

## **Exhibit B to Development Agreement**

### **Master Planned District The Paddocks at Camden**

#### **A. Applicability**

This Master Planned District – The Paddocks at Camden (MPD) is a Master Planned District zoning classification that applies to the real property described in Section B of this MPD (the “Property”) and the development of The Paddocks at Camden (the “Project”). This MPD shall supersede the following provisions of the Zoning Ordinance of the City of Camden, as in effect as of the effective date of this MPD, and as attached to this MPD at Attachment 1, (the “Zoning Ordinance”):

- Section 157.029
- Section 157.082
- Section 157.083
- Section 157.084
- Section 157.138
- Section 157.182(C)

The remaining provisions, terms, requirements, and procedures of the Zoning Ordinance shall continue to apply to the Project, including, without limitation, the provisions of Section 157.032 – Master Planned District, and all provisions of the Zoning Ordinance incorporated into such Section 157.032 by reference. Section references used herein refer to the applicable sections of the Zoning Ordinance attached to this MPD as Attachment 1.

The amendment of this MPD and the application thereof to the development of the Project is subject to the terms of that certain Development Agreement – The Paddocks at Camden, by and between Carlyle Development, LLC and the City of Camden, South Carolina, dated [●], 2024 (the “Development Agreement”), as it may be amended from time to time.

#### **B. Property Description**

The Property consists of approximately 250.61 acres located at the intersection of Battleship Road and Carter Street. The Property consists of three parcels identified by the following Kershaw County TMS #s: 270-00-00-014 (242.83 acres), 270-00-00-014 (6.01 acres) and 270-19-00-001 (1.77 acres). Prior to the annexation of the Property and the rezoning thereof to Master Planned District – The Paddocks at Camden, the Property was located in unincorporated Kershaw County and had a zoning classification of R-6.

#### **C. Site Design**

The proposed Project will occupy approximately 152.48 acres of the Property. The Project will substantially conform to the Conceptual Plan in Attachment 2 that is attached to this MPD. The remainder of the Property may or may not be developed in the future, at the discretion of the Property Owner. The remainder of the Property may only be developed upon the submission and approval of a conceptual plan for such portion of the Property and the amendment of this MPD (which approval shall not be unreasonably withheld, conditioned or delayed), provided, however, the developer shall be entitled to develop the remainder of the Property at a density of not more than 2.5 dwelling units per acre.

D. Restrictive Covenants

The Project will also be subject to the charter and covenants of a Property Owner’s Association (the “POA”), which are included in Attachment 3 of this MPD.

E. Development Standards

The uses permitted on the Property are set forth in the table below. The determination of use category for each use listed in the table below is subject to the provisions of Section 157.029, provided however, that uses not listed below are not permitted on the Property. Uses listed as conditional uses are subject to the applicable conditions of the Zoning Ordinance.

| Use                              | Use Category | Conditional Use Reference |
|----------------------------------|--------------|---------------------------|
| Single-Family Detached Dwellings | P            | -                         |
| Fences and Walls                 | C            | 157.060 and this MPD      |
| Home Occupation                  | C            | 157.059                   |
| Accessory apartments             | C            | 157.045                   |
| Animal shelters and pens         | C            | 157.060                   |
| Horticulture, Gardening          | P            |                           |
| Garages and carports             | C            | 157.060                   |
| Satellite dishes                 | C            | 157.062                   |
| Storage building, workshop       | C            | 1578.050                  |
| Swimming pool                    | C            | 157.060                   |
| Tennis or pickleball courts      | C            | 157.060                   |
| Community clubhouse              | C            | 157.060                   |
| Parks                            | P            |                           |

1. Zoning Requirements

- a. No more than 352 single-family detached units on the northern portion of the Property as set forth in the Conceptual Plan shall be permitted, with the following lot breakdown for the northern portion of the Property:
  - i. 88 lots shall measure no less than 52' x 135' (Cottage)
  - ii. 47 lots shall measure no less than 52' x 120' (Value)

- iii. 67 lots shall measure no less than 62' x 120' (Move Up)
- iv. 103 lots shall measure no less 72' x 135' (Luxury)
- v. 36 lots shall measure no less than 92' x 135' (Estate)
- vi. 11 or 22 flex lots measuring 104' or 52' x 135' (Equestrian or Value)
- b. The maximum density of the Project shall be 2.5 dwelling units per acre;
- c. Minimum floor area per dwelling unit: 1,500 SF;
- d. Minimum lot area of 6,000 square feet;
- e. Minimum lot width shall be 50 feet (measured at building set back line);
- f. All structures shall be setback at least 35 feet from Battleship Road, Carter Street and Chesnut Street as required by Section 157.032. The minimum lot setback distances shall be as follows:
  - i. Front: 15 feet
  - ii. Side: 5 feet
  - iii. Rear: 20 feet
- g. Maximum building height: Two stories (excluding any walk-out basement), not to exceed thirty-five (35) feet or forty-five (45) feet if on a walk-out basement;
- h. Accessory Units shall be of substantially the same design and aesthetic as the primary structure.
- i. The Project shall meet the requirements of the City of Camden Landscape, Buffers, Open Space and Tree Conservation requirements of Section 157.136 through Section 157.141. The maximum impervious ratio shall be 70%.
- j. Tree save and landscape buffers: All tree save areas within the subdivision shall be delineated with tree save fencing and approved by the City prior to any land disturbance activities. These areas shall be maintained with natural vegetation and/or enhanced with berms, fencing and landscaping. No vegetation shall be removed from these areas without prior city approval, which shall not be unreasonably withheld, conditioned or delayed.
- k. A 20' wide property buffer shall be required around the entire Project, except to the extent required for entranceways, monuments, fencing, roadways, rights of way and site infrastructure. Existing vegetation within the 20' buffer around the perimeter of the Property shall be preserved to the greatest extent practicable prior to, during and following construction activities.
- l. A 30' wide property buffer shall be required adjacent to Carter Street, Battleship Road, and Chesnut Street, except to the extent required for monuments, fencing, roadways, rights of way and site infrastructure, which buffer area shall be preserved in their current natural vegetative state to screen the new neighborhood from the view of the road, to provide privacy to homes that are adjacent to these roads, and to beautify the entrances to the community. In the event more than 40 linear feet of the buffer is disturbed from its natural vegetative state (excluding disturbances for entranceways, monuments, roadways and rights of way), the buffer must be replaced (if such buffer is eliminated) or supplemented (if such buffer is otherwise disturbed) with a variety of plant material and meander visually for species diversity and visual interest. The design must consist of layered evergreen trees and shrubbery that are fully branched from the ground-level upward as well as canopy trees and ornamental

selections from the “List of approved tree species for the City of Camden.” A berm may also be included to the extent possible.

- m. The location of the floodplain and wetlands shall be field located and surveyed prior to preparation of the engineering drawings. No homes or improvements shall be permitted within the floodplain other than site infrastructure, trails and ponds or recharge or drainage basins.
- n. The overall Project shall comply with the city's water quality Best Management Practices (BMP's) as identified in Section 157.194.
- o. The development of the Property shall preserve a minimum of 30% of the total 152.48 acres as open space, which, for the avoidance of doubt, may include any open space located in amenity areas in calculating such 30% requirement.
- p. Existing vegetation within the areas identified as open space on the concept plat shall be protected to the extent possible prior to, during and following construction activities.
- q. Any signage installed for the Project shall be approved by the City prior to installation. A common signage plan that complies with requirements in Section 157.108 shall be submitted with this MPD.
- r. Off-street parking for all uses shall comply with Section 157.123, as applicable.

## 2. Architectural Standards

- a. The general unified architectural concept for the Project is attached to this MPD at Attachment 4, and is hereby approved. The Planning and Development Director is hereby authorized to approve specific plans and designs for residences and other buildings within the Project if the Planning and Development Director reasonably determines that such plans and designs are reflective of the unified architectural concept for the Project, which approval shall not be unreasonably, withheld, conditioned or delayed. A section within Phase I of the Project may contain Model Homes for each of the (6) proposed SFD products.
- b. A mix of foundation types may include mono-slab foundation on Value homes, Cottage homes and Move-Up homes, raised slab foundation on Luxury Homes, and crawl foundation on Estate and Equestrian homes.
- c. Exterior building materials shall consist of cement or composite fiber siding or shake, brick, brick veneer, stone, and/or stone veneer or equivalent on front, rear and side facades, in each case, which may include aluminum soffits and fascia.
- d. Each home with a side elevation facing a public street shall include architectural detailing on the side elevation to avoid creating a blank wall facing the public street. Rear facades facing a public street must continue the architectural details, too, through elements such as substantial awnings, porches, decks, lanais or patios, and the use of large windows and sliding glass.
- e. Flush rooflines are not allowed on the sides and rear; eaves must extend beyond plane of façade by least 6 inches. Roofing materials shall consist of high-quality architectural shingles or other approved equivalent (such approval not to be unreasonably withheld, conditioned or delayed).

- f. Garages must feature either two single garage doors, or in the case of a three-car garage, either three single doors or one double door and one single door. Single doors must have a maximum width of 9 feet, and double doors must have a maximum width of 16 feet.
- g. The design of garage must complement the design of the home. For homes with any architectural style except for modern, the garage doors must contain similar architectural features. Features that will count towards this requirement include decorative patterning (other than standard rectangular boxes), door hardware, chevrons, windows, a rounded shape, or a faux wood appearance.
- h. Fences must be decorative in nature and constructed in accordance with Section 157.060(D)(4) – Fences and Walls. Chain link fences, whether galvanized or vinyl-coated, are not allowed on any part of the Property, except that vinyl-coated chain link fences may be used to enclose recharge or drainage basins or other site infrastructure to the extent that such enclosure is required by applicable laws or codes.

### 3. Facility Standards

Streets and roads shall meet the following standards:

- a. The streets and roads necessary for the Project are those shown on the Conceptual Plan, as it may be amended in connection with the approval of any Phase. All onsite streets and roads and offsite road improvements shall be constructed or installed in accordance with the standards set forth in the Land Development Regulations and as herein described, and the schedule and timing for the construction of onsite streets and roads and offsite road improvements shall be governed by the terms of the Development Agreement.
- b. Streets shall have a minimum ROW width of fifty (50) feet, a minimum pavement width of twenty-four (24) feet and a minimum lane width of ten (10) feet. All streets shall be inspected by a third-party special inspector to verify and document the streets have been constructed according to South Carolina Department of Transportation Standard Specification for Highway construction manual. Upon dedication of the streets the city for public use, the developer will provide the City with a two-year maintenance bond for all dedicated streets. Cul-de-sacs shall not exceed 1,800 feet in length. The closed end of a cul-de-sac shall be a minimum of 100 feet in diameter as measured from back of curb. Any cul-de-sac that is over 1,000 feet long shall have six (6) inch water lines and fire hydrants at least every 500 feet.
- c. Provide adequate street and area lighting for the Project using decorative light poles spaced no more than 300 feet apart and at all street intersections. The location and specifications must receive prior approval by the Utilities Director of the City (approval shall not be unreasonably withheld, conditioned or delayed). The type of light poles have been approved pursuant to the Development Agreement.

- d. Sidewalks compliant with American with Disabilities Act standards shall be installed in accord with Section 720 of the Standard Specifications for Highway Construction Manual, latest edition, as amended, if sidewalks are constructed by the Developer at its election; but, for the avoidance of doubt, sidewalks shall not be required for the Project. The minimum width of sidewalks shall be five (5) feet. Sidewalks shall be placed parallel to streets, with exceptions permitted to preserve natural features or to provide visual interest where required for pedestrian safety. The maintenance of all sidewalks shall be the sole responsibility of the established Property Owner's Association to be established in connection with the development (the "POA").
- e. Traffic Signs and Street signs shall be installed meeting the standards of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the U.S. Department of Transportation. The location, type, and specifications must receive prior approval by the Utilities Director of the City (which approval shall not be unreasonably withheld, conditioned or delayed). The City will install street name signs only at the City's cost and expense.

4. Utility infrastructure shall meet the following standards:

- a. All utilities installed in the Project shall be located underground or as otherwise approved by the Utilities Director (which approval shall not be unreasonably withheld, conditioned or delayed).
- b. All stormwater infrastructure installed shall be constructed in accordance with standard set forth in the Land Development Regulations of the City and all requirements of the SC Department of Health & Environmental Control. The Property Owner shall pay all costs associated with the planning, engineering, construction and installation of Project's stormwater infrastructure.
- c. All water and sewer infrastructure shall be constructed in accordance with standard set forth in the Land Development Regulations of the City and all requirements of the SC Department of Health & Environmental Control. The sanitary sewer system shall be designed and built to handle the necessary flow at build out of the Project. The Developer shall be responsible for installation of any sewer lift stations that may be required, as well as the backup generators for each lift station. The Property Owner shall pay all costs associated with the planning, engineering, construction and installation of Project's water and sewer infrastructure.
- d. Fire department access and fire hydrants shall be installed in accordance with section 156.053 of the Land Development Regulations. The model of fire hydrant shall be approved by the Fire Chief of the City prior to installation.
- e. The City shall be only be responsible for maintenance of public utilities, whether located in the street ROW or not. Stormwater retention or detention ponds located outside of the street ROW shall be maintained by the POA.
- f. All electric infrastructure shall be constructed or installed in accordance with the standards set forth in the Land Development Regulations. The

responsibility for the planning, acquisition, construction, and installation of all electric infrastructure is governed by the Development Agreement.

- g. The Developer shall provide a ten-foot easement along the front property line of each lot to locate electrical service to the extent necessary.

5. Recreational amenities shall comply with the following standards:

- a. A community clubhouse with a farmhouse aesthetic to fit with the equestrian theme of the community prior to receiving the certificate of occupancy for the 200<sup>th</sup> single family residence of the Project.
- b. Eight pickle ball courts, two pocket parks, a fire pit, a pavilion, and a tot lot for use by residents and their guests prior to receiving the certificate of occupancy for the 200<sup>th</sup> single-family residence of the Project. Amenities must endeavor to be of high-quality design. Rather than resorting to uninspired designs thought should be given to the design of amenities so they are attractive for long-term use and contemporary design. Examples of designs that have and have not accomplished that include:



- c. Walking trails, including those walking trails that shall be open to public use (“Public Trails”) and those walking trails that shall be available for use only by residents of the Project (“Private Trails”) shall be constructed to serve the project as shown and identified on the Conceptual Plan include in Attachment 2 of this MPD.
- d. The Property Owner shall construct the Public Trails to connect the Project to the adjacent walking trails in Scott Park prior to the issuance of the certificate of occupancy for the 120<sup>th</sup> single-family residence of the Project. All Public Trails shall be concrete or asphalt and shall otherwise be constructed in accordance with the standards of this MPD. All Public Trails shall be open to public use.
- e. The Property Owner shall construct the Private Trails as necessary to serve the Project. The layout of the Private Trails may be amended with respect to any

phase of the Project. Private Trails may be designed and constructed as the Property Owner may determine, including determining the surface thereof.

- f. The maintenance of all recreation amenities, except Public Trails which shall be dedicated to the City, shall be the responsibility of the POA.

## 6. Preliminary Development Schedule

The preliminary development schedule and timing requirements for the completion of roads, infrastructure, buffer yards, and any other proposed improvements for general use is set forth in Sections 4.03 and 5.01 of the Development Agreement and is hereby incorporated herein by reference and is subject to the terms thereof.

**Attachment 1**

Zoning Ordinance of the City of Camden  
Effective as of [●], 2024

## **Attachment 1**

### CHAPTER 157: ZONING

#### Section

#### Authority and Purpose

- 157.001 Authority and title
- 157.002 Purpose
- 157.003 [Reserved]
- 157.004 Establishment of official zoning map
- 157.005 Amendments to the official zoning map
- 157.006 Conflict with other ordinances
- 157.007 Severability
- 157.008 Repeal of conflicting ordinances
- 157.009 Exceptions
- 157.010 Effective date

#### Applicability and Conformity

- 157.018 Jurisdiction
- 157.019 General applicability
- 157.020 Conformity

#### Zoning District Regulations

- 157.025 Zoning districts established
- 157.026 Purpose of districts
- 157.027 Interpretation of district boundaries
- 157.028 Zoning classification of annexed territory
- 157.029 Zoning district table of permitted uses
- 157.030 Overlay districts
- 157.031 Planned Development District (PDD)
- 157.032 Master Planned District (MPD)

#### Conditional Use Regulations

- 157.038 Application
- 157.039 Manufactured housing
- 157.040 Mobile homes
- 157.041 Manufactured home parks (NAICS 53119)
- 157.042 Townhouses
- 157.043 Patio homes and zero lot line housing
- 157.044 Bed and breakfast homes (NAICS 721191)
- 157.045 Accessory apartments
- 157.046 Manufacturing uses (NAICS 311-339), publishing industries (511), mining (NAICS 211-213), and waste collection, treatment, disposal and remediation uses (NAICS 5621, 5622 and 5629)
- 157.047 Mini-warehouses (NAICS 53113)
- 157.048 Communication towers and antennas (NAICS 5172)
- 157.049 Scrap, waste and recyclable materials (NAICS 42393, 42511, 42512) and used motor vehicle parts (NAICS 42314, 44131)
- 157.050 Tattoo parlors (NAICS 812199)
- 157.051 Sexually oriented businesses (NAICS 812199)
- 157.052 Recreational vehicle parks and recreational camps (NAICS 7212)
- 157.053 Check cashing establishments, title loan lenders and deferred presentment lenders (NAICS 52239)
- 157.054 Residential uses in CBD and EQ Districts
- 157.055 Open storage areas
- 157.056 Commercial equine uses (NAICS 11292 and 711212)
- 157.057 Temporary uses
- 157.058 Animal production (NAICS 112111, 11212, 11213, 1124, 1129)
- 157.059 Home occupations
- 157.060 Accessory structures and uses
- 157.061 Hunting
- 157.062 Satellite dishes and other antennas accessory to residential uses
- 157.063 Mobile food vending

## Area, Density, Dimensional and Height Requirements

- 157.076 Purpose, intent and applicability
- 157.077 Conformance
- 157.078 Airport height requirements
- 157.079 Modification of requirements
- 157.080 Yard measurements, buildable area
- 157.081 Structures and projections into required yards and rights-of-way
- 157.082 Lot area, width and setback requirements
- 157.083 Yard and setback modifications
- 157.084 Height, impervious surface and density requirements

## Design Standards

- 157.093 Purpose and applicability
- 157.094 Design standards for buildings
- 157.095 Design standards for lots
- 157.096 Design standards for services and utilities

## Sign Regulations

- 157.103 Purpose
- 157.104 Applicability and conformance
- 157.105 Standards applicable to all signs
- 157.106 Signs on private property
- 157.107 Requirements for permanent signs
- 157.108 Common signage plan required
- 157.109 Temporary signs
- 157.110 Flags
- 157.111 Exempt signs
- 157.112 Prohibited signs
- 157.113 Signs in the public right-of-way
- 157.114 Application requirements for sign permits

157.115 Signs forfeited

157.116 Non-conforming signs

157.117 Abandoned signs

#### Parking and Loading Regulations

157.123 Parking requirements

157.124 Off-street loading

#### Landscaping, Buffers, Open Space and Tree Conservation

157.136 Intent

157.137 Landscaping standards

157.138 Buffers

157.139 Screening

157.140 Open space

157.141 Tree conservation

#### Performance Standards

157.148 Purpose

157.149 Light and glare

157.150 Odor

157.151 Vibration

157.152 Performance standards for manufacturing, mining, and waste collection, treatment, disposal and remediation

#### Development Agreements

157.165 Purpose and intent

157.166 Applicability

157.167 Minimum requirements

157.168 Contents of agreement

157.169 Amendment and termination

157.170 Consistency

157.171 Public hearings

- 157.172 Adoption
- 157.173 Recording
- 157.174 Required review; failure to cure material breach
- 157.175 Compliance with state and federal laws

#### General Provisions and Regulations

- 157.182 Use of land or structures
- 157.183 Grading and clearing
- 157.184 Street frontage and access required
- 157.185 One principal building per lot; exceptions
- 157.186 Lot size
- 157.187 Building type
- 157.188 Standards for construction; developer responsibility
- 157.189 Driveways
- 157.190 Negative access easements prohibited
- 157.191 Visibility at intersections; site triangle
- 157.192 Measurements
- 157.193 Nonconformities
- 157.194 Low impact design required
- 157.195 Residential clustering permitted
- 157.196 Affordable housing
- 157.197 Murals

#### Administration and Enforcement

- 157.211 Administration
- 157.212 Enforcement

#### Definitions

- 157.219 General terms
- 157.220 Definitions

## AUTHORITY AND PURPOSE

### § 157.001 AUTHORITY AND TITLE.

In accordance with authority conferred by the Comprehensive Planning Enabling Act of 1994, codified at Title 6, Chapter 29 of Code of Laws of South Carolina 1976, as amended, the City Council of the City of Camden, hereinafter referred to as the "Council," the governing body of the City of Camden, South Carolina, hereinafter referred to as the "city," hereby ordains and enacts into law the following articles and sections, which shall comprise and be known as the Zoning Ordinance of the City of Camden, South Carolina, hereinafter referred to as the "Zoning Ordinance."

(Ord. 15-002, passed 2-24-15)

### § 157.002 PURPOSE.

This Zoning Ordinance is adopted for the purpose of promoting public health, safety, morals, convenience, order, appearance, prosperity and general welfare; lessening congestion in the streets, securing safety from fire; providing adequate light, air, and open space; preventing the overcrowding of land; avoiding undue concentrations of population; facilitating the creation of a convenient, attractive and harmonious community; protecting and preserving scenic, historic and ecologically sensitive areas; and facilitating the provision of public services, affordable housing, and disaster evacuation, in harmony with the adopted City of Camden, South Carolina Comprehensive Plan, as it may be amended or updated from time to time, hereinafter referred to as the Comprehensive Plan.

(Ord. 15-002, passed 2-24-15)

### § 157.003 [RESERVED]

### § 157.004 ESTABLISHMENT OF OFFICIAL ZONING MAP.

(A) The boundaries of the zoning districts established by this chapter are shown on the official zoning map which shall be identified by the signature of the Mayor and maintained in the office of the City Planner. The official zoning map and all amendments, certifications, citations and other matters entered onto the official zoning map are hereby made a part of this Zoning Ordinance and have the same legal effect as if fully set out herein.

