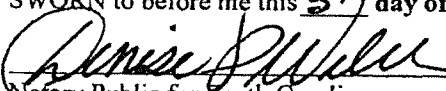
THE STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 5th day of September, 2007, by **Harold B. Bosworth, Jr., by Paul F. Boehm, his Attorney-in-Fact.**

SWORN to before me this 5th day of September, 2007

 (L.S.)
 Notary Public for South Carolina
 Commission Expires: **06/14/15**

Lot 1-B



BP0185923

RMC BK 0185 Pg 923 : pg 1 *

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

WHEREAS at a duly called meeting for National Warehouse Leasing, LLC, it was resolved by said board that the below described property be sold and that Harry L. Smith, Jr., as its Manager, be authorized to execute and deliver any and all documents in connection with said transfer.

KNOW ALL MEN BY THESE PRESENTS, THAT National Warehouse Leasing, LLC, for and in consideration of the sum of One Million and 00/100 Dollars (\$1,000,000.00) to it in hand paid at and before the sealing of these presents by Trebor Investments, LLC, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said Trebor Investments, LLC, its successors and assigns forever, the following described property to wit:

ALL that certain lot, piece, parcel of land, together with any improvements thereon, situate, lying and being in the City of Isle of Palms, County of Charleston, State of South Carolina, shown and designated as Lot 1-B, on a plat entitled "PROPERTY LINE ADJUSTMENT LOTS 1-A & 1-B BLOCK E SECTION BC-2-A CITY OF ISLE OF PALMS, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by John E. Wade, Jr., S.C.R.L.S. #13171, recorded March 5, 2007 in Plat Book DF at page 488 in the RMC Office for Charleston County. Said lot having such sizes, shapes, dimensions, buttings, and boundaries as will by reference to said plat more fully appear.

SUBJECT to all restrictions, easements and rights-of-way of record.

BEING the same property conveyed to the Grantor herein by deed of Trebor Investments, LLC, Tanner Amerson, and Ephraim Mikell Carroll, IV dated December 31, 2009 and recorded in Book 0101 at page 016 in the RMC Office for Charleston County.

TMS#: 571-05-00-215

Grantee's Address:

303 Bremerton Dr.
Greenville, NC 27858

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Trebor Investments, LLC, its successors and assigns forever;

AND it does hereby bind itself and its successors, assigns, executors and administrators, to warrant and forever defend, all and singular, the said Premises unto the said Trebor Investments, LLC, its successors and assigns, against it and its successors and all persons whomever lawfully claiming, or to claim the same or any part thereof.

WITNESS its Hand and Seal this 18th day of April, in the year of our Lord Two Thousand and Eleven and in the two hundred and thirty-fifth year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

National Warehouse Leasing, LLC

[Signature]
[Signature]

[Signature]
BY: Harry L. Smith, Jr.
ITS: Manager

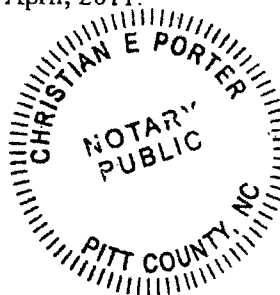
STATE OF North Carolina)
)
COUNTY OF Pitt)

The forgoing instrument was acknowledged before me Harry L. Smith, Jr. as Manager of National Warehouse Leasing, LLC this 18th day of April, 2011.

SWORN TO BEFORE ME THIS

18th day of April, 2011

[Signature]
Notary Public for North Carolina - Pitt County
My Commission Expires: 2/6/2013



PREPARED BY:
Buist, Byars & Taylor, LLC
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **Trebor Investments, LLC**, a North Carolina limited liability company in the State aforesaid, for/and in consideration of the sum of One Million Six Hundred Thousand and 00/100 DOLLARS (\$1,600,000.00), to it in hand paid at and before the sealing of these Presents by **Robert B. Ferguson and Sandra K. Ferguson**, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said **Robert B. Ferguson and Sandra K. Ferguson as joint tenants with rights of survivorship and not as tenants in common**, the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE FOR A FULL AND COMPLETE LEGAL
DESCRIPTION OF THE PROPERTY BEING CONVEYED (THE "PROPERTY" OR
"PREMISES")

TMS Number: 571-05-00-048

Address of Grantee(s): 6314 SYCAMORE MEADOWS DRIVE

MALIBU, CA 90265

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

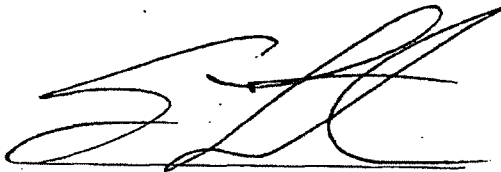
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Robert B. Ferguson and Sandra K. Ferguson as joint tenants with rights of survivorship and not as tenants in common, their heirs and assigns, forever.

AND subject to the exceptions set forth above, it does bind itself and its successors, executors, and administrators, to warrant and forever defend, all and singular, the premises before mentioned unto the said **Robert B. Ferguson and Sandra K. Ferguson**, their heirs and assigns, against it and its successors, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

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IN WITNESS WHEREOF, Trebor Investments, LLC, a North Carolina limited liability company has caused these presents to be executed in its name by Robert Amerson, its Manager, this 27th day of October, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Witness #1



Witness #2

Trebor Investments, LLC,
a North Carolina limited liability company



By: Robert Amerson
Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

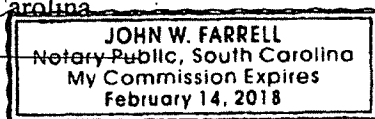
The foregoing instrument was acknowledged before me by Trebor Investments, LLC by Robert Amerson, its Manager, this 27th day of October, 2015.



(SEAL)

Notary Public for South Carolina

My commission expires:



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