(B) No change of any nature shall be made on the official zoning map or matters shown thereon except in conformity with the procedures set forth in this Zoning Ordinance. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this Zoning Ordinance and shall be punishable as provided by law.

(Ord. 15-002, passed 2-24-15)

§ 157.005 AMENDMENTS TO THE OFFICIAL ZONING MAP.

Amendments to the official zoning map shall be adopted by chapter as provided for by § 157.211(H). Promptly after the adoption of an amendment the City Planner shall alter or cause to be altered the official zoning map to indicate the amendment and the effective date of the chapter amending the map.

(Ord. 15-002, passed 2-24-15)

§ 157.006 CONFLICT WITH OTHER ORDINANCES.

If the provisions of this Zoning Ordinance conflict with the provisions of any other validly enforceable ordinance(s), the most stringent or restrictive provisions shall control.

(Ord. 15-002, passed 2-24-15)

§ 157.007 SEVERABILITY.

Should any specific section, standard or provision of this Zoning Ordinance, including any zoning district boundary that now exists or may exist in the future, be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Zoning Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional. The other portions of these regulations not affected by any such decision of the court shall remain in full force and effect.

(Ord. 15-002, passed 2-24-15)

§ 157.008 REPEAL OF CONFLICTING ORDINANCES.

All ordinances and parts of ordinances in conflict herewith are repealed to the extent necessary to give this Zoning Ordinance full force and effect.

(Ord. 15-002, passed 2-24-15)

§ 157.009 EXCEPTIONS.

Facilities and/or properties owned and/or operated by the city shall be exempt from the requirements of this chapter.

(Ord. 15-002, passed 2-24-15)

§ 157.010 EFFECTIVE DATE.

These regulations shall become effective upon the date of their adoption by the Council.

(Ord. 15-002, passed 2-24-15)

APPLICABILITY AND CONFORMITY

§ 157.018 JURISDICTION.

The provisions of this chapter shall be applicable throughout the legally recorded corporate limits of the city, hereinafter referred to as the "city limits" as existing at the time of the adoption of this Zoning Ordinance or as they may hereafter be altered.

(Ord. 15-002, passed 2-24-15)

§ 157.019 GENERAL APPLICABILITY.

No building, structure, sign, or land shall be used, graded, excavated, occupied, or altered; nor shall any building, structure, or part thereof be erected, painted, constructed, reconstructed, moved, enlarged, or structurally altered; nor shall any changed use be established for any building, structure, or land, unless in conformity with the general provisions of this chapter and the specific provisions for the district in which such building, structure or land is located, except as otherwise specifically provided for by this Zoning Ordinance. If a building permit, zoning permit, or any other permit is required for any of these activities, it must be lawfully obtained prior to commencement of any such activity. No principal or accessory structure used for bona fide farm purposes and located more than 250 feet from the nearest property line abutting a residential use shall be subject to the design, height, or size requirements specified in this chapter that would otherwise be applicable to such structure.

(Ord. 15-002, passed 2-24-15)

§ 157.020 CONFORMITY.

(A) Building permits. No building permit shall be issued for construction or alteration of a new or existing structure located within the City Limits of Camden until the Zoning Administrator or other designated administrative official has determined it meets the requirements of this section.

(B) Other laws. No building, structure, sign, or land shall be used, graded, excavated, occupied, or altered; nor shall any building, structure, or part thereof be erected, painted,

constructed, reconstructed, moved, enlarged, or structurally altered; nor shall any changed use be established for any building, structure, or land, unless in conformity with any applicable county, state and federal laws pertaining to such. Nothing herein shall require the city to check for conformity with the laws of other jurisdictions prior to issuing any approvals or permits provided for hereunder; however, demonstration of compliance may be required as part of the permitting or approval process. Notice that an existing structure or use violates the laws of any other jurisdiction shall be grounds for enforcement action by the city as a violation of this chapter.

(Ord. 15-002, passed 2-24-15)

## ZONING DISTRICT REGULATIONS

### § 157.025 ZONING DISTRICTS ESTABLISHED.

The following districts are hereby established for use in the city limits of the city, in accordance with the Comprehensive Plan.

|            |  |
|------------|--|
| Map Symbol | Primary Zoning Districts                           |
| Map Symbol | Primary Zoning Districts                           |
| R-E        | Residential Estate District                        |
| R-15       | Single-Family Residential District, Low Density    |
| R-10       | Single-Family Residential District, Medium Density |
| R-6        | Residential District, High Density                 |
| R-6S       | Single-Family Residential District, High Density   |
| OI         | Office-Institutional District                      |
| CBD        | Central Business District                          |
| GBD        | General Business District                          |
| LBD        | Limited Business District                          |
| IND        | Industrial Business District                       |
| CMU        | Commercial Mixed Use District                      |
| EQ         | Equine District                                    |
| PDD        | Planned Development District                       |

Map Symbol Overlay Districts

|     |                             |
|-----|-----------------------------|
| HOD | Historic Overlay District   |
| COL | Corridor Overlay District   |
| COM | Commercial Overlay District |
| DC  | Downtown Core District      |

(Ord. 15-002, passed 2-24-15; Am. Ord. 2021-012, passed 6-22-21)

#### § 157.026 PURPOSE OF DISTRICTS.

All areas within the city limits of the city are divided into zoning districts, within which the use of land and water areas; the location, height, bulk, appearance and use of structures; the provision of parking and loading areas; and the provision of buffers, landscaping and screening are regulated as herein provided. Collectively, these districts are intended to advance the purposes of this Zoning Ordinance as stated in § 157.002-Purpose. Individually, each district is designed and intended to accomplish the following more specific objectives.

(A) Primary districts. Each primary zoning district serves a different purpose and imposes its own set of requirements and restrictions on the use of land within the district in addition to the general requirements and restrictions imposed on all land or uses within the city.

(1) R-E, Residential Estate District. The R-E Residential District is intended to foster, preserve and protect areas of the community in which the principal use of land is for detached, single-family dwellings, and limited residential support facilities at very low densities.

(2) R-15, Low Density, Single-family Residential District. The R-15 Residential District is intended to foster, preserve, and protect at low densities areas of the community in which the principal use of land is for detached, single-family dwellings, and limited residential support facilities.

(3) R-10, Medium Density Residential District. The R-10 Residential District is intended to foster, protect and accommodate single-family and two-family residential development, and limited residential support facilities in areas so designated.

(4) R-6, High Density Residential District. The R-6 Residential District is intended to accommodate higher density residential development and a variety of housing types on small lots or in project settings, in areas accessible by major streets and in proximity to commercial uses and employment opportunities.

(5) R-6S, High Density, Single-Family Residential District. The R-6S Residential District is intended to foster, preserve, and protect at higher densities areas of the community in which the principal use of land is for detached, single-family dwellings, and limited residential support facilities.

(6) OI, Office and Institutional District. The OI District is intended to accommodate office, institutional and residential uses in areas whose character is mixed or in transition. It is designed principally for use along major streets and subdivision borders characterized by older houses to help ameliorate the consequences of change impacting these areas, and to provide a transitional buffer between potentially incompatible commercial and residential development.

(7) CBD, Central Business District. The CBD District is intended to promote the concentration and vitality of commercial and business uses in core commercial areas and as such, encourages a mixture of complementary uses and a pedestrian orientation. This district is characterized by wall-to-wall and lot-line-to-lot-line development, pedestrian walkways, and off-street public parking lots.

(8) GBD, General Business District. The GBD District is intended to provide for the development and maintenance of commercial and business uses to serve the community and the larger midlands region. Toward this end, a wide range of business and commercial uses are permitted herein.

(9) LBD, Limited Business District. The LBD District is intended to meet the commercial and service needs generated by nearby residential areas. Goods and services normally available in this district are of the "convenience variety." The size of these districts should relate to surrounding residential markets and the locations should be at or near major intersections, in proximity to residential areas and/or on the periphery of residential areas, moderating transition between residential and commercial uses.

(10) IND, Industrial District.

(a) The intent of the IND District is to accommodate retail, wholesaling, distribution, storage, processing and manufacturing uses in an environment suited to such uses and operations while promoting land use compatibility through the application of performance standards within and beyond the boundaries of this district.

(b) Toward these ends, residential development is not permitted herein, nor is the establishment of this district on a street providing primary access to or traversing a residential district.

(11) CMU, Commercial Mixed Use District. The intent of this multiple use district is to provide for the development and maintenance of commercial, business and other complementary uses in strategic locations to serve the traveling public without negatively impacting surrounding land uses or environmental resources.

(12) EQ, Equine District. The intent of the Equine District is to accommodate and promote present and future equine activities including, but not limited to, training, racing, and showing of horses, donkeys, or other related activities in an environment compatible with surrounding properties. This district is intended primarily for large tracts of land devoted to or developed for equine and related activities.

(13) PDD, Planned Development District.

(a) The intent of the Planned Development District is to encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance the public health, safety, morals, and general welfare of the population.

(b) Within the PDD, regulations adapted to unified planning and development are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree than instances in which such regulations are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment.

(c) In view of the substantial public advantage of "planned development," it is the intent of these regulations to promote and encourage or, where applicable, to require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts.

(B) Overlay districts. Overlay districts are established to provide for certain additional requirements or to establish special development requirements for permitted uses. Where overlay districts exist and there is a conflict between the requirements specified between the overlay district and the underlying primary district, the standards and requirements of the overlay district shall prevail. Otherwise, the standards and requirements of the underlying primary district shall also be in effect for any area additional zoned as an overlay district. Each overlay district is identified on the official zoning map of the city.

(1) Historic Overlay District (HOD). The Historic Overlay District is designed and intended to promote the educational, cultural, economic and general welfare of the community by providing a mechanism for the identification, recognition, preservation, maintenance, protection and enhancement of existing historic and architecturally valuable structures and properties which serve as visible reminders of the social, cultural, economic, political and/or architectural past, thereby:

(a) Fostering civic pride;

(b) Preserving local heritage;

(c) Fostering public knowledge and appreciation of structures and areas which provide a unique and valuable perspective on the social, cultural, and economic mores of past generations;

(d) Fostering architectural creativity by preserving physical examples of outstanding architectural techniques of the past; and

(e) Encouraging new structures and development that will be harmonious with existing structures, properties and sites included in the districts.

(2) Corridor Overlay District (COL). The purpose of the Corridor Overlay District is to provide protection for significant buildings and sites and to provide for architectural cohesion within the designated corridors by regulating the type of construction and the

design of other buildings which are in proximity to historically significant buildings or sites.

(3) Commercial Overlay District (COM). The purpose of the Commercial Overlay District is to protect and enhance the aesthetic and visual character of all commercial development within the primary commercial corridors of the city.

(4) Downtown Core Overlay District (DC). The Downtown Core is intended to protect and maintain the character of the core of the downtown commercial district. Buildings located in this overlay district are commercial or mixed-use and primarily have a shopfront style facade.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2021-012, passed 6-22-21)

#### § 157.027 INTERPRETATION OF DISTRICT BOUNDARIES.

Where uncertainty exists as to the boundaries of districts shown on the official zoning map, the following rules shall apply.

(A) Boundaries indicated as approximately following the center lines of streets, highways, alleys, or public utility easements shall be construed to follow such center lines.

(B) Boundaries indicated as approximately following platted lot or tract lines shall be construed as following such lines, whether public or private.

(C) Boundaries indicated as approximately following political lines shall be construed as following such lines.

(D) Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks.

(E) Boundaries indicated as approximately following the center lines of natural barriers such as, rivers and streams, shall be construed to follow such center lines.

(F) Boundaries indicated as parallel to, or extensions of features indicated in divisions (A) through (E) above shall be so construed. If distances are not specifically indicated on the official zoning map, or in other circumstances not covered by divisions (A) through (E) above, the boundaries shall be determined by the use of scale of such map.

(G) Where uncertainties continue to exist after the application of the rules in this section, appeal for clarification may be taken to the Board of Zoning Appeals with jurisdiction for such matters.

(Ord. 15-002, passed 2-24-15)

#### § 157.028 ZONING CLASSIFICATION OF ANNEXED TERRITORY.

On property to be annexed into the corporate limits by petition, as provided for in S.C. Code §§ 5-3-10, et seq., the zoning classification shall be determined for the annexed property subject to the following procedures:

(A) Upon receipt of a petition for annexation of property into the city limits, the Planning Commission shall make a recommendation to the Council regarding the appropriate zoning classification for the property to be annexed in accordance with § 157.211(H)-Amendments. Prior to making such recommendation to the City Council, the Planning Commission shall conduct a public hearing on the matter pursuant to the requirements of § 157.211(H). Upon receipt of a recommendation by the Planning Commission, Council shall then take final action regarding the annexation of the subject property.

(B) A petitioner may withdraw the petition prior to final adoption of the annexation ordinance by City Council.

(C) City Council shall assign an interim zoning designation in the annexation ordinance. Immediately thereafter, the City Planner shall initiate zoning amendment procedures to establish or confirm the appropriate zoning classification for the annexed property.

(Ord. 15-002, passed 2-24-15)

#### § 157.029 ZONING DISTRICT TABLE OF PERMITTED USES.

(A) Establishment of table. The uses permitted in the residential, mixed use and nonresidential zoning districts established by § 157.025 are set forth in the Table of Permitted Uses provided in § 157.029 (D).

(B) Determination of use category.

(1) The North American Industry Classification System (NAICS), 2012, as amended, is the basis for determining the use of property permitted by the various zoning districts. The Zoning Administrator shall make a determination as to whether or not any proposed use is permitted within the city limits based on the uses listed in division (D) of this section. Whenever it is not clear whether a proposed use is or is not permitted, the Zoning Administrator shall consult the latest version of the NAICS to help make a determination. Any use not specifically listed in division (D) of this section and any proposed use not substantially similar to a listed use as determined by the Zoning Administrator after consultation with the latest version of the NAICS shall be deemed to be prohibited.

(2) Uses not listed in the NAICS codes are identified by the symbol "NA" (not applicable) in the NAICS column.

(3) Where the symbol "P" is shown, the use to which it refers is permitted as a use by right in the indicated district, provided it otherwise complies fully with all applicable development standards and requirements of this Zoning Ordinance.

(4) Where the symbol "C" is shown, the use to which it refers is conditionally permitted in the indicated district, subject to applicable conditions and requirements contained in §§

157.038 through 157.062, which requirements are referenced by section number following each conditionally permitted use.

(5) Where a dash (-) is shown on the table, the use to which it refers is not permitted in the indicated district.

(C) Determination of principal use. The Zoning Administrator shall make a determination as to whether or not any proposed use is permitted within the city limits based on the uses listed in the Table of Permitted Uses. When multiple principal uses are proposed for a development site, each principal use is classified separately and is subject to all applicable regulations for that use. Whenever it is not clear whether a proposed use is or is not permitted, the Zoning Administrator shall consult the latest version of the NAICS to help make a determination. Any use not specifically listed in the Permitted Uses Table and any proposed use not substantially similar to a listed use as determined by the Zoning Administrator after consultation with the NAICS shall be deemed to be prohibited.

(D) Table of Permitted Uses.

Note: This table may be best viewed in PDF. Click [TABLE OF PERMITTED USES](#)

Use

P = Permitted C = Conditional Dash(-) = Not Permitted

2012 NAICS

RE

R-15

R-10

R-6

R-6S

OI

CBD

GBD

LBD

IND

CMU

EQ

CU References

Use

P = Permitted C = Conditional Dash(-) = Not Permitted

2012 NAICS

RE

R-15

R-10

R-6

R-6S

OI

CBD

GBD

LBD

IND

CMU

EQ

CU References

RESIDENTIAL USES

Duplexes

NA

-

-

P

P

-

P

-

P

P

-

P

-

Manufactured Home Parks

53119

-

-

-

C

-

-

-

-

-

-

C

-

157.041

Manufactured Housing

NA

-

-

-

C

-

-

-

-

-

-

C

-

157.039

Mobile Homes

NA

-

-

-

-

-

-

-

-

-

-

-

-

157.040

Multi-Family Dwellings

NA

-

-

-

P

-

-

C

P

-

-

P

C

157.054

Patio Homes and Zero Lot Line Housing

NA

-

C

C

C

-

-

-

C

-

-

C

-

157.043

Single-family Detached Dwellings

NA

P

P

P

P

P

P

C

P

P

-

P

C

157.054

Townhouses

NA

-

-

-

C

-

-

C

C

-

-

C

-

157.042

ACCESSORY USES TO RESIDENTIAL USES

Accessory Apartments

NA

C

C

C

C

C

C

-

C

C

-

C

-

157.045

Animal Shelters and Pens, Domestic (except for Horses, see Horse Stables)

NA

C

C

C

C

C

C

-

C

C

-

C

C

157.060

Bathhouses and Cabanas

NA

C

C

C

C

C

C

-

C

C

-

C

C

157.060

Bed and Breakfast Home

721191

C

C

C

C

C

-

-

-

-

-

-

-

157.044

Coin Operated Laundry, Office in Multi-family Project or Manufactured Home Park (for use by residents only)

NA

-

-

-

P

-

-

-

P

-

-

P

-

Family Day Care Home

624410

-

P

P

P

P

P

P

P

P

-

P

-

Fences and Walls

NA

C

C

C

C

C

C

C

C

C

-

C

C

157.060

Home Occupation

NA

C

C

C

C

C

C

C

C

C

-

C

C

157.059

Horse Stables, Horses for Personal Recreational Use

NA

C

C

C

C

C

C

-

C

-

-

C

C

157.060

Horticulture, Gardening

NA

P

P

P

P

P

P

-

P

P

-

P

-

Non-commercial Greenhouses

NA

C

C

C

C

C

C

-

C

C

-

C

-

157.060

Piers, Docks

NA

P

P

P

P

P

P

P

P

P

P

P

P

Private Garage and Carport

NA

C

C

C

C

C

C

C

C

C

-

C

C

157.060

Satellite Dishes, etc.

NA

C

C

C

C

C

C

C

C

C

C

C

C

157.062

Storage Building, Auxiliary Shed, Workshop

NA

C

C

C

C

C

C

C

C

C

-

C

C

157.060

Swimming Pool, Tennis Courts

NA

C

C

C

C

C

C

-

C

C

-

C

-

157.060

ACCESSORY USES TO NON-RESIDENTIAL USES

Buildings, Structures

NA

-

-

-

-

-

P

P

P

P

P

P

P

Fences and Walls

NA

C

C

C

C

C

C

C

C

C

C

C

C

157.060

Open Storage

NA

-

-

-

-

-

-

-

C

-

C

C

C

157.055

Upper Story Residential

NA

-

-

-

-

-

-

C

-

-

-

-

-

157.054

ACCOMMODATION AND FOOD SERVICES

Bed and Breakfast Inn

721191

-

-

-

-

-

P

P

P

P

-

P

P

Drinking Places

7224

-

-

-

-

-

-

P

P

-

-

P

-

Full and Limited Service Restaurants

7221

7222

-

-

-

-

-

-

P

P

P

P

P

-

Hotels and Motels

72111

-

-

-

-

-

-

P

-

-

-

P

-

Mobile food vending

722330

-

-

-

-

-

-

C

C

C

C

C

-

157.063

Rooming and Boarding Houses

72131

-

-

-

P

-

-

-

-

P

-

P

-

RV Parks and Recreational Camps

7212

-

-

-

-

-

-

-

-

-

-

C

-

157.052

Special Food Services, except for Mobile Food Services (NAICS 72233)

7223

-

-

-

-

-

-

-

P

-

P

P

-

ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES

Administrative and Support Services

561

-

-

-

-

-

-

-

P

-

P

P

-

Business Support Services

5614

-

-

-

-

-

-

P

P

-

P

P

-

Employment Services

5613

-

-

-

-

-

-

P

P

P

-

P

-

Investigation, Security Services

5616

-

-

-

-

-

-

P

P

P

-

P

-

Landscape and Horticultural

56173

-

-

-

-

-

-

-

P

-

P

P

-

Remediation and Other Waste Treatment and Disposal

5629

-

-

-

-

-

-

-

-

-

C

-

-

157.046

Salvaging, Scrap Steel Cutting

56292

-

-

-

-

-

-

-

-

-

C

-

-

157.049

Services to Buildings and Dwellings

5617

-

-

-

-

-

-

-

P

-

P

P

-

Travel Arrangement and Reservation Services

5615

-

-

-

-

-

P

P

P

P

P

-

-

Waste Collection

5621

-

-

-

-

-

-

-

-

-

C

-

-

157.046

Waste Management and Remediation Services

562

-

-

-

-

-

-

-

-

-

P

P

-

Waste Treatment and Disposal

5622

-

-

-

-

-

-

-

-

-

C

C

-

157.046

AGRICULTURE, FORESTRY, FISHING AND HUNTING

Animal Feeding Operation, including Poultry

112112

112210

1123



11212

11213

-

-

-

-

-

-

-

-

-

C

-

-

157.058

Crop Production

111

-

-

-

-

-

-

-

-

-

P

P

-

Fishing, Hunting, Trapping

114

-

-

-

-

-

-

-

-

-

C

C

-

157.061

Forestry and Logging

113

-

-

-

-

-

-

-

-

-

P

P

-

Hog and Pig Farming

1122

-

-

-

-

-

-

-

-

-

-

-

-

-

Horses and Other Equine, Commercial Uses

11292

-

-

-

-

-

-

-

C

-

C

C

C

157.056

Other Animal Production, except for Horses and Other Equine

1129

-

-

-

-

-

-

-

-

-

C

-

-

157.058

Poultry and Egg Production

1123

-

-

-

-

-

-

-

-

-

-

-

-

Sheep and Goat Farming

1124

-

-

-

-

-

-

-

-

-

-

C

-

-

157.058

Support Activities for Animal Production

1152

-

-

-

-

-

-

-

P

-

P

P

P

Support Activities for Crop Production

1151

-

-

-

-

-

-

-

-

-

P

P

-

Support Activities for Forestry

1153

-

-

-

-

-

-

P

P

P

P

P

-

ARTS, ENTERTAINMENT AND RECREATION

All other Amusement and Recreation Industries

71399

-

-

-

-

-

-

-

P

-

-

P

-

Amusement Parks, Arcades

7131

-

-

-

-

-

-

-

P

-

-

P

-

Arboreta and Botanical Gardens

71213

-

-

-

-

-

-

-

P

-

-

P

-

Bowling Centers

71395

-

-

-

-

-

-

-

P

-

-

P

-

Fitness and Recreation Sports Centers

71394

-

-

-

-

-

-

P

P

P

-

P

-

Golf Courses (public and private) and Country Clubs

71391

P

P

P

P

P

-

-

P

-

-

P

-

Historical Sites

71212

-

P

P

P

P

P

P

P

P

-

P

P

Horse Racing, Training Only

711212

-

-

-

-

-

-

-

C

-

-

C

C

157.056

Independent Artists, Writers, Performers

7115

-

-

-

-

-

P

P

P

P

P

P

-

Marinas

71393

-

-

-

-

-

-

-

-

-

-

P

-

Museums and Art Galleries (not retail)

71211

-

P

P

P

P

P

P

P

P

-

P

-

Nature Parks

71219

-

-

-

-

-

-

-

P

-

-

P

-

Other Gambling Industries

713290

-

-

-

-

-

-

-

P

-

-

P

-

Performing Arts Companies

7111

-

-

-

-

-

-

P

P

-

-

P

-

Public Parks, Playgrounds, Community Centers

71399

P

P

P

P

P

P

P

P

P

-

P

-

Spectator Sports (Commercial)

7112

-

-

-

-

-

-

-

P

-

-

P

-

Tennis and Swimming Clubs

71391

P

P

P

P

P

-

-

P

-

-

P

-

Zoos

71213

-

-

-

-

-

-

-

P

-

P

-

-

CONSTRUCTION

Building Construction, Contractors

236

-

-

-

-

-

-

-

P

-

P

P

-

Heavy and Civil Engineering Construction

237

-

-

-

-

-

-

-

-

-

P

P

-

Special Trade Contractors

238

-

-

-

-

-

-

-

P

-

P

P

-

EDUCATIONAL SERVICES

Business Schools, Computer and Management Training

6114

-

-

-

-

-

P

P

P

P

-

P

-

Colleges, Universities, Professional Schools

6112

6113

-

-

-

-

-

P

P

P

P

-

P

-

Educational Support Services

6117

-

-

-

-

-

P

P

P

P

-

P

-

Elementary Schools

6111

-

P

P

P

P

P

P

P

P

-

P

-

Other Schools and Instruction

6116

-

-

-

-

-

P

P

P

P

-

P

-

Secondary Schools

6111

-

P

P

P

P

P

P

P

P

-

P

-

Technical and Trade Schools

6115

-

-

-

-

-

P

P

P

P

P

P

-

## FINANCE AND INSURANCE

### Activities Related to Credit Intermediation

5223

-

-

-

-

-

P

P

P

P

-

P

-

### Agencies, Brokerages and Other Insurance Related Activities

5242

-

-

-

-

-

P

P

P

P

-

P

-

Check Cashing Establishment, Title Loan Lender and Deferred Presentment Lender

52239

-

-

-

-

-

-

-

C

-

-

C

-

157.053

Depository Credit Intermediation - Banks, Savings Inst., Credit Unions

5221

-

-

-

-

-

P

P

P

P

P

P

-

Funds, Trusts, and Other Financial Vehicles

525

-

-

-

-

-

P

P

P

P

-

P

-

Insurance Carriers

5241

-

-

-

-

-

P

P

P

P

-

P

-

Insurance Carriers and Related Activities

524

-

-

-

-

-

P

P

P

P

-

P

-

Non-depository Credit Intermediation

5222

-

-

-

-

-

P

P

P

P

P

P

-

Pawn Shops

522298

-

-

-

-

-

-

P

P

-

-

P

-

Securities, Commodity Contracts, Other Financial Investment and Related Activities

523

-

-

-

-

-

P

P

P

P

-

P

-

HEALTH CARE AND SOCIAL ASSISTANCE

Child and Adult Care Services

6244

62412

-

-

-

P

-

P

P

P

P

-

P

-

Community Care Facilities for the Elderly

6233

-

-

-

P

-

P

P

P

P

-

P

-

Community Food, Housing, Emergency, and Other Relief Services

6242

-

-

-

-

-

-

P

P

P

-

P

-

Home Health Care Services

6241

-

-

-

-

-

P

P

P

-

-

P

-

Hospitals

622

-

-

-

-

-

P

-

P

P

-

P

-

Individual and Family Services

6241

-

-

-

-

-

-

P

P

P

-

P

-

Medical and Diagnostic Laboratories

6215

-

-

-

-

-

P

P

P

P

P

P

-

Nursing Care Facilities

6231

-

-

-

P

-

P

P

P

P

-

P

-

Offices of Physicians, Dentists and Other Health Practitioners

6211

6212

6213

-

-

-

-

-

P

P

P

P

-

P

-

Other Ambulatory Health Care Services

6219

-

-

-

-

-

P

P

P

P

-

P

-

Other Residential Care Facilities

6239

-

-

-

P

-

P

P

P

P

-

P

-

Outpatient Care Centers

6214

-

-

-

-

-

P

P

P

P

-

P

-

Residential Mental Retardation, Mental Health and Substance Abuse Facilities

6232

-

-

-

-

-

P

P

P

P

-

P

-

Social Assistance

624

-

-

-

-

-

-

P

P

P

-

P

-

Vocational Rehabilitation Services

6243

-

-

-

-

-

-

P

P

P

O

P

-

INFORMATION

Broadcasting, except the Internet

515

-

-

-

-

-

-

P

P

P

-

P

-

Communication Towers and Antennas

5172

-

-

-

-

-

C

-

C

C

C

C

-

157.048

Data Processing, Hosting, and Related Services

518

-

-

-

-

-

P

P

P

P

P

P

-

Internet Publishing and Broadcasting and Web Search Portals

51912

-

-

-

-

-

P

P

P

P

P

P

-

Libraries, Archives

51912

-

P

P

P

P

P

P

P

P

-

P

-

Motion Picture and Video Distribution

51212

-

-

-

-

-

-

-

P

-

-

P

-

Motion Picture and Sound Recording Industries

512

-

-

-

-

-

-

-

P

-

P

P

-

Motion Picture Theaters, Drive-in

512132

-

-

-

-

-

-

-

P

-

-

P

-

Motion Picture Theaters, except Drive-ins

512131

-

-

-

-

-

-

P

P

-

-

P

-

Other Information Services

519

-

-

-

-

-

P

P

P

P

P

P

-

Publishing Industries, except the Internet

511

-

-

-

-

-

-

C

C

-

C

C

-

157.046

Telecommunications

517

-

-

-

-

-

P

P

P

P

P

P

-

Telephone Transmission except Towers and Antennas

5171

P

P

P

P

P

P

P

P

P

P

P

P

MANUFACTURING

Apparel

315

-

-

-

-

-

-

-

C

-

C

C

-

157.046

Beverages

3121

-

-

-

-

-

-

-

-

-

-

C

C

-

157.046

Chemicals

325

-

-

-

-

-

-

-

-

-

C

-

-

157.046

Computer Products

3341

-

-

-

-

-

-

-

-

-

C

C

-

157.046

Electrical Equipment, Appliance, and Component Manufacturing

335

-

-

-

-

-

-

-

C

-

C

C

-

157.046

Electronic Products, except for Computers

334

-

-

-

-

-

-

-

C

-

C

C

-

157.046

Fabricated Metal Products

332

-

-

-

-

-

-

-

C

-

C

C

-

157.046

Food

311

-

-

-

-

-

-

-

-

-

C

C

-

157.046

Furniture and Related Products

337

-

-

-

-

-

-

-

C

-

C

C

-

157.046

Leather and Allied Products

316

-

-

-

-

-

-

-

C

-

C

-

-

157.046

Machinery

333

-

-

-

-

-

-

-

-

-

-

C

-

-

157.046

Miscellaneous Manufacturing

339

-

-

-

-

-

-

-

-

C

-

C

-

-

157.046

Nonmetallic Mineral Products (stone, glass, clay, concrete)

327

-

-

-

-

-

-

-

-

-

-

C

-

-

157.046

Paper

322

-

-

-

-

-

-

-

-

-

C

-

-

157.046

Petroleum and Coal Products, including Refining

324

-

-

-

-

-

-

-

-

-

C

-

-

157.046

Plastics and Rubber Products

326

-

-

-

-

-

-

-

C

-

C

-

-

157.046

Primary Metal

331

-

-

-

-

-

-

-

-

-

C

-

-

157.046

Printing and Related Support Activities

323

-

-

-

-

-

-

C

C

-

C

C

-

157.046

Textile and Textile Product Mills

313

314

-

-

-

-

-

-

-

-

-

C

C

-

157.046

Tobacco Products

3122

-

-

-

-

-

-

-

-

-

C

-

-

157.046

Transportation Equipment

336

-

-

-

-

-

-

-

-

-

C

-

-

157.046

Wood Products, except Furniture

312

-

-

-

-

-

-

-

-

-

C

-

-

157.046

MINING, QUARRYING, OIL AND GAS EXTRACTION

Oil and Gas Extraction, Mining, Support Activities for Mining

211

212

213

-

-

-

-

-

-

-

-

-

C

-

-

157.046

OTHER SERVICES

All Other Personal Services

81299

-

-

-

-

-

-

P

P

P

-

P

-

Animal Shelters and Pounds

812910

-

-

-

-

-

-

-

-

-

P

P

-

Automotive Parking

81293

-

-

-

-

-

-

P

P

-

P

P

-

Automotive Repair and Maintenance

8111

-

-

-

-

-

-

-

P

-

P

P

-

Business, Professional, Labor, Political, and Similar Organizations

8139

-

-

-

-

-

P

P

P

P

-

P

-

Car Washes

811192

-

-

-

-

-

-

-

P

-

-

P

-

Cemeteries

81222

-

-

-

-

-

-

-

P

-

P

P

-

Civic and Social Organizations

8134

-

-

-

-

-

P

P

P

P

-

P

-

Coin-Operated Laundries and Dry Cleaners

81231

-

-

-

-

-

-

P

P

P

-

P

-

Commercial and Industrial Machinery, Equipment Repair and Maintenance

8113

-

-

-

-

-

-

-

P

-

P

P

-

Crematories

81222

-

-

-

-

-

-

-

-

-

P

P

-

Dry Cleaning and Laundry Services (except coin-operated)

81232

-

-

-

-

-

-

P

P

-

-

P

-

Electronic and Precision Equipment Repair and Maintenance

8112

-

-

-

-

-

-

P

P

-

P

P

-

Footwear and Leather Goods Repair, Shoe Shine Shop

81143

-

-

-

-

-

-

P

P

P

-

P

-

Funeral Homes and Funeral Services

81221

-

-

-

-

-

P

P

P

P

-

P

-

Grant making and Giving

8132

-

-

-

-

-

P

P

P

P

-

P

-

Linen and Uniform Supply

81233

-

-

-

-

-

-

-

-

P

-

P

P

-

Personal and Household Goods Repair and Maintenance

8114

-

-

-

-

-

-

P

P

P

-

P

-

Personal Care Services (includes Barber and Beauty shops, Nail Salons), except for Tattoo Parlors and Sexually Oriented Businesses (NAICS 812199)

8121

-

-

-

-

-

-

P

P

P

-

P

-

Pet Care Services, except Veterinary (NAICS 54194) and Animal Shelters and Pounds (NAICS 812910)

81291

-

-

-

-

-

-

P

P

P

-

P

-

Religious Organizations, Community (401-1,000 seating capacity)

8131

-

-

-

-

-

P

P

P

P

-

P

-

Religious Organizations, Large (more than 1,000 seating capacity)

8131

-

-

-

-

-

-

P

P

-

-

P

-

Religious Organizations, Small (less than 400 seating capacity)

8131

-

P

P

P

P

P

P

P

P

-

P

-

Sexually Oriented Businesses

812199

-

-

-

-

-

-

-

-

-

-

C

-

157.051

Social Advocacy Organizations

8133

-

-

-

-

-

P

P

P

P

-

P

-

Tattoo Parlors

812199

-

-

-

-

-

-

-

-

-

-

C

-

157.050

PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES

Accounting, Tax Preparation, Bookkeeping, Payroll

5412

-

-

-

-

-

P

P

P

P

-

P

-

Advertising, Public Relations, and Related Services

5418

-

-

-

-

-

P

P

P

P

-

P

-

Architectural, Engineering, and Related Services

5413

-

-

-

-

-

P

P

P

P

-

P

-

Computer Systems Design, and Related Services

5416

-

-

-

-

-

P

P

P

P

-

P

-

Legal Services

5411

-

-

-

-

-

P

P

P

P

-

P

-

Other Professional, Scientific, and Technical Services

5419

-

-

-

-

-

P

P

P

P

P

P

-

Photographic Studios, Portraits

541921

-

-

-

-

-

-

P

P

P

-

P

-

Scientific Research and Development Services

5417

-

-

-

-

-

P

P

P

P

-

P

-

Specialized Design Services

5414

-

-

-

-

-

P

P

P

P

P

P

-

Veterinary Services, Animal Specialties

54194

-

-

-

-

-

-

-

P

-

P

P

P

Veterinary Services, Livestock

54194

-

-

-

-

-

-

-

P

-

P

P

P

PUBLIC ADMINISTRATION

Administration of Economic Programs

926

-

-

-

-

-

P

P

P

P

P

P

-

Administration of Environmental Quality Programs

924

-

-

-

-

-

P

P

P

P

P

P

-

Administration of Housing Programs, Urban Planning and Community Development

925

-

-

-

-

-

P

P

P

P

P

P

-

Administration of Human Resource Programs

923

-

-

-

-

-

P

P

P

P

P

P

-

Correctional Institutions

92214

-

-

-

-

-

-

-

P

-

P

P

-

Courts

92211

-

-

-

-

-

-

P

P

-

-

P

-

Executive, Legislative and Other General Government Support

921

-

-

-

-

-

-

P

P

P

-

P

-

Fire Protection

92216

-

P

P

P

P

P

P

P

P

P

P

-

Justice, Public Order and Safety Activities

922

-

-

-

-

-

-

P

P

P

-

P

-

Legal Counsel and Prosecution

92213

-

-

-

-

-

P

P

P

P

-

P

-

Other Justice, Public Order and Safety Activities

92217

-

-

-

-

-

P

P

P

P

-

P

-

Parole and Probation Offices

92215

-

-

-

-

-

P

P

P

P

-

P

-

Police Protection

92212

-

P

P

P

P

P

P

P

P

P

P

-

Public Finance, Taxation and Monetary Policy

92113

-

-

-

-

-

P

P

P

P

P

P

-

REAL ESTATE AND RENTAL AND LEASING

Mini-warehouses, Self-Storage Units

53113

-

-

-

-

-

-

-

C

-

P

C

-

157.047

Real Estate

531

-

-

-

-

-

P

P

P

P

P

P

-

Rental and Leasing Services

532

-

-

-

-

-

-

-

P

-

-

P

-

Video Tape and Disc Rental

53223

-

-

-

-

-

-

P

P

-

-

P

-

RETAIL TRADE

Automobile Dealers

4411

-

-

-

-

-

-

P

P

-

-

P

-

Automotive Parts, Accessories and Tire Stores

4413

-

-

-

-

-

-

P

P

-

-

P

-

Beer, Wine, Liquor Stores

4453

-

-

-

-

-

-

P

P

-

-

P

-

Building Material and Supplies Dealers

4441

-

-

-

-

-

-

-

P

-

P

P

-

Camera and Photography Supply

44313

-

-

-

-

-

-

P

P

P

-

P

-

Clothing and Clothing Accessories Stores

448

-

-

-

-

-

-

P

P

P

-

P

-

Convenience Stores

44512

-

-

-

-

-

-

P

P

-

P

P

-

Electronics and Appliances Stores

443

-

-

-

-

-

-

P

P

P

-

P

-

Fireworks

453998

- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 

Flea Markets

453310

- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 

P

-

Florists

4531

-

-

-

-

-

-

P

P

P

-

P

-

Fuel Dealers

45431

-

-

-

-

-

-

-

P

-

P

P

-

Furniture and Home Furnishings Stores

442

-

-

-

-

-

-

P

P

P

-

P

-

Gasoline Stations, except Truck Stops (NAICS 44719)

447

-

-

-

-

-

-

P

P

-

P

P

-

General Merchandise Store

452

-

-

-

-

-

-

P

P

P

-

P

-

Gift, Novelty, Souvenir Shops

45322

-

-

-

-

-

-

P

P

P

-

P

-

Grave Stones, Monuments

45399

-

-

-

-

-

-

-

P

-

P

P

-

Grocery Stores, except Convenience Stores (NAICS 44512)

4451

-

-

-

-

-

-

P

P

P

-

P

-

Hardware Stores

44413

-

-

-

-

-

-

P

P

P

P

P

-

Health and Personal Care Stores

446

-

-

-

-

-

-

P

P

P

-

P

-

Home Centers

44411

-

-

-

-

-

-

P

P

P

P

P

-

Jewelry Store

44831

-

-

-

-

-

-

P

P

P

-

P

-

Lawn and Garden Equipment and Supplies Stores

4442

-

-

-

-

-

-

P

P

P

P

P

-

Luggage, Leather Goods Stores

44832

-

-

-

-

-

-

P

P

P

-

P

-



Misc. Store Retailers - All Others except Grave Monuments, Motor Vehicle and Parts Dealers

45399

-

-

-

-

-

-

P

P

-

-

P

-

441

-

-

-

-

-

-

-

P

-

-

P

-

Non-Store Retailers

454

-

-

-

-

-

-

P

P

P

-

P

-

Office Supplies

45321

-

-

-

-

-

-

P

P

P

-

P

-

Other Building Material Dealers

44419

-

-

-

-

-

-

P

P

P

P

P

-

Other Motor Vehicle Dealers

4412

-

-

-

-

-

-

-

P

-

-

P

-

Paint and Wallpaper Stores

44412

-

-

-

-

-

-

P

P

P

P

P

-

Sewing, Needle, Pierce Goods

45113

-

-

-

-

-

-

P

P

P

-

P

-

Shopping Center, Major

NA

-

-

-

-

-

-

-

P

-

-

P

-

Shopping Center, Neighborhood

NA

-

-

-

-

-

-

P

P

P

-

P

-

Specialty Food Stores

4452

-

-

-

-

-

-

P

P

P

-

P

-

Sporting Goods, Hobby, Book, Music Stores

451

-

-

-

-

-

-

P

P

P

-

P

-

Stationary Store

45321

-

-

-

-

-

-

P

P

P

-

P

-

Truck Stops

44719

-

-

-

-

-

-

-

-

-

P

P

-

Used Merchandise, except Flea Markets (NAICS 453310)

4533

-

-

-

-

-

-

P

P

-

-

P

-

TRANSPORTATION AND WAREHOUSING

Air Transportation

481

-

-

-

-

-

-

-

-

-

P

P

-

Couriers and Messengers

492

-

-

-

-

-

-

-

P

-

P

P

-

Freight Crating and Consolidation

4889

-

-

-

-

-

-

-

-

-

P

P

-

Natural Gas Storage

486210

-

-

-

-

-

-

-

P

-

P

P

-

Pipeline Transportation

486

-

-

-

-

-

-

-

P

-

P

P

-

Postal Services

491

-

-

-

-

-

P

P

P

P

P

P

-

Rail Transportation

482

-

-

-

-

-

-

-

P

-

P

P

-

Scenic and Sightseeing Transportation

487

-

-

-

-

-

-

P

P

-

P

P

-

Support Activities for Transportation

488

-

-

-

-

-

-

-

-

-

P

P

-

Transit and Ground Passenger Transportation

485

-

-

-

-

-

-

P

P

-

P

P

-

Truck Transportation

484

-

-

-

-

-

-

-

-

-

P

P

-

Warehousing and Storage

493

-

-

-

-

-

-

-

P

-

P

P

-

Water Transportation

483

-

-

-

-

-

-

-

P

-

P

P

-

UTILITIES

Electric Power Distribution, Control

22112

P

P

P

P

P

P

P

P

P

P

P

P

Electric Power Generation

22111

-

-

-

-

-

-

P

-

-

P

P

-

Electric Power Transmission

22112

P

P

P

P

P

P

P

P

P

P

P

P

Natural Gas Distribution

2212

P

P

P

P

P

P

P

P

P

P

P

P

Natural Gas Transmission

221210

P

P

P

P

P

P

P

P

P

P

P

P

Sewage Treatment Facilities

22132

-

-

-

-

-

-

-

-

-

P

P

-

Sewer Collection

221320

P

P

P

P

P

P

P

P

P

P

P

P

Sewer Treatment

221320

-

-

-

-

-

-

-

-

-

P

P

P

Steam and Air Conditioning Supply

22133

- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 

P

P

- 

Water Storage and Treatment

221310

- 
- 
- 
- 
- 
- 
- 
- 
- 
- 
- 

P

P

P

Water Transmission

221310

P

P

P

P

P

P

P

P

P

P

P

P

WHOLESALE TRADE

Scrap, Waste and Recyclable Materials

42393

42511

42512

-

-

-

-

-

-

-

-

-

C

C

-

157.049

Used Motor Vehicle Parts

42314

44131

-

-

-

-

-

-

-

-

-

C

C

-

157.049

Wholesale Trade, Non-Durable Goods

424

-

-

-

-

-

-

-

P

-

P

P

-

Wholesaler Trade, Durable Goods

423

-

-

-

-

-

-

P

P

-

P

P

-

TEMPORARY USES

157.057

Contractor's Office and Equipment Shed

NA

-

-

-

-

-

C

C

C

C

C

C

C

157.057

Fairs and Carnivals

713990

-

-

-

-

-

-

C

C

C

C

C

C

157.057

Open Lot Sales of Christmas Trees

454390

-

-

-

-

-

-

C

C

C

C

C

-

157.057

Portable Classrooms

NA

-

C

-

-

-

-

C

C

C

-

C

-

157.060

Religious Meetings in Temporary Structures

NA

-

-

-

-

-

-

-

C

-

-

C

-

157.057

Temporary Office Trailers

NA

-

-

-

-

-

C

C

C

C

C

C

C

157.057

Temporary Sale Stands

454390

-

-

-

-

-

-

-

C

-

-

C

-

157.057

(Ord. 15-002, passed 2-24-15; Am. Ord. 2015-023, passed 10-13-15; Am. Ord. 2016-008, passed 5-10-16; Am. Ord. 2020-019, passed 8-11-20; Am. Ord. 2021-012, passed 6-22-21; Am. Ord. 2022-006, passed 4-12-22)

§ 157.030 OVERLAY DISTRICTS.

(A) The requirements of this section shall apply to the following districts established by § 157.025: HOD - Historic Overlay District.

(B) Overlay districts shall be established on the official zoning map by the same procedure as amendments generally, as provided in § 157.211(H) by defining the boundaries of each district.

(C) Within overlay districts, permitted uses are determined by the "underlying" or primary zoning district. Where such districts overlay a Residential Zoning District, for example, only those uses permitted in the Residential Zoning District shall be permitted in the overlay district, subject to the additional requirements and standards of this section.

(D) Historic Overlay District (HOD). Any area designated as included in the Historic Overlay District shall fall under the jurisdiction of the Historic Landmarks Commission as established in Chapter 158 and shall conform to the requirements of that chapter.

(Ord. 15-002, passed 2-24-15)

#### § 157.031 PLANNED DEVELOPMENT DISTRICT (PDD).

(A) The Planned Development District (PDD) promotes innovative design within developments by permitting a mixture of different types of housing with compatible commercial uses, shopping centers, office parks and other mixed use developments. Flexibility and creativity in the design, character and quality of the development and preservation of natural and scenic features or open spaces is made possible through the development and approval of a detailed plan which describes the specific uses, densities, and other requirements for development. In accordance with S.C. Code § 6-29-740, in order to establish a PDD, the City Council must amend the Zoning Ordinance text and the official zoning map, after having received a recommendation from the Planning Commission regarding the PDD. The approved plan constitutes the district regulations for each planned development district.

(B) Permitted uses in PDDs. Any combination (mix) of uses meeting the objectives of this section may be established in a PDD upon review and approval by the Planning Commission and City Council. Once approved, the proposed use(s) and no others shall be permitted. Said uses shall be identified as listed per § 157.029 (D)-Table of Permitted Uses. The list of approved uses shall be binding on the applicant and any successor in title, so long as the PDD zoning applies to the land, unless otherwise amended by ordinance.

(C) Mixture of uses. For PDDs that are or are planned to be primarily residential, 10% of the total gross area of the PDD must be reserved for office, retail, service, live-work units and other non-residential uses that serve the needs of project residents and others in the vicinity of the development. For PDDs that are or are planned to be primarily nonresidential, 10% of the total gross area of the PDD must be reserved for residential uses.

(D) Establishment of PDD Districts.

(1) PDDs shall be established on the official zoning map by the same procedure as for amendments generally as provided for in § 157.211(H) and in accordance with the requirements of this section.

(2) The developer/applicant shall arrange for preliminary meetings with the City Planner prior to submitting an application for rezoning.

(3) The Planning Commission will review the conceptual plan and text to insure conformity with this section and applicable requirements of the Land Development Regulations, Chapter 156; to consider the comments of the Review Committee; and to obtain and consider public comments concerning the proposed PDD.

(4) Upon approval by City Council, the conceptual plan and text shall constitute the PDD ordinance. Violations of any ordinance approving a PDD shall be subject to any and all enforcement and penalty provisions of this Zoning Ordinance.

(E) Conceptual Plan and Text Requirements.

(1) A conceptual plan meeting the requirements for site plans contained in § 157.211(D)-Permits shall be submitted along with a conceptual land use plan for the entire site. A complete application shall also include the following:

(a) Proposed restrictive covenants to be recorded to insure compliance with standards in the PDD plan and to specify ownership and maintenance responsibilities.

(b) A preliminary development schedule for the completion of roads, infrastructure, buffer yards, and any other proposed improvements for general use.

(c) A preliminary common signage plan which complies with § 157.108.

(2) The Planning Commission may establish additional requirements for conceptual plan approval and, in special cases, may waive a particular requirement if, in the opinion of the Planning Commission, the inclusion of that requirement is not essential to a proper assessment of the project.

(F) The developer is authorized to begin construction of street and infrastructure following verification that the preliminary plat complies with all requirements specified by City Council, the Planning Commission, DHEC, Chapter 156 and other approved conditions including recording of restrictive covenants.

(G) Final plat approval shall also comply with Chapter 156, Land Development Regulations.

(H) Each PDD shall be identified on the zoning map and in the Zoning Ordinance by a prefix and number indicating the particular district, as for example "PDD-I" together with whatever other identification appears appropriate.

(I) Minimum area required. Minimum area requirements for establishing a PDD shall be ten contiguous acres.

(J) Development standards.

(1) Density and height requirements. Residential density, setbacks, impervious surface ratios, and building heights shall be based on the scale of the project in relation to its surroundings and its impact on existing and proposed support facilities. A 20 foot setback will be required along the perimeter of all property lines. The setback from any existing street shall be the lesser of 35 feet or the average setback of existing adjacent houses that front on the same street within 100 feet in either direction of the proposed building. Maximum density is eight units per acre. Maximum impervious surface ratio is 70%.

(2) Overall site design. The overall site design shall be consistent and compatible with adopted plans and policies for the area in which the project is located and with adjacent

residential neighborhoods and coordinated with existing infrastructure such as roads and sidewalks.

(3) Parking and loading. Off-street parking and loading spaces for each PDD shall comply with the requirements of §§ 157.123 and 157.124 -Parking and Loading Regulations, as applicable, for the various uses proposed for the PDD. Dense development may require supplemental parking areas or wider streets to allow on-street parking in addition to off-street parking requirements.

(4) Buffers. A buffer area at least 20 feet in width shall be provided along the exterior perimeter property lines unless a larger buffer is required by § 157.138 -Buffers. The required buffer must be landscaped per the requirements for property buffers as provided in § 157.138 (H)-Property Buffers. Buffers are not required in the interior of the PDD.

(5) Streets and infrastructure. Streets within a PDD must meet the design and construction standards required by the Land Development Regulations of Chapter 156. Private streets or alleys may be allowed if an acceptable maintenance plan is approved by the Zoning Administrator prior to permitting and said streets or alleys meet the design and construction requirements for public roads in the city.

(6) Landscaping, tree conservation and common open space. Landscaping, tree conservation and open space requirements for each PDD shall comply with the provisions of §§ 157.136 through 157.141 -Landscaping, Buffers, Open Space and Tree Conservation.

(7) Signage. Signage permitted shall be consistent, appropriately scaled and aesthetically compatible with the proposed PDD and shall comply with the requirements of §§ 157.103 through 157.117 -Sign Regulations.

(K) Financial guarantees. Where public improvements and/or common amenities or infrastructure are proposed, such improvements shall be installed in accordance with a development schedule to be approved as part of the PDD plan and designed to specifications as required by the Land Development Regulations of Chapter 156 . Whenever a land subdivision, as regulated by Chapter 156 , is required to implement a PDD, a preliminary plat shall be prepared for review that conforms to all of the requirements of the PDD approval, including the approved conceptual plan and development schedule. No development shall take place onsite until such plat has been approved by the city.

(L) Administrative action. After a preliminary plat has been approved, building and sign permits shall be issued in accordance with the approved plan as a whole or in stages or portions thereof, as approved.

(M) Changes in approved PDD plans. Except as provided below, approved PDD plans shall be binding on the owner and any successor in title.

(1) Minor changes. Changes proposed in writing by the applicant which do not alter district boundaries and which involve revision to minor characteristics of the PDD such as the revision of floor plans, facades, landscaping, drainage structures, and features which do not substantially alter the approved plan concept, anticipated offsite impacts, or violate any applicable regulations may be approved by the Zoning Administrator.

(2) Major changes. Changes proposed in writing by the applicant which alter district boundaries or which substantially alter the characteristics of the PDD shall be submitted under normal zoning amendment procedures applicable to establishment of the PDD.

(N) Expiration of time limits on PDD amendments. The final approved plan for a PDD shall be in effect for a period of two years or other specified development schedule. Extensions shall be permitted per the requirements of Chapter 160-Vested Development Rights.

(Ord. 15-002, passed 2-24-15)

#### § 157.032 MASTER PLANNED DISTRICT (MPD).

(A) In accordance with S.C. Code § 6-29-720(C), there is hereby created the Master Planned District (MPD) in order to promote innovative design within developments while permitting combinations of uses or creative master planning of development. Flexibility and creativity in the design, character and quality of the development and preservation of natural and scenic features or open spaces is made possible through the development and approval of a detailed plan which describes the specific uses, densities, and other requirements for development. In accordance with S.C. Code § 6-29-740, in order to establish a MPD, the City Council must amend the zoning ordinance text and the official zoning map, after having received a recommendation from the Planning Commission regarding the MPD. The approved plan (MPD Plan) constitutes the district regulations for each MPD.

(B) Permitted uses in MPDs. Any combination of uses meeting the objectives of this section may be established in a MPD upon review and approval by the Planning Commission and City Council; provided that the list of approved uses in a MPD shall be taken only from among (i) those uses that are permitted or conditional uses under the prior zoning designation of the MPD or any zoning designation of a lesser intensity than the prior zoning designation or (ii) those uses that are permitted or conditional uses under a zoning designation of property adjacent to the MPD that is of greater intensity than the prior zoning designation of the MPD if the list of approved uses on the MPD are found to be within the character of the area in which the MPD is situated. Once approved, the proposed use(s) and no others shall be permitted. Said uses shall be identified as listed per § 157.029 (D). The list of approved uses shall be binding on the applicant and any successor in title, so long as the MPD zoning applies to the land, unless otherwise amended by ordinance.

(C) Establishment of MPDs.

(1) The Planning Commission shall make an affirmative finding prior to the creation of any MPD that the MPD Plan conforms to and is in compliance with the comprehensive plan of the city.

(2) MPDs shall be established on the official zoning map by the same procedure as for amendments generally as provided for in § 157.211(H) and in accordance with the requirements of this section.

(3) The developer/applicant shall arrange for preliminary meetings with the city planner prior to submitting an application for rezoning.

(4) The Planning Commission will review the conceptual plan and text to insure conformity with this section and applicable requirements of the Land Development Regulations, Chapter 156 of this code; to consider the comments of the Review Committee; and to obtain and consider public comments concerning the proposed MPD.

(5) Upon approval by City Council, the conceptual plan and text shall constitute the MPD ordinance. Violations of any ordinance approving a MPD shall be subject to any and all enforcement and penalty provisions of this zoning chapter.

(D) Conceptual plan and text requirements.

(1) A conceptual plan meeting the requirements for site plans contained in § 157.211(D) shall be submitted along with a conceptual land use plan for the entire site. A complete application shall also include the following:

(a) Proposed restrictive covenants to be recorded to insure compliance with standards in the MPD plan and to specify ownership and maintenance responsibilities.

(b) A preliminary development schedule for the completion of roads, infrastructure, buffer yards, and any other proposed improvements for general use.

(c) A preliminary common signage plan which complies with § 157.108.

(2) The Planning Commission may establish additional requirements for conceptual plan approval and, in special cases, may waive a particular requirement if, in the opinion of the Planning Commission, the inclusion of that requirement is not essential to a proper assessment of the project.

(E) The developer is authorized to begin construction of street and infrastructure following verification that the preliminary plat complies with all requirements specified by City Council, the Planning Commission, DHEC, Chapter 156 and other approved conditions including recording of restrictive covenants.

(F) Final plat approval shall also comply with Chapter 156, Land Development Regulations.

(G) Each MPD shall be identified on the zoning map and in the zoning ordinance by a prefix and number indicating the particular district, as for example "MPD-1" together with whatever other identification appears appropriate.

(H) Minimum area required. Minimum area requirements for establishing a MPD shall be five contiguous acres.

(I) Development standards.

(1) Density and height requirements. Residential density, setbacks, impervious surface ratios, and building heights shall be based on the scale of the project in relation to its surroundings and its impact on existing and proposed support facilities. A 20-foot setback

will be required along the perimeter of all property lines. The setback from any existing street shall be the lesser of 35 feet or the average setback of existing adjacent houses that front on the same street within 100 feet in either direction of the proposed building. Maximum density is eight units per acre. Maximum impervious surface ratio is 70%.

(2) Overall site design. The overall site design shall be consistent and compatible with adopted plans and policies for the area in which the MPD is located and with adjacent residential neighborhoods and coordinated with existing infrastructure such as roads and sidewalks.

(3) Parking and loading. Off-street parking and loading spaces for each MPD shall comply with the requirements of § 157.123 , as applicable, for the various uses proposed for the MPD. Dense development may require supplemental parking areas or wider streets to allow on-street parking in addition to off-street parking requirements.

(4) Buffers. A buffer area at least 20 feet in width shall be provided along the exterior perimeter property lines unless a larger buffer is required by § 157.138 . The required buffer must be landscaped per the requirements for property buffers as provided in § 157.138 (H). Buffers are not required in the interior of the MPD.

(5) Streets and infrastructure. Streets within a MPD must meet the design and construction standards required by the Land Development Regulations of Chapter 156 .

(6) Landscaping, tree conservation and common open space. Landscaping, tree conservation and open space requirements for each MPD shall comply with the provisions of §§ 157.136 through 157.141 .

(7) Signage. Signage permitted shall be consistent, appropriately scaled and aesthetically compatible with the proposed MPD and shall comply with the requirements of §§ 157.103 through 157.117 .

(J) Financial guarantees. Where public improvements and/or common amenities or infrastructure are proposed, such improvements shall be installed in accordance with a development schedule to be approved as part of the MPD Plan and designed to specifications as required by the Land Development Regulations of Chapter 156 . Whenever a land subdivision, as regulated by Chapter 156 , is required to implement a MPD, a preliminary plat shall be prepared for review that conforms to all of the requirements of the MPD approval, including the approved conceptual plan and development schedule. No development shall take place onsite until such plat has been approved by the city.

(K) Administrative action. After a preliminary plat has been approved, building and sign permits shall be issued in accordance with the approved plan as a whole or in stages or portions thereof, as approved.

(L) Changes in approved MPD plans. Except as provided below, approved MPD plans shall be binding on the owner and any successor in title.

(1) Minor changes. Changes proposed in writing by the applicant which do not alter district boundaries and which involve revision to minor characteristics of the MPD such as

the revision of floor plans, facades, landscaping, drainage structures, and features which do not substantially alter the list of approved uses, approved plan concept, anticipated offsite impacts, or violate any applicable regulations may be approved by the City Planner.

(2) Major changes. All other changes must be proposed in writing by the applicant and shall be subject to approval by the Planning Commission.

(M) Expiration of time limits on MPD amendments. The final approved plan for a MPD shall be in effect for a period of two years or other specified development schedule. Extensions shall be permitted per the requirements of Chapter 160 of this code.

(Ord. 2018-023, passed 12-11-18; Am. Ord. 2020-019, passed 8-11-20)

## CONDITIONAL USE REGULATIONS

### § 157.038 APPLICATION.

The requirements of this subchapter shall apply to all conditional uses listed in § 157.029(D)-Table of Permitted Uses, as applicable. An application for a conditional use shall be submitted to the Zoning Administrator who shall approve the use if all the conditions and requirements herein are satisfied.

(Ord. 15-002, passed 2-24-15)

### § 157.039 MANUFACTURED HOUSING.

Manufactured housing is allowed only in manufactured home parks.

(A) Setup. Manufactured housing, where permitted by this Zoning Ordinance, shall:

(1) Be installed in accordance with the manufacturer's installation manual. In the absence of such a manual, the home must be installed in accordance with the requirements of Chapter 79, section 42 of the South Carolina Manufactured Housing Board Regulations.

(2) Be under skirted around the entire home with brick, masonry, vinyl, or similar materials designed and manufactured for permanent outdoor installation.

(3) Have permanent landing steps at each exterior doorway installed or constructed and attached firmly to the home and anchored securely to the ground, in accordance with applicable Building Codes.

(4) Have all moving or towing apparatus removed or concealed including hitch, wheels and axles.

(5) Be provided with a sanitary sewer system approved by SCDHEC. Evidence of such approval shall accompany each and every permit request to install a manufactured home.

(6) Be served by a separate electric meter.

(a) It shall be unlawful for any such home to receive electricity except by use of a separate meter.

(b) It shall be unlawful for any public utility or electrical supplier to connect service to any manufactured home in the absence of an approved permit issued by the Zoning Administrator to establish said home.

(c) It shall be the duty and responsibility of each supplier of electricity to render a monthly report to the Zoning Administrator as to connections and disconnections made to manufactured homes.

(d) The Zoning Administrator may, at his or her discretion, issue a temporary permit to secure electrical service for a valid reason such as the construction of a power pole to aid in the installation of the unit. A temporary permit shall be valid for 15 days unless otherwise specified on the permit. This provision shall not be construed to exempt the applicant from the requirement for a regular permit within the 15 day period. If a permit is not obtained as required, the Zoning Administrator may direct that the electricity be disconnected. Any additional fee to reconnect would be the responsibility of the owner or applicant.

(B) Utilities. No manufactured home shall be permitted, used or occupied, nor shall public utilities be extended to or activated in any such home until the utility and electric connection to the home has been inspected and found to be in accordance with all applicable codes by the Building Official.

(Ord. 15-002, passed 2-24-15)

#### § 157.040 MOBILE HOMES.

Mobile homes, as defined by this chapter, shall not be permitted, established or reestablished within the jurisdiction of this chapter. Where in existence at the time of adoption of this chapter on April 27, 1999, the date of the initial adoption of this Zoning Ordinance, such uses may be continued in accordance with the provisions of § 157.193-Nonconformities; provided such uses are maintained in habitable condition, as defined by and subject to the conditions of § 157.039(B).

(Ord. 15-002, passed 2-24-15)

#### § 157.041 MANUFACTURED HOME PARKS (NAICS 53119).

The establishment and operation of a manufactured home park shall comply with the following design and development standards:

(A) The park site shall be not less than ten acres, and shall not have less than 200 feet frontage on a publicly dedicated and maintained street.

(B) The park shall be served by public water and sewer systems, a system of storm drainage, and refuse disposal facilities, plans of which shall be approved by local SCDHEC officials.

(C) All dwelling spaces shall abut upon an asphalt or concrete driveway of not less than 18 feet in width which shall have unobstructed access to a public street.

(D) A description of the procedures of any proposed home owners association or other group maintenance agreement must be submitted to and approved by the Planning Commission.

(E) All on-site roadway intersections shall be provided with a street light and interior lights shall be provided at not less than 400-foot intervals.

(F) Lots in manufactured home parks shall be sized and arranged so that:

(1) There will be at least 35 feet of space between manufactured homes;

(2) All structures, including manufactured homes, are at least 25 feet from the right-of-way of any street or drive providing common circulation; and

(3) All structures, including manufactured homes, are at least ten feet from rear lot line.

(G) Not less than 10% of the park site shall be set aside and developed for common open space and recreation usage.

(H) Space numbers: permanent space numbers shall be provided on each manufactured home space and shall be located so as to be visible from the street or driveway. Signs identifying space locations shall be provided at each street or driveway intersection. Address numbers as required for E911 service shall be used to denote space numbers.

(I) No manufactured home space shall have direct access to a public street, but shall instead access an internal driveway system.

(J) The maximum number of mobile or manufactured home spaces shall not exceed six per acre, not including roads and other required infrastructure and required open space.

(K) Two parking spaces shall be provided for each designated manufactured home space. Parking may be provided at the designated space or in community parking areas.

(L) Buffers and landscaping shall be provided on the perimeter of the park or court in accord with the requirements of § 157.137-Landscaping and § 157.138-Buffers.

(M) Business license required.

(1) A business license must be acquired prior to the opening or operation of a manufactured home park and shall be subject to annual renewal.

(2) The business license for any manufactured home park may be revoked by the City Council for a violation of this chapter or other applicable ordinances and regulations governing the operation of such uses.

(N) The site plan for any proposed manufactured home park must be approved by the Planning Commission per the applicable requirements of Chapter 156-Land Development Regulations.

(Ord. 15-002, passed 2-24-15)

#### § 157.042 TOWNHOUSES.

Due to the unique design features of townhouses, the dimensional requirements of this Zoning Ordinance contained in §§ 157.076 through 157.084-Area, Density, Dimensional and Height Requirements are hereby waived and the following design requirements imposed for all such projects:

(A) Not more than eight nor fewer than three townhouses may be joined together, with approximately the same (but staggered) front line. The minimum distance between buildings in the project area shall be 20 feet.

(B) Buildings must be set back 20 feet from adjacent side and rear property lines that do not abut a street, and must meet buffer and landscaping requirements provided in § 157.137-Landscaping and § 157.138-Buffers.

(C) Minimum lot width/building width shall be 18 feet.

(D) Sidewalks not less than five feet in width shall be provided along the front property line of each project or building.

(E) Maximum height of buildings shall not exceed 35 feet.

(F) Streets, water, sewer, etc. shall conform to the design and construction standards required by Chapter 156-Land Development Regulations.

(G) Rear yards shall be enclosed by a six-foot wall or fence, unless used for parking, and may include one accessory building no greater than 500 square feet in gross floor area (GFA).

(H) Maximum density for townhouses is ten units per acre.

(I) The site plan for any proposed townhouse development must be approved by the Planning Commission per the applicable requirements of Chapter 156-Land Development Regulations.

(Ord. 15-002, passed 2-24-15)

#### § 157.043 PATIO HOMES AND ZERO LOT LINE HOUSING.

Due to the unique design features of patio and zero lot line housing, the dimensional requirements of §§ 157.076 through 157.084-Area, Density, Dimensional and Height Requirements are hereby waived and the following requirements imposed on such projects:

- (A) Such projects shall have a minimum of 2.0 acres, with a maximum density of eight units per acre.
- (B) Minimum lot area shall be 3,000 square feet per unit.
- (C) Minimum lot width shall be 40 feet.
- (D) Maximum height of buildings shall not exceed 35 feet.
- (E) Where a unit is to be constructed at or on the property line, a five-foot maintenance easement shall be provided on the adjoining lot.
- (F) At least one side yard extending not less than five feet from the property line shall be provided. Though not required, where a second side yard is provided it shall have a minimum width of five feet.
- (G) The side yard of the exterior units shall be five feet from the "outside" property line. A 20 foot setback shall be required along the perimeter of all property lines with trees and shrubs planted as required by §§ 157.136 through 157.141-Landscaping, Buffers, Open Space and Tree Conservation.
- (H) Buildings must be set back 35 feet from property lines which are adjacent to streets.
- (I) Streets, water, sewer, etc. shall conform to the design and construction standards required by Chapter 156-Land Development Regulations.
- (J) The site plan for any proposed patio home or zero lot line development must be approved by the Planning Commission per the applicable requirements of Chapter 156-Land Development Regulations.

(Ord. 15-002, passed 2-24-15)

#### § 157.044 BED AND BREAKFAST HOMES (NAICS 721191).

Bed and breakfast homes are intended to provide a unique lodging experience in predominantly residential environs. As a result, care should be taken to protect the environment that contributes to the experience of such lodging while promoting their use. The use of year-round dwellings for overnight accommodations is permitted under the following conditions:

- (A) The primary purpose of the dwelling is for use as a personal residence currently occupied by the owner as his or her home.

(B) No more than seven guestrooms may be rented for overnight use. Accessory buildings may be used as guestrooms provided each accessory building is limited to one guestroom and each such guestroom in accessory buildings is included within the seven total guestrooms permitted for the property.

(C) Off-street parking requirements shall be provided in § 157.123-Parking Requirements. Parking areas must not be located within the front, side or rear setback areas. If surfaced, parking areas must be surfaced with a pervious material. On-street parking for a bed and breakfast home is prohibited.

(D) No regularly scheduled meals may be served other than breakfast. An afternoon social or tea service may also be served to guests if included in the room rate.

(E) The bed and breakfast home shall not be used for any party, gathering, meeting, reception or other similar event for a fee or consideration of any kind.

(F) No on-site advertising shall be permitted other than one sign stating the name of the bed and breakfast home. The sign must not be larger than four square feet in area, and must be placed flush-mounted on the building or a fence.

(G) Retail sales shall be limited to postcards, shirts and other small items directly associated with the use for purchase by registered guests only.

(H) An application for a bed and breakfast inn must be filed with the Zoning Administrator.

(I) The residence cannot be occupied as a bed and breakfast home until it has a city business license, passed an inspection by the Fire Marshal, and received a certificate of occupancy.

(J) A notice of the application shall be mailed to all contiguous property owners. The existence of a road or right-of-way will not be considered to determine contiguity.

(Ord. 15-002, passed 2-24-15)

#### § 157.045 ACCESSORY APARTMENTS.

(A) Accessory apartments, where permitted as conditional uses, shall meet the following conditions:

(1) The principal structure (dwelling) must be occupied by the owner or a member of his family as defined by this Zoning Ordinance.

(2) The apartment, whether attached or detached, cannot exceed 50% of the gross floor area of the principal dwelling.

(3) The apartment must be a complete living space, with kitchen and bathroom facilities separated from the principal unit.

(4) An accessory apartment may be accessory only to a site built, single-family dwelling.

(5) The apartment shall meet all yard setback requirements. When detached from the principal dwelling, it shall be setback not less than 20 feet from the principal dwelling and shall require a 25 foot side set back.

(6) Evidence of the accessory apartment should not be apparent from the street.

(7) Two additional off-street parking spaces shall be required for accessory apartments.

(8) Neither the primary residence nor the accessory apartment shall be a manufactured home.

(9) A tiny house, as defined by this Zoning Ordinance, may be used as an accessory apartment.

(B) For all districts except RE, accessory apartments shall meet all conditions provided for in division (A) of this section as well as the following conditions:

(1) The apartment cannot contain more than two bedrooms.

(2) No more than one apartment shall be allowed per dwelling.

(3) Minimum lot size shall be at least 100% greater in area than the minimum lot requirements for the district in which the apartment is to be located.

(C) For the RE District a guest cottage/apartment shall meet all conditions provided for in § 157.045(A) as well as the following conditions:

(1) The accessory apartment/cottage cannot contain more than four bedrooms.

(2) Minimum lot size for the property shall be 66,000 square feet lot for principal residence and one guest cottage/apartment, with 33,000 square feet required for each additional guest cottage/apartment.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2021-025, passed 12-14-21)

§ 157.046 MANUFACTURING USES (NAICS 311-339), PUBLISHING INDUSTRIES (511), MINING (NAICS 211-213), AND WASTE COLLECTION, TREATMENT, DISPOSAL AND REMEDIATION USES (NAICS 5621, 5622 AND 5629).

(A) To ensure that all manufacturing uses (NAICS 311-339) and waste treatment, disposal and remediation systems (NAICS 5621, 5622 and 5529) produce no injurious or obnoxious conditions related to the operation of such uses sufficient to create a nuisance beyond the premises, such uses must comply with the requirements set forth in §§ 157.148 through 157.152-Performance Standards.

(B) Waste collection, treatment, disposal and remediation systems, including landfills, must be in compliance with SCOHEC requirements.

(C) The Zoning Administrator may require that an engineer certify that the proposed project will not violate these restrictions and the requirements set forth in §§ 157.148 through 157.152-Performance Standards.

(Ord. 15-002, passed 2-24-15)

#### § 157.047 MINI-WAREHOUSES (NAICS 53113).

Due to the need to better integrate mini-warehouses into the urban fabric of the community, the following standards shall be observed:

(A) Mini-warehousing sites shall not exceed two acres.

(B) Lot coverage of all structures shall be limited to 50% of the total area.

(C) Vehicular ingress-egress shall be limited to one point for each side of property abutting any street lot line.

(D) No business activities other than rental of storage units shall be conducted within or from the units.

(E) The storage space or gross floor area of any single unit shall not exceed 300 square feet.

(F) Outdoor storage shall be limited to licensed boats on trailers and licensed recreational vehicles. If such storage is to be provided, adequate parking must be provided to accommodate such vehicles.

(Ord. 15-002, passed 2-24-15)

#### § 157.048 COMMUNICATION TOWERS AND ANTENNAS (NAICS 5172).

(A) Free standing towers will be prohibited in the CBD, RE, R-15, R-10, and R-6 Districts or within 1,000 feet of Broad Street or Dekalb Street. However, antennas may be installed on existing towers, buildings, etc. in these areas.

(B) Communication towers and antennas shall adhere to the following regulations.

(1) All new towers shall be designed to accommodate additional antennas equal in number to the applicant's present and future requirements or anticipated co-location requirements.

(2) All applicable safety code requirements shall be met.

(3) The tower or antenna shall not be painted or illuminated unless otherwise required by state or federal regulations. Warning lights on the tower shall be red when illuminated.

(4) No tower or antenna shall be located within 1,000 feet of an existing tower antenna, except where the applicant certifies that the existing tower does not meet the applicant's structural specifications and applicant's technical design requirements, or that a co-location agreement could not be obtained.

(5) Communication towers and antennas and water tanks shall be separated from any adjoining property line of a single-family residential zoning district or existing single-family use by a distance equal to one foot for each one foot in height, measured from the nearest residential property line. Maximum height for a communications tower or antenna shall be 300 feet in the CMU Zoning District and 200 feet in the other zoning districts that allow such uses.

(6) Landscaping. A vegetative screen expected to reach a minimum of eight feet in height at maturity shall be planted around the perimeter of the area occupied by the tower, security fencing, and auxiliary uses such as parking. Such screen shall be planted so as to be largely opaque. In addition, existing onsite trees and other vegetation shall be preserved to the extent practicable to maintain the entire site of the tower (including any anchoring devices) in its pre-construction appearance. Such landscaping shall meet the requirements of § 157.137 -Landscaping Standards.

(7) Security fencing. There shall be a minimum eight foot high fence installed and maintained by the owner of the telecommunications tower around the perimeter of the tower compound, except that security fencing shall not be required for accessory communication facilities

(8) Permit applications for the erection or placement of a tower or antenna shall be accompanied by the following:

(a) Processing fee as provided in the city's adopted fee schedule.

(b) One copy of typical specifications for proposed structures and antenna including description of design characteristics and material.

(c) A site plan drawn to scale showing property boundaries, tower location, tower height, guy wires and anchors, existing structures, photographs, elevation drawings depicting typical design of proposed structures, parking, fences, landscape plan, and existing land uses on adjacent property; however a site plan is not required if antenna is to be co-located on an approved existing structure.

(d) A current map or update of an existing map on file, showing locations of applicant's antenna, facilities, existing towers, and proposed towers which are reflected in public records, serving any property.

(e) A report from a structural engineer registered in South Carolina showing the tower antenna capacity by type and number, and a certification that the tower is designed to withstand winds in accordance with ANSI/EIA/TIA 222 (latest revision) standards.

(f) Identification of the owners of all antennae and equipment to be located on the site.

(g) Written authorization from the site owner for the application.

(h) Evidence that a valid FCC license for the proposed activity has been issued.

(i) A line of sight analysis showing the potential visual and aesthetic impacts on adjacent residential districts.

(j) A written agreement to provide notification of abandonment within 30 days after cessation of use and to remove the tower and/or antenna within 180 days after cessation of use.

(k) Applicant must show by certificate from a registered engineer that the proposed facility will contain only equipment meeting FCC rules, and must file annually a written indemnification of the city and proof of liability insurance or financial ability to respond to claims up to \$1,000,000 in the aggregate which may arise from operation of the facility during its life, at no cost to the city, in form approved by the City Attorney.

(l) Applicant will supply additional information to determine if other zoning requirements are satisfied.

(Ord. 15-002, passed 2-24-15)

§ 157.049 SCRAP, WASTE AND RECYCLABLE MATERIALS (NAICS 42393, 42511, 42512) AND USED MOTOR VEHICLE PARTS (NAICS 42314, 44131).

The location of these uses shall be regulated by the following:

(A) No property line of a lot containing such use shall be located closer than 500 feet, measured in a straight line, of the closest point of the property line(s) of any residential use, church, school, historical place or public park.

(B) No scrap, waste or recyclable material or used motor vehicle parts shall be placed in open storage or otherwise stored in any manner where any such material is capable of being transferred out by wind, water or other natural causes.

(C) All paper, rags, cloth and other fibers, and activities involving these items, other than loading and unloading, shall be within fully enclosed buildings.

(D) All materials and activities not within fully enclosed buildings shall be enclosed by an opaque fence or wall or vegetative material, excluding no more than two points of ingress or egress, at least eight feet in height.

(Ord. 15-002, passed 2-24-15)

§ 157.050 TATTOO PARLORS (NAICS 812199).

(A) Location.

(1) Owing to the negative secondary effects of tattoo parlors as evidenced by studies performed in other locations, and the deleterious effect of such negative secondary effects on existing businesses and/or residential areas around them, the location of such uses where permitted shall be tempered by the supplemental siting criteria of this section.

(2) No property line of a lot containing such use shall be located within 1,000 feet, measured in a straight line, from the closest point of the property line(s) of any:

(a) A residence or a residential zone;

(b) A church or religious institution;

(c) Public or private elementary and secondary schools, daycare centers, museums;

(d) Public parks and recreational facilities; or

(e) U.S. Highways 1, 601 and 521, S.C. Highways 34 and 97, Springdale Drive and Interstate 20 and Ehrenclou Drive.

(f) Any other tattoo parlor. In addition, no more than one tattoo parlor shall be allowed in the same building.

(B) Expiration of permit. Each zoning permit shall expire at the end of each calendar year and may be renewed only by making application as provided herein.

(C) Fees. The annual fee for a zoning permit to operate a tattoo parlor shall be as determined by applicable zoning fees.

(D) Inspection.

(1) An applicant or permittee shall permit the Zoning Administrator and representatives of the Police, Health and Fire Departments or other governmental departments or agencies involved in code enforcement to inspect the premises of a tattoo parlor for the purpose of ensuring compliance with the law at any time it is occupied or open for business.

(2) A person who operates a tattoo parlor, or their agent or employee is in violation of this Zoning Ordinance if he refuses to permit such lawful inspection of the premises at any time it is occupied or open for business.

(Ord. 15-002, passed 2-24-15)

§ 157.051 SEXUALLY ORIENTED BUSINESSES (NAICS 812199).

(A) Location.

(1) Owing to the negative secondary effects of sexually oriented or adult uses as evidenced by studies performed in other locations, and the deleterious effect of such

negative secondary effects on existing businesses and/or residential areas around them, the location of such uses where permitted shall be tempered by the supplemental siting criteria of this section.

(2) No property line of a lot containing such use shall be located within 1,000 feet, measured in a straight line, from the closest point of the property line(s) of any:

(a) A residence or a residential zone;

(b) A church or religious institution;

(c) Public or private elementary and secondary schools, daycare centers, museums;

(d) Public parks and recreational facilities; or

(e) U.S. Highways 1, 601 and 521, S.C. Highways 34 and 97, Springdale Drive and Interstate 20 and Ehrenclou Drive.

(f) Any other adult or sexually oriented business. In addition, no more than one sexually oriented business shall be allowed in the same building.

(B) Expiration of permit. Each zoning permit shall expire at the end of each calendar year and may be renewed only by making application as provided herein.

(C) Fees. The annual fee for a zoning permit to operate a sexually oriented business shall be as determined by applicable zoning fees.

(D) Inspection.

(1) An applicant or permittee shall permit the Zoning Administrator and representatives of the Police, Health and Fire Departments or other governmental departments or agencies involved in code enforcement to inspect the premises of a sexually oriented business for the purpose of ensuring compliance with the law at any time it is occupied or open for business.

(2) A person who operates a sexually oriented business, or their agent or employee is in violation of this Zoning Ordinance if he refuses to permit such lawful inspection of the premises at anytime it is occupied or open for business.

(E) Suspension. The Zoning Administrator shall suspend a zoning permit for a period not to exceed 30 days if he determines that a permittee or an employee of a permittee has:

(1) Violated or is not in compliance with any section of this Zoning Ordinance.

(2) Engaged in excessive use of alcoholic beverages while on the sexually oriented business premises.

(3) Refused to allow an inspection of the sexually oriented business premises as authorized by this section.

(4) Knowingly permitted gambling by any person on the sexually oriented business premises.

(F) Revocation.

(1) The Zoning Administrator shall revoke a zoning permit in the event that the zoning permit of the sexually oriented business has been suspended two times within any 12 month period.

(2) The Zoning Administrator shall also revoke a zoning permit if he determines that:

(a) A permittee gave false or misleading information in the material submitted to the Building Department during the application process.

(b) A permittee or an employee has knowingly allowed possession, use or sale of controlled substances on the premises.

(c) A permittee or an employee has knowingly allowed prostitution on the premises.

(d) A permittee or an employee knowingly operated the sexually oriented business during a period of time when the permittee's permit was suspended.

(e) A permittee or an employee has knowingly allowed any act of sexual intercourse, sodomy, oral copulation, masturbation/or other sexual conduct to occur in or on the permitted premises.

(Ord. 15-002, passed 2-24-15)

§ 157.052 RECREATIONAL VEHICLE PARKS AND RECREATIONAL CAMPS (NAICS 7212).

Camps and recreational vehicles (RV) parks shall comply with the following site and design standards. Such parks are considered temporary occupancy; therefore no recreational vehicle or trailer will be allowed to remain in a park for more than three consecutive months per year.

(A) The site shall be at least two acres.

(B) The site shall be developed in a manner that preserves natural features and the landscape.

(C) The following dimensional requirements shall serve as parameters beyond which development shall not exceed.

(1) Maximum impervious surface ratio shall not exceed 15% of the project site.

(2) Minimum setbacks for all structures and recreational vehicles shall be:

Street frontage                      50 feet

All other property lines    25 feet

(3) Maximum density shall not exceed 12 vehicles per acre.

(4) Buffers and landscaping shall be as specified by § 157.138-Buffers and § 157.137-Landscaping.

(D) Areas designated for parking and loading or for travel ways shall be physically separated from public streets by suitable barriers while enabling adequate motor vehicle ingress and egress. All drives shall be located at least 150 feet from any street intersection and shall be designated in a manner conducive to safe ingress and egress.

(E) All streets within RV parks shall be privately owned and maintained.

(F) Each park site shall be served by public water and sewer systems approved by SCDHEC.

(G) The site plan for any proposed recreational vehicle park must be approved by the Planning Commission per the applicable requirements of Chapter 156-Land Development Regulations.

(Ord. 15-002, passed 2-24-15)

#### § 157.053 CHECK CASHING ESTABLISHMENTS, TITLE LOAN LENDERS AND DEFERRED PRESENTMENT LENDERS (NAICS 52239).

These uses shall comply with the following standards:

(A) The property line of a lot containing such a use shall be separated by at least 300 feet, measured in a straight line, from the closest point of any property line in any residential district, and from the closest point of the property lines of any existing residential use, religious institution use, museums, public park, day care or school, and be separated by at least 3,000 feet, measured in a straight line, from the closest point of the property lines of any other check cashing establishment, title loan lender or deferred presentment lender.

(B) The use shall be located within either a multi-tenant commercial structure with a minimum of 30,000 square feet, or totally within (without separate public access) a grocery store or other large retail establishment with a minimum of 30,000 square feet.

(Ord. 15-002, passed 2-24-15)

#### § 157.054 RESIDENTIAL USES IN CBD AND EQ DISTRICTS.

(A) Detached single-family residential dwellings, patio homes and duplexes are permitted within the CBD District at the following locations: the 700 through 900 blocks of Market Street, the 1200 and 1300 blocks of Broad Street, 900 block of Church Street and the 400 and 500 blocks of York Street.

(B) Use of the upper floors of commercial buildings in the district may be converted or used for residential purposes provided that the portion of the ground floor of the building which faces the sidewalk or other public right-of-way continues to be used or dedicated for business or commercial use. The ground floor may be used for residential garage or storage space so long as the garage or storage space is located in the rear of the building and does not face Broad or Dekalb Streets. City parking lots may be used to satisfy the off-street parking requirements for such residential uses.

(C) Multi-family dwellings conditionally permitted in the EQ District are contingent upon such units being necessary, related to or used in support of equine operations.

(D) Townhouses are permitted in the CBD except on Broad Street, Dekalb Street or Rutledge Street and comply with requirements of § 157.042.

(E) Multi-family residential buildings with units on the ground floor are permitted in the CBD except on Broad Street, Dekalb Street or Rutledge Street. The site plan for any proposed multi-family development must be approved by the Planning Commission per the applicable requirements of Chapter 156 - Land Development Regulations of this Code of Ordinances.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2020-019, passed 8-11-20)

#### § 157.055 OPEN STORAGE AREAS.

Open storage as an accessory use to non-residential uses may be conditionally permitted where indicated by § 157.029(D)-Table of Permitted Uses; provided such storage area does not occupy over 20% of the buildable area, is not located in any required setback area or public right-of-way, and is totally screened from public view by screening or placement on the lot as detailed in § 157.139-Screening.

(Ord. 15-002, passed 2-24-15)

#### § 157.056 COMMERCIAL EQUINE USES (NAICS 11292 and 711212).

Commercial horse operations shall adhere to the following guidelines:

(A) A buffer area at least 20 feet in width shall be required along the property line to separate and shield residences from parking areas, barns, paddocks, manure stockpile, restrooms, concession stands, truck unloading areas, and other similar uses. The required buffer must be landscaped per the requirements for property buffers as provided in § 157.138(H)-Property Buffers.

(B) The lot must be designed and maintained to drain so as to prevent ponding and propagation of insects or pollution of adjacent streams.

(C) The lot must be maintained in a sanitary condition through the use of appropriate measures such as lime and pesticides.

(D) All grain must be stored in rodent proof containers.

(E) Signs announcing an event may be installed on subject property 30 days prior to the event and must be removed one week after the event. Maximum of one sign per road frontage and maximum height of 20 feet and maximum size 40 square feet is allowed.

(F) Directional signs related to specific events are permitted pursuant to the standard sign permitting process. No advertising information shall be allowed on a directional sign. Signs must be removed one week after the event.

(G) The site plan for any proposed commercial equine development must be approved by the Planning Commission per the applicable requirements of Chapter 156-Land Development Regulations.

(Ord. 15-002, passed 2-24-15)

#### § 157.057 TEMPORARY USES.

(A) Permit required.

(1) The Zoning Administrator is authorized to issue a permit for temporary uses as specified in this Zoning Ordinance. No temporary use may be established without such permit. A temporary use cannot be used as living quarters, except in conjunction with fairs and carnivals as permitted below.

(2) Temporary use permits may be renewed no more than twice within one calendar year, provided that said use will not increase traffic congestion or constitute a nuisance to surrounding uses in terms of noise, parking and/or nighttime activity. Any temporary use that is determined to be creating a nuisance or disruption may have its temporary permit revoked by the Zoning Administrator.

(B) Type and location. The following temporary uses and no others may be permitted by the Zoning Administrator, subject to the following conditions.

(1) Religious meetings in a tent or other temporary structure in the GBD, or CMU District for a period not to exceed 60 continuous days.

(2) Open lot sales of Christmas trees in the CBD, GBD, LBD, or CMU District for a period not to exceed 45 days.

(3) Contractor's office and equipment shed, in any district, for a period covering construction phase of a project not to exceed one year; provided that such office be placed on the property upon which the related construction is occurring. Such permits may be extended for a period of up to one year upon application by the permittee.

(4) Temporary sales of produce and other seasonal goods in the CBD, GBD and CMU Districts for a period not to exceed 30 days, subject to the following conditions:

(a) Structures for temporary sales shall not exceed 100 square feet in floor area nor be closer than 35 feet to a right-of-way or prescriptive easement of a road.

(b) Entrances and exits to roads shall be clearly delineated.

(c) Entrances and exits shall be located as to provide safe ingress and egress from roads and shall be channeled to prevent unrestricted access to and from the premises.

(d) No more than one sign consistent with the sign provisions of this Zoning Ordinance shall be permitted.

(5) Temporary office trailers in any commercial or industrial district where the principal building is being expanded, rebuilt, or remodeled for the conduct of business while the principal building is under construction.

(6) Fairs and carnivals located no closer than 500 feet to the closest point of any property line in any residential zoning district and operating no later than 11:00 p.m. Such use may be permitted for a period not to exceed seven consecutive days.

(C) Removal. Temporary uses and structures from which temporary uses are operated shall be removed from the site within 30 days after the temporary permit has expired.

(D) Off-street parking. Unless specified by § 157.123 -Parking Requirements for a specific use, a minimum of five off-street parking spaces shall be required, and ingress/egress areas shall be clearly marked.

(E) Temporary use permit for non-profit fund raising event within a residence in a residential district.

(1) An application for such use must be filed at least three months prior to the date of event.

(2) The Zoning Administrator must review all applications for such uses.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2016-008, passed 5-10-16)

#### § 157.058 ANIMAL PRODUCTION (NAICS 112111, 11212, 11213, 1124, 1129).

Animal production, excluding animal feedlots, and limited to NAICS codes 112111, 11212 and 11213 (beef and dairy cattle); 1124 (sheep and goats); and 1129 (other animal production); and also including 71213 (zoos), shall meet the following requirements:

(A) Minimum lot size for such use shall be two contiguous acres.

(B) Such use shall not be located within 1,000 feet of any residential district or existing residence, as measured in a straight line from any portion or part of the use, including fences, structures, and equipment storage, to the closest point of the property line(s) of any residential district or existing residential use.

(C) Adequate fencing shall be provided to retain livestock on the premises and to protect the required buffer. The required buffer must be landscaped per the requirements for property buffers as provided in § 157.138(H)-Property Buffers.

(D) The number of animals kept on the property at any given time per acre shall be in such numbers that they do not present any significant off-site impacts related to noise, odor or storm water runoff.

(Ord. 15-002, passed 2-24-15)

#### § 157.059 HOME OCCUPATIONS.

Home occupations, as defined by this Zoning Ordinance, shall meet the following requirements.

(A) The home occupation shall be carried on wholly within the principal building; attached garages may be used only for the storage of parts and materials.

(B) The floor area dedicated to such use shall not exceed 25% of the floor area of the principal building.

(C) No activity shall be conducted outside, nor shall there be any associated outdoor storage, display, or refuse area in any yard of the property.

(D) No signs shall be allowed, except in conformance with the zone district regulations within which the use is located.

(E) No merchandise or articles shall be displayed so as to be visible from outside the building.

(F) No person not residing in the residence shall be employed in the home occupation.

(G) No traffic shall be generated in an amount above that normally expected in a residential neighborhood. Vehicles used by or servicing the home occupation are limited to vehicles normally associated with residential areas.

(H) No parking is needed above that accommodated in residential off-street parking.

(I) There is no alteration whatsoever of the residential character of the building(s) and/or premises.

(J) The occupation, profession, or trade is properly licensed, and generates no noise, glare, heat, vibration, smoke, dust, or odor perceptible to adjacent uses in excess of normal residential use.

(K) The occupation shall not involve the retail sale of merchandise manufactured off the premises.

(L) The occupation shall not be used for receptions, parties, etc. in which the resident receives a fee or compensation for the use of the facility.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2017-013, passed 10-10-17)

§ 157.060 ACCESSORY STRUCTURES AND USES.

(A) Accessory structures and uses to observe required setbacks. Unless specifically provided herein, all accessory structures and uses shall observe all required setbacks, yard and other requirements applicable to the principal building or use for the district within which they are located. No accessory structure or use may be located in any required buffer area. In no case shall miscellaneous articles associated with such use be stored or displayed for sale closer than 35 feet to any property line having street frontage. In no case shall any accessory use or structure be built or placed within a public right-of-way.

(B) General requirements.

(1) The use of mobile or manufactured homes, shipping containers, or similar structures as accessory buildings shall only be permitted in the CMU, GBD or IND Districts provided they are not visible from the street.

(2) The number of accessory buildings shall not exceed three on any lot or parcel in the R-15, R-10, R-6, or R-6S Districts. There is no maximum requirement for the number of accessory buildings in other districts.

(3) Accessory structures shall collectively not exceed 50% of the Gross Floor Area (GFA) of the principal structure(s) in the R-15, R-10, R-6, or R-6S Districts, or 35% of the required rear setback area. No maximum area is required for other districts.

(4) In all residential districts, corrugated or flat metal or plastic panels and similar materials cannot be used on the exterior walls of an accessory structure which is located in the side yard area. However, corrugated or flat metal or plastic panels and similar materials may be used for the exterior walls of accessory structures if the accessory structure is located in the rear-yard area and is shielded from view by the principal building, fencing, or landscaping so that it cannot be viewed from any street.

(5) In the R-15, R-10, and R-6 Districts, open storage of materials (i.e., not under a roof) shall not exceed 50 square feet.

(6) Accessory buildings in residential districts shall not be used for storage in connection with a trade, except with an approved home occupation permit.

(7) Private and decorative fences are permitted along the property line of any lot or parcel in compliance with the visibility requirements of § 157.191-Visibility at Intersections; Sight Triangle.

(C) Location. Unless specifically regulated, accessory structures and uses are permitted within the buildable area on the side or in the rear of the primary building, but not in front of the primary building. Under the following conditions; accessory structures and uses are permitted within required yards and setback areas:

(1) Off-street parking and loading space. Off-street parking and loading spaces are permitted in required yard and setback areas, but not in required buffer areas.

(2) Accessory structures, carports, garages, and other storage buildings. Detached accessory structures may be built within the required side and rear setbacks provided the structure is located no more than three feet from the rear property line. No accessory structure in a residential district shall be built closer than three feet to any side or rear property lines.

(D) Specific requirements and conditions. The following requirements apply to specific accessory uses.

(1) Domestic animal shelters and pens in residential areas for housing small animals.

(a) Within residential zones, pens and shelters may be constructed in accordance with the following restrictions for the purpose of housing domestic pets and small animals. Commercial training or breeding facilities for small animals are prohibited. Horses, chickens, and dogs are allowed provided they do not exceed the maximum number allowed as stated below.

(b) Maximum number of animals.

1. Three dogs or small domestic animals per residential lot.
2. Ten chickens per residential lot, however no roosters are allowed.

(c) Pens may be located in the rear yard only.

(d) Required setbacks.

1. Ten feet from the side and rear property lines.
2. Seventy-five feet from any adjacent residence.
3. Thirty-five feet from any guest house, pool, or recreational use.

(e) The pen must be constructed to allow for proper and sanitary waste disposal and adequate drainage to prevent ponding and propagation of insects. Application of lime and pesticides to control odor and insects will be required.

(f) All food must be stored in rodent and insect proof containers.

(2) Stables and paddock fences accessory to residential uses.

(a) Paddock fences allowed in rear yard area only, except that on lots of three acres or more, paddock fences may also be located in front and side yards.

(b) Paddock fences must be at least five feet from the nearest adjacent property line and at least 50 feet from the nearest portion of any existing residence on an adjacent parcel. Paddock fences may be located on the property line if adjacent to:

1. Permanent right-of-way (highway, wet lands).

2. Another equestrian use.

(c) Stables are allowed in the rear yard only.

(d) Each stable must have a fenced paddock area of at least 1,000 square feet.

(e) Stables must be at least ten feet from the nearest property line of any adjacent non-residential parcel and at least 100 feet from the nearest property line of any existing adjacent residential use or residentially zoned vacant parcel.

(f) Maximum four horses per acre of approved paddock area.

(g) The paddock area must be maintained so as to prevent ponding of water and the propagation of insects and to prevent pollution of adjacent streams.

(h) The paddock and stable must be maintained in a sanitary condition through the proper use of lime and pesticides.

(i) Manure must be removed at least twice weekly so as to prevent propagation of flies and creation of odors.

(j) Manure piles shall be located at least 50 feet from any property line.

(k) All grain must be stored in rodent proof containers.

(3) Portable classrooms. Portable classrooms, as an accessory use to an existing building, in any district for cultural, community, or educational facilities or religious complexes, for an indefinite period provided all setback requirements for the district in which the structures are to be located and applicable buffer and landscaping requirements are met.

(4) Fences and walls.

(a) General. The following standards shall apply to all fences and walls in all zoning districts unless otherwise noted.

1. Fences and walls shall be installed and maintained in compliance with the visibility requirements of § 157.191-Visibility at Intersections; Sight Triangle, and so as not to otherwise interfere with the needs of drivers in parking areas, at entrance and exit locations, and at street intersections.

2. Fences and walls shall be constructed such that the "finished" part of the fence or wall is located to and facing the exterior of the property.

3. Nothing in this division (D)(4) shall preclude the installation of temporary fences around construction works, erected or maintained pursuant to the Building Code, soil erosion and sedimentation requirements, or tree conservation requirements.

(b) Material and design. The following standards shall apply to all fences and walls in all zoning districts, unless otherwise noted.

1. Chain link fences shall not be permitted in a front setback area, except in the B2, CMU and IND Districts. This standard shall not apply to tennis courts and ball fields. Wire fences with a minimum grid size of 2 inches by 4 inches are allowed provided they are supported by wooden posts and include landscaping.

2. In a commercial district, fences made of chain link or similar material placed in an established yard which abuts a residential or mixed-use district shall provide a semi-opaque vegetative screen on the exterior side of the fence.

3. Security walls and fences, including but not limited to barbed wire, razor wire, concertina wire, and similar high security fencing material shall only be permitted in the IND District.

4. Electric fencing shall only be permitted where it is accessory to a permitted agricultural or equestrian use.

5. Walls and fences used for landscaping or screening shall be constructed of masonry, stone, wood, vinyl or a material similar in composition and appearance as the principal building. Such walls and fences shall be opaque or shall be of a design approved by the Zoning Administrator. See § 157.139-Screening.

6. Unfinished concrete block walls (excluding decorative concrete block) shall not be permitted.

7. Fences constructed of readily flammable material such as paper, cloth, or canvas, but not including wood, shall be prohibited.

8. Fences or walls topped with or containing metal spikes, broken glass, or similar material shall be prohibited.

(c) Height. The following height limitations shall apply to all fences and walls unless otherwise required by this subchapter.

1. The maximum height of fences and walls shall be four feet above grade when located within a required yard adjacent to a public street and a maximum of eight feet when located within any required side or rear yard not located adjacent to a public street or alley.

2. Decorative caps or spires which extend above the highest horizontal member of the fence shall not be included in the measurement of height.

3. In the GBD and IND Districts, the maximum height of fences and walls shall be six feet above grade when located within a required yard adjacent to a public street if the fence is setback ten feet from the front property line and the area between the fence and the property line is landscaped per the requirements of § 157.137-Landscaping and § 157.138-Buffers. Fences shall be a maximum of eight feet when located within any required side or rear yard not located adjacent to a public street.

(5) Swimming pools. Swimming pools located on any site, including single-family residential sites, shall meet the following requirements.

(a) Located in a side or rear yard only.

(b) Located a minimum of ten feet from any property line.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2017-013, passed 10-10-17; Am. Ord. 2021-012, passed 6-22-21)

#### § 157.061 HUNTING.

Hunting is allowed on undeveloped tracts of land of at least 100 contiguous acres in size, where permitted as provided in § 157.029(D)-Table of Permitted Uses.

(Ord. 15-002, passed 2-24-15)

#### § 157.062 SATELLITE DISHES AND OTHER ANTENNAS ACCESSORY TO RESIDENTIAL USES.

Satellite dish antennas measuring 39.97 inches or less in diameter and other antennas designed to receive broadcast satellite service, video programming services via broadband radio service (wireless cable), or local television broadcast signals, and accessory to a residential use as defined by this chapter and by the Federal Telecommunications Act of 1996, shall meet the following requirements, to the extent that such requirements do not impair the installation, maintenance or use of such device:

(A) Such uses may be located on the roof of the structure and in required rear and side yards.

(B) No such use may be located closer than five feet to the nearest property line.

(C) If located within the buildable area of the lot of the residence, the use shall not extend or be located in front of any principal building.

(D) Satellite dishes shall be located to reduce visual impact from surrounding properties at street level and from the public right-of-way.

(Ord. 15-002, passed 2-24-15)

#### § 157.063 MOBILE FOOD VENDING.

(A) A valid mobile vending permit issued by the Zoning Administrator is required prior to setting up or selling merchandise. Permit certificates shall be attached to the mobile vending unit where it is readily visible, and shall include the current name, mailing address and valid phone number of the mobile food vending unit owner.

(B) All vendors must obtain a city business license.

(C) Permitted merchandise shall be limited to edibles, hot and cold beverages containing no alcohol, and items related to such merchandise.

(D) Permission to operate must be obtained from the owner of the property on which the mobile vending unit is situated, or an authorized representative of the property owner.

(E) No more than one mobile food vending unit shall be allowed on any given lot at the same time without first obtaining a special event permit.

(F) Required parking for the business(es) located on the lot shall be minimally affected.

(G) Signage shall be permitted on the vehicle only to identify the name of the product, the name of the vendor, and the posting of prices. A separate menu board is allowed, not exceeding 12 square feet in area and 40 inches in height. This sign must be located on the same lot as, and within close proximity to, the mobile food vending unit, and shall not be placed on the sidewalk or the public right-of-way.

(H) The mobile food vendor shall only use single-serve plates and utensils. Garbage and recycling receptacles must be made available for patron use and removed from the site daily by the mobile food vendor.

(I) Mobile food vendors shall meet all applicable DHEC regulations for mobile food vending unit and possess a valid DHEC permit, where applicable.

(J) Any mobile food vendor or mobile food vending unit that has been issued a notice of health violation by any department or agency of the state of South Carolina, which remains uncorrected upon a subsequent inspection, shall have its mobile food vending permit revoked.

(K) Mobile food vendors shall properly store all fat, grease, oil, or waste water and shall dispose of all such waste only at locations designated and authorized to accept and dispose of such waste.

(L) A mobile food vendor shall not:

- (1) Leave any vehicle unattended;
- (2) Store, park, or leave any vehicle overnight on any street or sidewalk;
- (3) Leave from any location without first picking up, removing and disposing of all trash or refuse remaining from sales made by the vendor;
- (4) Solicit or conduct business with persons in motor vehicles;
- (5) Sell anything other than that for which a valid license to vend has been issued;
- (6) Sound or permit the sounding of any device that produces a loud or raucous noise, or use or operate any loudspeaker, public address system, radio, sound amplifier or similar device to attract the attention of the public;

(7) Allow any item relating to the operation of the vending business to lean against or hang from any building or other structure lawfully placed on public property;

(8) Change vending location without first notifying the Zoning Administrator and submitting the required permissions and site plan; and

(9) Discharge fat, grease, oil, or waste water into the sanitary sewer or stormwater system.

(M) Catered events, special events and mobile food vendors that fall under a special event permit are exempt from these requirements.

(Ord. 2016-008, passed 5-10-16)

## AREA, DENSITY, DIMENSIONAL AND HEIGHT REQUIREMENTS

### § 157.076 PURPOSE, INTENT AND APPLICABILITY.

In order to insure that new development, renovations, and reconstructions are designed, sized, and sited to compliment the area in which they are located and the character of the city in general; and to protect existing development and property values through the promotion of high standards of compatibility; the following standards are hereby adopted.

(Ord. 15-002, passed 2-24-15)

### § 157.077 CONFORMANCE.

All permitted, conditional and accessory uses shall conform to the area, height, density and dimensional requirements as provided in this chapter for the district in which the use is located.

(Ord. 15-002, passed 2-24-15)

### § 157.078 AIRPORT HEIGHT REQUIREMENTS.

In addition to the height restrictions imposed by this chapter, all structures shall comply with applicable federal height restrictions for air travel safety as provided in the Kershaw County - Woodward Field Airport Airspace Plan, as it may be amended from time to time.

(Ord. 15-002, passed 2-24-15)

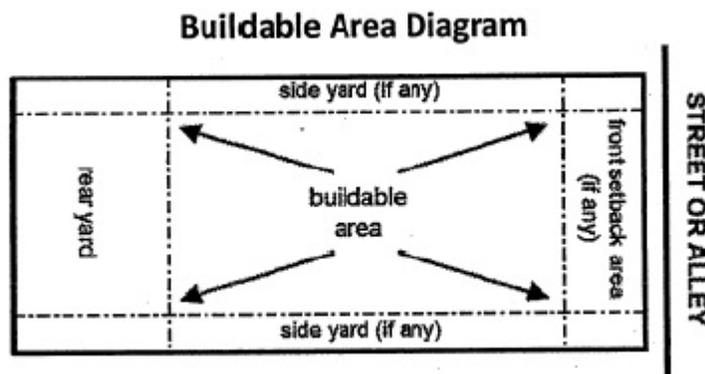
### § 157.079 MODIFICATION OF REQUIREMENTS.

The requirements of this chapter may be further modified by other applicable sections of this Zoning Ordinance, including, but not limited to, those provided in §§ 157.038 through 157.062-Conditional Use Regulations and §§ 157.093 through 157.096-Design Standards.

(Ord. 15-002, passed 2-24-15)

#### § 157.080 YARD MEASUREMENTS, BUILDABLE AREA.

The required front, side and rear yards for individual lots, as set forth for the particular zoning district within which a given lot is located, shall be measured inward toward the center of said lot from all points along the respective front, side and rear property lines of the lot. Once the required yard areas of a given lot have been established, the remaining area of the lot which is not included in any required front, side or rear lot shall be known as the buildable area within which the approved structure(s) shall be placed.



Source: San Francisco Planning Dept., Zoning Administrator Bulletin No. 5.

(Ord. 15- 002, passed 2-24-15)

#### § 157.081 STRUCTURES AND PROJECTIONS INTO REQUIRED YARDS AND RIGHTS-OF-WAY.

Every building or structure hereafter erected or established shall be located within the buildable area as defined by this Zoning Ordinance, and in no case shall such buildings extend beyond the buildable area into the respective front, side, rear yards or other setbacks or into public rights-of-way, except for the following:

- (A) Ornaments, eaves, chimneys, cornices, window sills, awnings and canopies, which may project into any required yard a distance not to exceed two feet.
- (B) Accessory structures and uses, only as permitted by § 157.059.
- (C) Awnings in the CBD District, provided they extend over a sidewalk; provided that they consist of light gauge frame; are covered with canvas, vinyl, or similar material; are no

closer than two feet to the curb and do not extend more than eight feet from the awning's point of attachment; are no closer than six feet to the trunk of any tree; have a minimum clearance of eight feet above the sidewalk; and a maximum height of 12 feet.

(D) Permitted fences and walls, security gates, paths, walkways, mailboxes, utility poles, lighting fixtures, patios at grade, and similar features may be located in a required yard or buffer, so long as the sight triangle on corner lots is not obscured.

(E) Permitted signs may be located in an established front or side yard abutting a public street.

(F) Off-street parking areas, maneuvering areas for parking, and loading areas, but not including loading structures, are allowed in required yards and setbacks, but are not allowed in required buffers or public rights-of-way.

(Ord. 15-002, passed 2-24-15)

#### § 157.082 LOT AREA, WIDTH AND SETBACK REQUIREMENTS.

(A) Required lot area, lot width and setbacks by district.

District

Minimum

Lot Area (sq. ft.)

Lot Width (ft.)

Yard and Building Setbacks (ft.)

Single- Family Res.

Non-Res.

Front1

Side

Rear

All Streets

Res.

Non-Res.

Res.

Non-Res.

District

Minimum

Lot Area (sq. ft.)

Lot Width (ft.)

Yard and Building Setbacks (ft.)

Single- Family Res.

Non-Res.

Front1

Side

Rear

All Streets

Res.

Non-Res.

Res.

Non-Res.

Residential

RE

66,000

NA

200

35

20

NA

30

NA

R-15

15,000

30,000

80

35

10

25

20

40

R-10

10,000

20,000

75

25

10

25

20

40

R-6

6,000

20,000

50

25

5

25

20

40

R-6S

6,000

20,000

50

25

5

25

20

40

Non-Residential

OI

10,000

10,000

75

25

10

10

20

20

CBD

none

none

none

none

(l)(a)2

(l)(a)2

(1)(b)2

(l)(b)2

GBD

15,000

15,000

100

35

10

(2)(a)2

20

(2)(b)2

LBD

10,000

10,000

75

35

5

10

20

20

IND

NA

60,000

200'

35

NA

(3)(a)2

NA

(3)(b)2

CMU

15,000

15,000

100'

35

15

(3)(a)2

15

(3)(b)2

EQ

871,200

871,200

800'

35

20

(4)(a-e)2

30

(4)(a-e)2

1 Measured from front property line

2 See cited subsection(s) in § 157.082(C)

(B) Required lot area for duplexes, multi-family, townhouses, patio homes and zero lot line developments.

(1) Duplexes and small multi-family. Within all zoning districts where such uses are allowed, the minimum lot size for a duplex is 6,000 square feet per dwelling unit, and for a multi-family development with three or more dwelling units is 4,000 square feet per dwelling unit.

(2) Patio homes and zero lot line housing. The minimum lot area for patio home and zero lot line developments is 3,000 per dwelling unit. Maximum density shall not exceed eight dwelling units per acre.

(C) Exceptions to required setbacks.

(1) Exceptions to setback requirements in the Central Business District (CBD). The following exceptions apply to setback requirements in the CBD:

(a) Side setbacks. No side setback (yard) is required for residential or nonresidential uses in the CBD, except on lots that are adjacent to an existing residential use, where a minimum setback of 15 feet shall be provided along the line separating the properties. However, if a side setback (yard) is provided it shall be not less than three feet wide.

(b) Rear setbacks. A minimum rear setback (yard) of ten feet is required for both residential and non-residential uses in the CBD, except that no setback shall be required where there is an alley to the rear.

(2) Exceptions to setback requirements in the General Business District (GBD). The following exceptions apply to setback requirements in the GBD:

(a) Side setbacks for non-residential uses. The minimum side setback (yard) for non-residential uses in the GBD is 15 feet, and is required on one side only. However, on lots adjacent to a residential zoning district, the minimum side setback shall be 100 feet. Though not required, if a side setback is provided on the other side of the property, it shall not be less than three feet wide.

(b) Rear setbacks for non-residential uses. The minimum rear setback (yard) for non-residential uses in the GBD is 20 feet, except on lots adjacent to a residential zoning district, where the minimum rear setback shall be 100 feet.

(3) Exceptions to setback requirements in the Industrial (IND) and Commercial Mixed Use (CMU) Districts. The following exceptions apply to setback requirements in the IND and CMU Districts:

(a) Side setbacks for non-residential uses. The minimum side setback (yard) for non-residential uses in the IND and CMU Districts is ten feet, except on lots adjacent to a residential zoning district, where the minimum side setback shall be 100 feet.

(b) Rear setbacks for non-residential uses. The minimum rear setback (yard) for non-residential uses in the IND and CMU Districts is 20 feet, except on lots adjacent to a residential zoning district, where the minimum setback shall be 100 feet.

(4) Exceptions to setback requirements in the Equestrian (EQ) District. The following exceptions apply to setback requirements in the EQ District:

(a) All stables, hay barns, any structure used to house or shelter horses, and all other accessory buildings and fences for paddocks (smaller than one acre) shall be not less than 100 feet from any property line.

(b) Loud speakers shall be not less than 300 feet from any property line of an existing residential property or residentially zoned property.

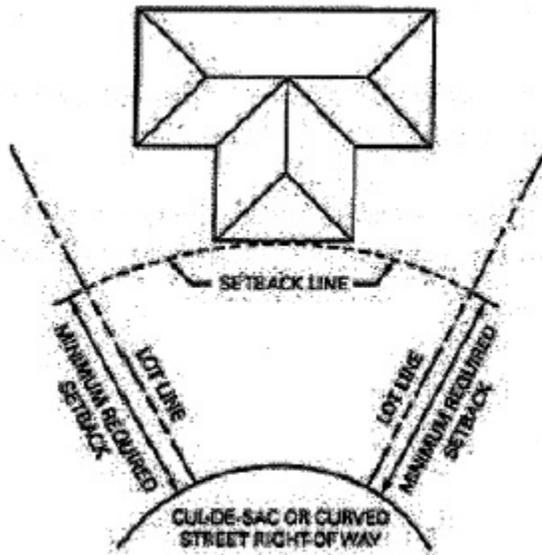
(c) Manure stockpiles, restroom areas, portable restrooms, and concession stands shall be not less than 300 feet from any property line.

(d) Fences for pastures one acre or more in size may be built on the property line, except for areas adjacent to existing residential or commercial uses where such pasture fences may be no closer than ten feet from the property line.

(e) Walking trails and other horse training operations within the pasture areas shall be located no closer than 20 feet from the nearest property line of an existing residential property or residentially zoned property.

(D) Setback measurement on cul-de-sacs. The front setback for lots on cul-de-sacs shall be measured parallel to the arc of the street right-of-way and inward toward the center of the lot, as illustrated in the following diagram.

**Front Setback Measurement on Cul-de-Sacs Diagram**



*Source: Town of Cary, North Carolina, Land Development Ordinance.*

(Ord. 15-002, passed 2-24-15; Am. Ord. 2021-012, passed 6-22-21)

§ 157.083 YARD AND SETBACK MODIFICATIONS.

(A) General.

(1) Where a lot abuts upon an alley, one-half of the alley width may be considered as a portion of the required yard or setback.

(2) Where a lot is adjacent to a railroad right-of-way, contiguous side and/or rear yard setbacks may be reduced by 50%; provided said reduction is in accordance with applicable railroad standards.

(B) Front yards.

(1) The front yard setback requirements for dwellings shall not apply on any lot where the average setback of any existing buildings located wholly or in part within 100 feet on each side of such lot within the same block and zoning district, and fronting on the same side of the street, is less than the minimum required setback. In such cases, the setback on such lot may be less than the required setback, but not less than the average of the setbacks of all existing buildings within 100 feet on each side of such lot within the same block and zoning district, and fronting on the same side of the street.

(2) Where a lot fronts on two non-intersecting streets, or two intersecting streets forming an angle of 60 degrees or less, front yards shall be provided on both streets.

(C) Side Yards. When the intersection of two streets forms a corner lot, then the following criteria for side setbacks shall apply:

(1) For detached single-family residential uses, the side setback on the side street may be reduced by 25%. Provided that if the lot is located on a cul-de-sac, sharp curve, has three street frontages, or a configuration such that the side of the proposed house cannot align with adjacent houses, then the Zoning Administrator may reduce the required setback amount by 25%.

(2) For all uses other than detached single-family residential, the side setback on the side street shall be not less than the required front setback.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2019-011, passed 5-14-19)

§ 157.084 HEIGHT, IMPERVIOUS SURFACE AND DENSITY REQUIREMENTS.

(A) Required height, impervious surface, and residential density.

District

Maximum

Height (ft.)

Impervious Surface Ratio<sup>1</sup>

Residential Density<sup>2</sup>

District

Maximum

Height (ft.)

Impervious Surface Ratio<sup>1</sup>

Residential Density<sup>2</sup>

Residential

RE

35

0.30

0.75

R-15

35

0.50

2.5

R-10

35

0.60

5.0

R-6

35

0.70

10.0

R-6S

35

0.60

6.0

OI

35

0.75

5.0

CBD

40

1.00

NA

GBD

60

0.90

15.0

LBD

35  
0.75  
5.0  
IND  
0  
0.75  
NA  
CMU  
60  
0.90  
15.0  
EQ  
35  
0.10  
2.5

1 Measured as a percentage of total lot area

2 Measured in dwelling units per gross acre

(B) Measurement of building height. Building height shall be measured per the requirements of § 157.192 -Measurements and the following procedures.

(1) Measuring building height from grade. The height of buildings is the vertical distance above grade. Grade shall be established as:

(a) The elevation of the highest adjoining sidewalk or ground surface within a five foot horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than ten feet above, or

(b) The elevation that is ten feet higher than the lowest grade when the sidewalk or ground surface.

(2) Measuring building height for different roof types.

(a) Flat roof: measure to the top of the parapet, or if there is no parapet, to the highest point of the roof.

(b) Mansard roof: measure to the deck line.

(c) Pitched, hipped, or gambrel roof where roof pitch is 12 in 12 or less: measure to the average height of the highest gable.

(d) Other roofs where the roof pitch is 12 in 12 or less: measure to the highest point.

(e) Stepped or terraced building: measure to the highest point of any segment of the building.

(C) Exception to height requirements in residential districts. In all residential districts, the maximum height of the primary residence may exceed 35 feet provided that the part of the residence which is higher than 35 feet is set back an additional two feet for each foot of height over 35 feet.

(D) Exceptions to height limitations. The height limitations of this chapter shall not apply to church spires, belfries, cupolas, domes not intended for human occupancy, monuments, water towers, utility poles, chimneys, conveyors, flag poles, masts, or roof mounted mechanical equipment or communication towers and antennas.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2016-016, passed 10-11-16; Am. Ord. 2021-012, passed 6-22-21)

## DESIGN STANDARDS

### § 157.093 PURPOSE AND APPLICABILITY.

(A) In order to insure that new development, renovations, and reconstructions are designed, sized, and sited to complement the area in which they are located and the character of the city in general; and to minimize traffic hazards and situations which endanger public safety; and to protect existing development and property values through the promotion of high standards of design and compatibility; and to provide for a high quality of life for our citizens by promoting a variety of housing styles, transportation choices, and well planned parks and open spaces; the following standards shall apply to all development in all zoning districts unless otherwise noted.

(B) The following design standards shall apply to a specific type of land use or an overlay district inasmuch as the standard would apply to the applicable underlying district, unless properties in an overlay are otherwise exempted within the text of this Zoning Ordinance. Please review the overlay district requirements as set out in § 157.030 for guidance on interpreting applicability of these standards to an individual property or district. The category "All Commercial" shall apply to all commercial development, including businesses, offices, and industrial uses unless otherwise noted.

(Ord. 15-002, passed 2-24-15)

§ 157.094 DESIGN STANDARDS FOR BUILDINGS.

(A) Awnings.

In order to promote the appropriate use of awnings, the following standards shall apply to all awnings, on all buildings, where provided, unless otherwise noted.

APPLICABILITY

"X" means that the standard is required and compliance shall be determined by staff.

All Commercial

Downtown Core

COM

COL

1

Awnings, where provided, shall be placed at the top of window and door openings and shall relate to the shape of the top of the window or doorway.

X

2

Awnings shall be made of canvas, vinyl or similar material.

X

X

3

Awnings shall be self-supporting from the wall; no supports shall rest on or interfere with the use of pedestrian walkways, streets, trees or utilities. Awnings shall extend over a light gauge frame.

X

X

4

Awnings may encroach the sidewalk up to 4 feet, must clear the sidewalk vertically by at least 8 feet but by no more than 12 feet, and shall not be placed closer than 6 feet to the trunk of a tree.

X

X

5

There shall be a coordinated plan for multiple awnings on a single building.

X

(B) Building presentation and wall pattern.

In order to have buildings that properly front public streets and public places, and to define urban street space and foster compatibility between development sites, the following standards shall apply to all buildings, unless otherwise noted.

APPLICABILITY

"X" means that the standard is required and compliance shall be determined by staff.

All Commercial

Downtown Core

CMOL

COL

1

Front building facades shall be substantially parallel to the front property line except that:

- a) The entrance of corner buildings may be oriented to front the corner;
- b) Buildings interior to a development site may be arranged to front a common courtyard, parking area, driveway;
- c) Where the street curves at the front property line the building shall be parallel to a tangent of the curve that does, or would if lines were extended, intersect the side property lines; and
- d) Sideyard houses built to conform to historic design principles shall be exempt from this requirement.

X

2

All loading docks, storage areas, solid waste, maintenance equipment and similar items shall be screened from public view.

X

3

Any side of a non-residential building that faces an arterial or collector street shall be treated as a building facade for the purposes of applying the standards of this Zoning Ordinance.

X

4

Additions and new construction shall maintain the existing building wall pattern by extending the building front from side lot line to side lot line, except that an appropriate architectural wall or similar design feature may be used instead of a building extension.

X

(C) Exterior materials.

In order to have buildings clad with a type, texture, and color of material that relates to natural material elements found in Camden and Kershaw County, and which respects our history and the area of the city in which the building is located, the following standards shall apply to all building exteriors, unless otherwise noted.

APPLICABILITY

"X" means that the standard is required and compliance shall be determined by staff.

All Commercial

Downtown Core

CMOL

COL

In order to have buildings clad with a type, texture, and color of material that relates to natural material elements found in Camden and Kershaw County, and which respects our history and the area of the city in which the building is located, the following standards shall apply to all building exteriors, unless otherwise noted.

APPLICABILITY

"X" means that the standard is required and compliance shall be determined by staff.

All Commercial

Downtown Core

CMOL

COL

1

The exterior finish material on all facades shall be limited to brick, stucco, fiber cement siding (e.g. HardiePlank).

X

X

2

Concrete block, sheet metal and corrugated metal are prohibited as an exterior wall material on all buildings except for the rear side of commercial and industrial buildings that area screened from public view. However, textured or patterned concrete block which mimics the appearance of brick, stone, or hard stucco is permissible.

X

X

X

3

Paint colors used on exterior walls of non-residential buildings shall be of low reflectance, subtle, neutral, or earth tone colors or shall relate to historic building colors found within the city generally or on neighboring historic buildings. Contrasting colors shall be kept in tone with the primary color.

X

4

Highlighting trim and dark contrasting features, including stripes, light panels, shutters, facades, doors, awning, logos, sign backgrounds, light poles, and other structures on the site, shall meet the following standards:

X

4

a) The exterior wall area of each side of the building may contain non-fluorescent highlighting trim or dark contrasting features which use bright, dark, or vivid colors, but are restricted to the following percentages: 10% for red, yellow, orange and purple; and 20% for blue, green black and brown. In the event that more than one highlighting color is used the allowance for the colors will be prorated.

b) If a sloping facade is installed, only one-half of the highlighting color percentages mentioned above are allowed on the exterior of the building.

X

5

A sloping facade cannot exceed 30% of the exterior wall height of a building measured vertically.

X

6

A sloping facade may be any roof color permitted by this code for the area in which it is located.

X

(D) Facades, windows, and roofs.

In order to have well designed facades that add to the city's architectural inventory and that provide visual interest to the pedestrian and cyclist, the following standards shall apply to all facades, windows, and roofs.

APPLICABILITY

"X" means that the standard is required and compliance shall be determined by staff.

All Commercial

Downtown Core

CMOL

COL

In order to have well designed facades that add to the city's architectural inventory and that provide visual interest to the pedestrian and cyclist, the following standards shall apply to all facades, windows, and roofs.

#### APPLICABILITY

"X" means that the standard is required and compliance shall be determined by staff.

All Commercial

Downtown Core

CMOL

COL

1

Buildings in the downtown, with the exception of civic buildings, shall have the first floor designed with a shopfront at sidewalk level along the entire length of the building front.

X

2

Shopfronts (first floor only) shall contain no less than 50% glazing with clear glass. Glass shall be a minimum of 18 inches above the sidewalk.

X

3

Doors and windows that operate as sliders are prohibited along frontages.

X

X

X

4

Openings above the first story shall not exceed 50% of the exterior wall area, with each floor being calculated independently. However, individual windows shall be a minimum of 15 square feet.

X

X

5

Flat roofs shall have a parapet wall along the front facade of the building.

X

6

Pitched roofs shall be dark-colored fiberglass shingles (except red and blue), slate, clay tile, or standing-seam copper roofs. Corrugated metal roofs are permitted if they are installed on a gabled or hipped roof.

X

7

Colors used on roofs are limited to the following:

- a) Asphalt shingles may be any color except red or blue.

b) Metal, plastic or fiberglass roofs may be tan, gray, brown, slate, clay, black, white, burgundy, evergreen or metallic.

X

8

New construction and additions to or remodeling of existing buildings shall maintain a clear visual division between street level and any upper floors using cornice lines, windows, or similar architectural elements.

X

9

The primary entrance to a building shall be architecturally and functionally designed on the front facade of the building facing the primary public street.

X

10

All openings, including porches, and windows, with the exception of shopfronts, shall have a width that does not exceed height.

X

X

(E) Size, scale, and compatibility of design.

In order to promote compatibility of design within the built environment while encouraging creativity and variety, the following standards shall apply to all buildings, unless otherwise noted.

#### APPLICABILITY

"X" means that the standard is required and compliance shall be determined by staff.

All Commercial

Downtown Core

CMOL

COL

1

The scale and design of the exterior of any new building or the renovation of the exterior of any existing building fronting the following street segments shall be of a design that is architecturally compatible and in aesthetic harmony with nearby historic properties. Brick veneers must be of a compatible color and style.

Broad Street: Laurens Street to Ehrenclou Drive

Dekalb Street: Campbell Street to Mill Street

Rutledge Street (entire street)

York Street: Broad Street to Mill Street

X

X

2

Blank or uninterrupted building facades visible from the corridor shall be designed in a manner that reduces the building mass by breaking the facade into smaller segments. Design techniques that include repetitive features or similar architectural elements may be utilized to accomplish this. (This standard shall not apply to industrial buildings.)

X

3

No single multi-family development shall contain more than 10 acres or 140 units.

X

4

Multi-story, multi-family facilities shall have internal access only or access from common stairwells located under the roofline between building sections, the purpose of this regulation is to prevent these facilities from having the appearance of a motel.

X

(Ord. 15-002, passed 2-24-15)

#### § 157.095 DESIGN STANDARDS FOR LOTS.

(A) Access.

The intent of these standards is to promote safe, convenient, and sufficient access to all properties by vehicles, pedestrians, and bicyclists. The following standards shall apply to all uses, unless otherwise noted.

#### APPLICABILITY

"X" means that the standard is required and compliance shall be determined by staff.

All Commercial

Downtown Core

CMOL

COL

1

All vehicular access to a development containing multiple destinations (e.g., malls, strip centers, multiple building developments, etc.) shall be provided by means of a shared driveway, side street, or frontage road. (This standard shall not apply to industrial buildings in the IND District.)

X

2

The approaches to loading and unloading areas in mixed-use and commercial districts shall be designed to minimize conflict with onsite vehicular, pedestrian, and bicycle traffic and with adjacent residential uses.

X

3

Buildings with uses requiring public access shall provide the primary pedestrian access from the street front.

X

4

At least one driveway or other vehicular link shall be provided between adjacent mixed-use and commercial properties, such as shops and offices, which require public access.

X

5

Cross block passages are encouraged and where provided shall be designed with a minimum 8-foot-wide pedestrian pathway.

X

(Ord. 15-002, passed 2-24-15)

§ 157.096 DESIGN STANDARDS FOR SERVICES AND UTILITIES.

In order to subordinate the appearance of services and utilities on individual sites and throughout the city's jurisdiction, the following standards shall apply to all services and utilities in all districts unless otherwise noted.

(A) Mechanical equipment.

In order to promote quality design and aesthetics the following standards shall apply to all lots, unless otherwise noted.

APPLICABILITY

"X" means that the standard is required and compliance shall be determined by staff.

All Commercial

Downtown Core

CMOL

COL

1

Mechanical equipment at ground level shall be placed on the parking lot side of buildings away from public streets and buildings on adjacent sites, except for non-multi-family residential uses and industrial buildings in the CMU district. All such equipment shall be substantially screened from public view.

X

-

2

Mechanical equipment and antennas located on rooftops shall be camouflaged as a normal architectural feature of the building, or hidden by a decorative cornice or parapet wall, as seen from the ground.

X

X

X

(B) Trash, garbage and recycling.

In order to promote quality design and aesthetics the following standards shall apply to all lots, unless otherwise noted.

APPLICABILITY

"X" means that the standard is required and compliance shall be determined by staff.

All Commercial

Downtown Core

CMOL

COL

1

All trash and recycling receptacles and storage areas shall be located away from public streets and screened entirely from public view.

X

2

All non-vegetative screening used to block public view of trash and recycling receptacles and storage areas shall be made of materials compatible in color and type to the principal structure(s) on the property.

X

(C) Drive-thru windows and similar accessories.

In order to protect the safety of motorists and pedestrians and promote quality design and aesthetics the following standards shall apply to all lots, unless otherwise noted.

APPLICABILITY

"X" means that the standard is required and compliance shall be determined by staff.

All Commercial

Downtown Core

CMOL

COL

1

Drive-thru windows, freestanding ATMs, and similar devices and accessory uses shall only be placed in areas that will not interfere with the safe movement of pedestrians and vehicles in parking and driveway areas.

X

2

Drive-thru windows, freestanding ATMs, and similar devices shall not be placed between the primary facade of a building and the public street.

X

(Ord. 15-002, passed 2-24-15)

## SIGN REGULATIONS

### § 157.103 PURPOSE.

The purpose and intent of these regulations is to protect the dual interests of the public and the advertiser. The regulations herein are designed to protect public safety and ensure the maintenance of an attractive physical environment, while satisfying the needs of sign users for adequate identification, communication and advertising.

(Ord. 15-002, passed 2-24-15)

### § 157.104 APPLICABILITY AND CONFORMANCE.

(A) A sign may be erected, placed, established, created, installed or maintained in the city only in conformance with the requirements of this subchapter. From and after its adoption, no sign may be enlarged, erected, modified or replaced unless it conforms to the requirements of this subchapter.

(B) All signs located in a Historic Overlay District shall be subject to additional requirements as provided in Chapter 158.

(Ord. 15-002, passed 2-24-15)

### § 157.105 STANDARDS APPLICABLE TO ALL SIGNS.

(A) Location.

(1) No sign shall be located within the visual clearance areas as defined in § 157.191.

(2) Signs shall relate in their placement and size to other building elements without obscuring building elements such as windows, cornices, or decorative details, except that signs may be placed on the inside of windows where permitted by and according to such standards set forth in this Zoning Ordinance.

(B) Pedestrian area clearance. When a sign extends over a sidewalk, walkway or other spaces accessible to pedestrians, the bottom of the sign structure shall be at least eight feet above the ground.

(C) Vehicle area clearance. When a sign extends over an area where a vehicle travels or is parked, the bottom of the sign shall be at least 14 feet above the ground. Vehicle areas include driveways, alleys, parking lots, and loading and maneuvering areas.

(D) Construction. All signs must:

(1) Be constructed in compliance with all applicable provisions of the Building Code and the Electrical Code;

(2) Consist of durable all-weather materials;

(3) Be maintained in good condition; and

(4) Not be permitted to fall into disrepair.

(E) Signs shall not have light-reflecting backgrounds, but may use light-reflecting lettering.

(F) Illumination.

(1) Light sources used to externally illuminate signs shall only use white lights, must be shielded and shall be directed so that all direct light falls entirely on the sign face.

(2) Light sources used to illuminate signs shall neither be visible from any street right-of-way nor cause a glare hazardous to pedestrians or vehicle drivers, and shall not create a nuisance to adjacent properties.

(3) No illumination simulating traffic control devices or emergency vehicles shall be used; nor shall lights that are intermittently switched on and off, changed in intensity or color, or otherwise displayed to create the illusion of flashing or movement be permitted.

(4) Illumination using exposed bulbs is prohibited.

(5) Lights used to illuminate signs must remain at a constant intensity.

(6) Neon lights or strip lights are not allowed on the exterior of a building unless they are used as an internal light source of translucent panels or signs.

(7) Signs for permitted nonresidential uses in residential zoning districts may be internally or externally illuminated.

(8) In the Corridor Overlay District and Downtown Core lettering and logos on a sign can only be internally illuminated using silhouette lighting.

(G) Colors.

(1) No fluorescent colors shall be used.

(2) The only colors allowed for the background of signs are white, grey or any pastel color except as follows:

(a) In CBD, GBD, IND, and CMU zoning districts, the background of freestanding signs, except incidental signs, that do not exceed 40 square feet in area and six feet in height shall be any non-fluorescent color.

(b) The background of flush-mounted building signs may be black, blue or green; if the background color is used as a highlighting color on the exterior wall areas.

(H) Sign measurement.

(1) The area of a sign enclosed in frames or cabinets is determined by measuring the outer dimensions of the frame or cabinet surrounding the sign face.

(a) Sign area does not include foundation or supports.

(b) Only one side of a double-faced or V-shaped freestanding sign is counted in the calculation of total sign area. The height of a sign shall be measured from the natural grade to the top of the sign face or sign structure, whichever is higher.

(2) Sign height shall be measured according to the procedures set forth in § 157.192(B)(2).

(3) For signs on a base material and attached without a frame, such as wood board or polycarbonate panel, the dimensions of the base material are to be used in the measurement, unless it is clear that part of the base contains no sign-related display or decoration.

(4) For sign structures consisting of individual pieces attached to a building wall, sign area is determined by the smallest perimeter that can be drawn around all sign elements.

(5) For sign structures containing multiple modules oriented in the same direction, sign area is determined the smallest perimeter that can be drawn around all sign elements.

(6) For signs incorporated into awnings, the entire panel containing the sign is counted as the sign face, unless it is clear that part of the panel contains no sign-related display or decoration.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2017-013, passed 10-10-17; Am. Ord. 2019-020, passed 11-12-19)

#### § 157.106 SIGNS ON PRIVATE PROPERTY.

Signs shall be allowed on private property in accordance with the following table:

A = Allowed without a permit

P = Permit required

N = Not allowed

ZONING DISTRICT

SIGN TYPE

RE, R-15, R-10, R-6 R-6S

CBD

GBD

OI, LBD

IND

CMU

A = Allowed without a permit

P = Permit required

N = Not allowed

ZONING DISTRICT

SIGN TYPE

RE, R-15, R-10, R-6 R-6S

CBD

GBD

OI, LBD

IND

CMU

Freestanding Signs

Principal

P1

P

P

P

P

P

Incidental

N

P

P

P

P

P

Sidewalk

N

P

P

N

N

N

Subdivision

P

N

N

N

N

P

Buildings Signs

Awning

N

P

P

N

P

P

Canopy

N

P

P

P

P

P

Identification

A

P

P

P

P

P

Incidental

N

P

P

P

P

P

Integral Roof

N

N

P

N

P

P

Marquee

N

N

P

N

P

P

Projecting

N

P

P

P

P

P

Wall

P

P

P

P

P

P

Window

N

A

A

A

A

A

Copy and Illumination

Changeable Copy

P

P

P

P

P

P

Illumination, External

P

P

P

P

P

P

Illumination, Internal

P1

A

A

A

A

A

1 - Applies only to permitted institutional uses that meet the criteria included in § 157.107(A)(8)

(Ord. 15-002, passed 2-24-15; Am. Ord. 2015-022, passed 10-13-15; Am. Ord. 2016-002, passed 3-8-16; Am. Ord. 2021-012, passed 6-22-21)

§ 157.107 REQUIREMENTS FOR PERMANENT SIGNS.

(A) Freestanding signs.

(1) Freestanding signs are allowed on lots with at least 50 feet of street frontage. Where permitted, freestanding signs may be installed in required buffers.

(2) All freestanding signs shall have a maximum width of ten feet.

(3) Freestanding signs must meet the following requirements:

(a) One freestanding sign per street frontage is allowed.

(b) In the OI and LBD zoning districts, principal signs shall have a maximum sign area of 20 square feet and a maximum height of six feet.

(c) In the CBD, GBD, IND and CMU zoning districts, principal signs shall have a maximum sign area of 40 square feet and a maximum height of six feet, except that multi-tenant developments on lots with 400 feet or more of street frontage may have one freestanding sign with a maximum sign area of 100 square feet and a maximum height of 15 feet. Sign area and height for lots with street frontage less than 400 feet shall be prorated.

(d) Pole signs shall only be internally illuminated.

(e) Monument signs may be internally or externally illuminated.

(4) Free-standing signs. Free-standing signs are permitted in all required yards, and front yard buffer areas (only).

(5) Incidental signs shall have a maximum sign area of three square feet and a maximum height of two and one-half feet. Incidental signs may only be internally illuminated.

(6) Sidewalk signs shall meet the following requirements:

(a) One sidewalk sign is allowed per business.

(b) A maximum height of four feet and a maximum width of two and one-half feet are allowed.

(c) The sign shall only be displayed when the business is open.

(d) Illumination of any type is prohibited.

(e) Signs must be placed on the sidewalk in front of the building, no further than 12 feet from the building.

(f) Signs shall be placed to allow a minimum passable space on the sidewalk of six feet, may not otherwise impede pedestrian movements, or create a conflict with any provision of the Americans with Disabilities Act.

(g) Signs shall be placed where they will not obstruct the swing radius of vehicle doors legally parked in the right-of-way.

(h) The sign shall not be attached to the ground or building, and must be constructed and weighted to prevent overturning and splaying.

(7) Subdivision signs shall meet the following requirements:

(a) One subdivision sign per entrance is allowed.

(b) A maximum sign area of 20 square feet and a maximum height of six feet are allowed.

(c) Subdivision signs shall only be externally illuminated.

(8) Freestanding principal signs for permitted institutional uses in residential zoning districts are permitted provided they meet the following criteria:

(a) Only one sign per street frontage is allowed;

(b) The maximum sign area is 20 square feet;

(c) The maximum sign height is six feet; and

(d) Signs may be internally or externally illuminated.

(B) Building signs.

(1) The total area of all building signs shall not exceed the following allowances:

(a) One square foot per linear foot of building frontage for a building set back less than 20 feet from the front property line.

(b) Two square feet per linear foot of building frontage for a building set back 20 feet or more from the front property line.

(c) The total area of all building signs shall not exceed 300 square feet per building.

(2) Buildings containing multiple building signs shall be required to submit a common signage plan meeting the requirements of § 157.108.

(3) Only the following types of building signs are allowed for permitted, nonresidential uses in all residential zoning districts: identification, incidental, and wall signs. A permit is required for such sign and will only be issued upon compliance with all requirements for each applicable specific sign type.

(4) Canopy, awning and marquee signs must conform to the following requirements:

(a) Only one canopy sign is allowed per street frontage.

(b) Only one marquee sign is allowed per street frontage.

(c) Signs on an awning, canopy or marquee shall not exceed 20% of the total area of the awning, canopy or marquee and shall be limited to the name of the business inside.

(d) Awnings, canopies and marquees shall only have signage on those surfaces that face a public street or which are oriented towards pedestrians on the sidewalk in front of the building. No part of a canopy sign shall extend above, below or beyond any portion of the canopy.

(e) Illumination.

1. Marquees shall only be internally illuminated.

2. Lights may be installed underneath awnings, canopies and marquees only if they are directed to point toward the ground, and are not used to illuminate the awning, canopy or marquee.

(f) A minimum clearance of eight feet is required between the bottom edge of an awning, canopy or marquee and the sidewalk, pavement or ground surface.

(5) Identification signs shall be limited to one per building, with a maximum sign area of two square feet and a maximum height of eight feet.

(6) Incidental signs attached to a building shall have a maximum sign area of three square feet.

(7) Integral roof signs shall conform to the following requirements:

(a) One integral roof sign is allowed per street frontage.

(b) The maximum sign area allowed for an integral roof sign is 20 square feet.

(c) An integral roof sign shall not extend more than four feet from the building.

(8) Projecting signs must conform to the following requirements:

(a) One projecting sign is allowed per street frontage.

(b) The maximum sign area allowed for a projecting sign is ten square feet.

(c) A minimum clearance of eight feet is required between the bottom of the sign and the sidewalk, pavement or ground surface.

(d) The maximum distance a projecting sign shall project from a building is four feet.

(e) Signs hanging over sidewalks shall not project from the building wall to an extent that they obstruct the view of pedestrians, bicyclists or motorists, or of street intersections, traffic signs, devices or signals.

(f) Projecting signs shall not be mounted higher than 12 feet.

(g) All projecting signs shall be mounted at right angles to the building wall.

(h) Projecting signs shall only be externally illuminated as specified in the illumination provisions of this section.

(9) Wall signs must conform to the following requirements:

(a) Wall signs may be externally or internally illuminated as specified in the illumination provisions of this section.

(b) No wall sign shall project more than 12 inches from the wall to which it is mounted, nor shall it extend beyond any point of the wall, a roof line, parapet wall, or mansard roof; except that signs shall not project beyond the face of the building a maximum of three inches in the Corridor Overlay District.

(c) If a building is located on a corner lot, a wall sign on the side of the building may not exceed 50% of the maximum size allowable in that zoning district.

(d) Permitted nonresidential uses in residential zoning districts (i.e. churches, schools, etc.) shall have a maximum of one wall sign, with a maximum sign area of 20 square feet and a maximum height of 15 feet.

(e) In the OI zoning district, a maximum of one wall sign, with a maximum sign area of 30 square feet and a maximum height of 15 feet, shall be allowed.

(f) The maximum sign area allowed in the CBD, GBD, LBD, IND, and CMU zoning districts is as follows:

1. One square foot per linear foot of building frontage for a building set back less than 20 feet from the front property line.

2. Two square foot per linear foot of building frontage for a building set back 20 feet or more from the front property line.

3. No individual sign shall exceed 100 square feet unless the building is set back at least 100 feet from the front property line.

(g) The maximum sign height allowed in the CBD, GBD, LBD, IND and CMU zoning districts is as follows:

1. In the CBD and LBD zoning districts, the maximum sign height is 20 feet.

2. In the GBD, CMU and IND zoning districts, wall signs may extend to the height of the building.

(10) The size of any window sign or cumulative size of all window signs shall not exceed 30% of the size of the individual window on which they are located. This requirement shall apply to windows fronting any public street. The total accumulated size of window signs on all windows of a building shall not exceed 300 square feet.

(11) Illuminated neon signs located within four feet of a window and that are plainly visible from any public street shall not exceed a maximum sign area of two square feet and

no more than two illuminated neon signs may be displayed per street frontage. No illuminated neon sign may be displayed outside of a building.

(C) Changeable copy signs.

(1) Changeable copy shall be permitted only on permanent principal and institutional freestanding signs, marquee signs, canopy signs and wall signs, and shall comply with all of the regulations of such signs as applicable, and as outlined in this section.

(2) The portion of a sign that includes changeable copy letters shall not exceed 50% of the total area of the sign.

(3) Changeable copy by electronic or automated means is allowed; however copy cannot be changed more than three times per day.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2015-022, passed 10-13-15; Am. Ord. 2016-002, passed 3-8-16; Am. Ord. 2017-013, passed 10-10-17; Am. Ord. 2019-020, passed 11-12-19)

§ 157.108 COMMON SIGNAGE PLAN REQUIRED.

(A) A common signage plan shall be required to issue a permit involving any of the following:

(1) Two or more contiguous lots or parcels under the same ownership developed as a coordinated site;

(2) A single lot or parcel with more than one principal use or building (not including accessory structures) or qualifying on the basis of street frontage for more than one freestanding sign; and

(3) A Planned Development District (PDD).

(B) The plan shall contain all information required for sign permits as stated in § 157.114, and shall specify standards for consistency among all signs on the lot or parcel affected by the plan with regard to:

(1) Lettering or graphic style;

(2) Lighting;

(3) Location of each sign on the building;

(4) Materials; and

(5) Sign proportions.

(C) For all lots or development tracts in all zoning districts containing multiple uses or buildings, the common signage plan shall limit the number of freestanding signs to a total

of one for each street in which the lots included in the plan have frontage, and shall provide for shared or common usage of such signs.

(D) Once approved by the Zoning Administrator, the common signage plan shall become binding on all businesses and uses occupying the affected lots, but may be amended by filing a new or revised plan that complies with all the requirements of this subchapter.

(E) If any new or revised common signage plan is filed for a property on which existing signs are located, it shall include a schedule for bringing into conformance, within 18 months, all signs not conforming to the proposed amended plan or the requirements of this subchapter in effect on the date of submission.

(Ord. 15-002, passed 2-24-15)

#### § 157.109 TEMPORARY SIGNS.

The following conditions shall apply to temporary signs.

(A) Temporary signs shall not exceed three square feet. Temporary signs used for advertising businesses shall only be allowed in commercial zoning districts.

(B) Temporary signs shall be removed or replaced every 30 days, unless otherwise stated in this section.

(C) Temporary signs are prohibited in the public right-of-way or on any public property, utility poles, or street signs.

(D) Temporary signs shall be limited to one per street frontage.

(E) Temporary signs shall not be illuminated.

(F) Reserved.

(G) Banners are allowed with a permit only in the CBD, GBD, LBD, OI, IND and CMU zoning districts.

(1) Banners must be attached to a building and cannot exceed 32 square feet.

(2) Only one banner shall be allowed per building.

(3) Banners are allowed only if the combined square footage of the banner and all other signs does not exceed the maximum square footage allowed for building signs.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2015-022, passed 10-13-15; Am. Ord. 2019-020, passed 11-12-19; Am. Ord. 2020-023, passed 10-27-20)

#### § 157.110 FLAGS.

(A) No permit shall be required to display a flag.

(B) Each business shall be allowed a maximum of three flags, with each flag being a maximum of five feet by eight feet.

(C) All flags must be displayed from a permanent mounting on the building or on a permanent flag pole.

(D) Only one flag can advertise the business.

(E) The area of the advertising flag shall not exceed the maximum sign area allowed for building signs.

(F) The flag of the United States shall be flown in accordance with the United States Flag Code, and the flag of the State of South Carolina shall be flown in accordance with protocols established by the State of South Carolina.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2019-020, passed 11-12-19)

#### § 157.111 EXEMPT SIGNS.

The following signs, or alterations or repair to such signs, shall be exempt from the requirements of this section:

(A) An official sign or notice issued by any court, public agency or office;

(B) Directional, warning, traffic or informational signs authorized by the City of Camden, Kershaw County or any agency of the State of South Carolina;

(C) 911 address signs, provided such signs are limited to one per lot and do not exceed two square feet in area;

(D) Official historic plaques and markers as well as memorial signs and grave markers which are noncommercial in nature; and

(E) One onsite temporary real estate sign per street frontage provided that no sign located within any commercial district measures more than 32 square feet and no sign located within any residential district measures more than three square feet.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2020-023, passed 10-27-20)

#### § 157.112 PROHIBITED SIGNS.

All signs not expressly permitted by this Zoning Ordinance are prohibited. Such signs include, but shall not be limited to, the following:

(A) Any sign that does not meet the requirements of this Zoning Ordinance;

(B) Off-premise signs;

(C) Signs that contain any moving, flashing or animated lights, visible moving or movable parts, give the appearance of motion or the illusion of blinking, alternating, chasing, contracting, expanding, flashing, fading, repeating, oscillating, pulsating, rotating, rolling, running, scrolling, strobing or twinkling, or that simulate moving video images;

(D) One onsite temporary real estate sign per street frontage provided that no sign located within any commercial district measures more than 32 square feet and no sign located within any residential district measures more than six square feet;

(E) Any sign that is attached to or painted on a vehicle that is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or business located on or off the property, and any sign that is pulled by a vehicle;

(F) Any sign that emits a sound, odor, steam, bubbles, particulates or similar device that attracts attention;

(G) Any sign which interferes with free passage from or obstructs any fire escape, downspout, window, door, stairway, ladder, or opening intended as a means of ingress or egress, provides light or air, or impedes stormwater;

(H) Any sign and/or sign structure that may be confused with or mimics a governmental or traffic direction/safety sign;

(I) Any sign which interferes with the effectiveness of or obscures any traffic sign, device, or signal;

(J) Signs using the words "stop", "danger" or any other word, phrase, symbol or character in a manner that might reasonably mislead, confuse or distract a vehicle driver;

(K) Signs painted, tacked, nailed, posted, pasted, glued or otherwise attached to trees, rocks, or other natural features, fences, telephone or utility poles or painted on the roof of any building visible from any public thoroughfare;

(L) Abandoned or unsafe signs. Any sign which is determined by the Zoning Administrator as being insecure, in danger of falling, or otherwise endangering the public safety shall be immediately removed by its owner unless it is repaired and made to otherwise comply with the requirements of this Zoning Ordinance.

(M) Any sign that exhibits statements, words or pictures of a pornographic or obscene nature;

(N) Signs that use mechanical devices to create wind pressures in order to cause movement or swirling in order to attract attention to the sign;

(O) Portable signs, except sidewalk signs that comply with the requirements in § 157.107(A)(6);

(P) Strobe lights;

(Q) Pennants, moving signs and motorized signs;

(R) Any spot light or laser, moveable or non-moveable, for the purpose of attracting attention to or otherwise advertising a location;

(S) Illuminated highly reflective signs that hamper the vision of motorists, pedestrians or cyclists;

(T) Any sign (other than a government sign), banner or display placed on any curb, sidewalk, post, pole, hydrant, bridge, tree, or other surface located on, over, or across any public street or right-of-way, unless otherwise permitted herein; and

(U) Any sign that the Zoning Administrator determines obstructs the view of bicyclists or motorists using any street, or approach to any street intersection.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2015-022, passed 10-13-15)

#### § 157.113 SIGNS IN THE PUBLIC RIGHT-OF-WAY.

Signs shall not extend into or be installed within the public right-of-way, except for the following:

(A) Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic;

(B) Bus stop signs erected by a public transit agency and bench and bus shelter signs in association therewith;

(C) Informational signs of a public agency or utility regarding its facilities;

(D) Emergency signs;

(E) Directional signs of a temporary nature for such events as yard sales, auctions, public gatherings, and the like may be erected 48 hours before such events, must be removed within 48 hours after such an event, which shall not exceed 72 total hours in duration;

(F) Church signs in accordance with state law;

(G) Canopy and marquee signs that comply with the requirements of this subchapter;

(H) Projecting signs that comply with the requirements in § 157.107(B)(8);

(I) Sidewalk signs that comply with the requirements in § 157.107(A)(6); and

(J) Awning signs in the CBD zoning district, provided they comply with the requirements in § 157.107(B)(4).

(Ord. 15-002, passed 2-24-15)

#### § 157.114 APPLICATION REQUIREMENTS FOR SIGN PERMITS.

(A) Each application for a sign permit shall contain the following information:

(1) Identification of ownership and/or leaseholder of property on which the sign is to be erected, including street address;

(2) Name and address of the owner of the sign;

(3) Site sketch plan, with dimensions showing the location of the sign with respect to the property and right-of-way lines, building and setback lines, buildings, parking areas, existing freestanding signs, and buffer yards;

(4) Correct size, shape, configuration, face area, height, nature, number and type of sign to be erected, including the size of letters, graphics, clearances, connection and support methods;

(5) The value of sign and sign structure;

(6) Colors of awning, if applicable, and a sketch of how the sign will affix and relate to the awning; and

(7) Colors of sign background.

(B) The Zoning Administrator may waive any of the information requirements listed above if they are deemed unnecessary to process an application.

(C) For a freestanding sign exceeding 36 square feet in area, the applicant shall include a drawing by a qualified professional and a written certification from such that the sign is structurally sound and safe, does not constitute a hazard to persons or property on the premises, on adjoining property, or in the vicinity of its location, and the sign is in compliance with all building and other construction codes and the requirements of this chapter.

(Ord. 15-002, passed 2-24-15)

#### § 157.115 SIGNS FORFEITED.

Any sign installed or placed on public property or within a public right-of-way, except in conformance with the requirements of this section, shall be forfeited to the public and subject to confiscation. In addition to other remedies in this subchapter, the city shall have the right to recover the costs of removal and disposal of the sign from the owner or person placing the sign.

(Ord. 15-002, passed 2-24-15)

#### § 157.116 NONCONFORMING SIGNS.

Nonconforming signs shall be subject to the requirements set forth in § 157.193(C)(9)-Nonconforming Signs, subject to the requirements set forth in § 157.212-Enforcement.

(Ord. 15-002, passed 2-24-15)

#### § 157.117 ABANDONED SIGNS.

Any existing sign that is abandoned or advertises a business no longer operating shall be removed.

(Ord. 15-002, passed 2-24-15)

### PARKING AND LOADING REGULATIONS

#### § 157.123 PARKING REQUIREMENTS.

##### (A) General requirements.

(1) Permanent off-street parking for all structures and uses of land, except parking for individual single-family residences, shall conform to the minimum requirements of division (I) of this section. These standards, to be used as a guide to the Zoning Administrator, are based on parking standards for general land use categories, the developer is ultimately responsible for ensuring that sufficient parking is provided.

(2) Off-street parking facilities provided to comply with the provisions of this subchapter shall not be reduced below the requirements of this subchapter.

(3) In sections of the Central Business District (CBD) that are west of Market Street, north of Clyburn Lane, and south of Lafayette Street, no off-street parking will be required for all uses, except that adequate off-street parking and unloading spaces must be provided, in compliance with this subchapter, for churches, daycare centers, schools, and residences.

(4) Off-street parking is permitted in yard and setback areas required by this Zoning Ordinance, but shall not be permitted in any required buffer area.

##### (B) Calculation of off-street parking requirements.

(1) The number of parking spaces required shall be calculated so that fractional portions of parking spaces are considered a full space.

(2) Calculation for required off-street parking for any bar, lounge, nightclub, or restaurant shall include all seats located in outdoor seating areas.

##### (C) Change or expansion of an existing use.

(1) Change in the use of an existing structure or site shall require compliance with the minimum parking requirements applicable to the new use.

(2) Any expansion of an existing building or use shall require review by the Zoning Administrator to determine additional off-street parking necessary to accommodate the expansion area or change, per the requirements of division (I) of this section.

(3) Any addition of dwelling units, personnel, seats, chairs, or other similar changes shall require review by the Zoning Administrator to determine additional parking necessary to accommodate that addition or change, per the requirements of division (I) of this section.

(D) Parking for uses not listed in table. Parking for uses not expressly provided for in division (I) of this section shall be determined by the Zoning Administrator, who shall apply the unit of measurement set forth in the table for a use that he deems to be most similar to the proposed use.

(E) Multiple uses. Combined parking areas serving two or more principal uses shall contain spaces equal in number to the total of spaces required for all principal uses served. This requirement is also in effect if the principal uses are the same or have the same parking requirements.

(F) Location of parking. Required off-street parking must be provided on the same lot or parcel or within 500 feet of the principal use for which it is required, in a parking facility the title to which and/or easement for the use of which runs with and/or is appurtenant to the title of such principal use, offsite in an area approved by the city as shared parking for the use, or where such parking is to be provided by a public garage or facility, approved by the Zoning Administrator. Shared parking areas are encouraged and shall be permitted whenever the Zoning Administrator determines that the minimum parking requirements can be met for each use based upon the number of spaces needed for each use, the frequency of the use of spaces by each use, and the timing of the use of spaces for each use.

(G) Parking in the Central Business District. City parking lots may be used to satisfy the off-street parking requirements for residential uses located on the upper floors of commercial buildings in the Central Business District (CBD) per review and approval by the Zoning Administrator.

(H) Off-street parking requirements.

Use 2012 Off-Street Parking Requirements  
NAICS

Use

2012  
NAICS

Off-Street Parking Requirements

RESIDENTIAL USES

All residential uses, including manufactured home parks (except multi-family dwellings)

NA

2.0 per dwelling unit or designated manufactured home space

Multi-family dwellings

NA

1.5 spaces per one bedroom unit; 2.0 spaces per unit for all others

ACCESSORY USES TO RESIDENTIAL AND NON-RESIDENTIAL USES

Accessory apartment to residential use

NA

1.0 per apartment

Upper story residential above non-residential use

NA

1.0 per dwelling unit

ACCOMMODATION AND FOOD SERVICES

Bed and breakfast inns

721191

1.0 per guestroom, 2 spaces for owner, 1 space per staff member

Drinking places

7224

1.0 per 150 sf GFA

Full and limited service restaurants

7221 7222

1.0 per 150 sf GFA

Hotels and motels

72111

1.1 per rental unit

Rooming and boarding houses

72131

1.0 per bedroom

RV parks and recreational camps

7212

By administrative review

Special food services, except for mobile food services (NAICS 72233)

7223

1.0 per 350 sf GFA

#### ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES

All administrative and support and waste management and remediation services (except as listed below)

561

562

1.0 per 500 sf GFA

Business support services

5614

1.0 per 300 sf GFA

Landscape and horticultural

56173

1.0 per 1,000 sf GFA

Remediation and other waste treatment and disposal

5629

1.25 spaces per employee

Salvaging and scrap steel cutting

56292

1.0 per 300 sf GFA\_

#### AGRICULTURE, FORESTRY, FISHING AND HUNTING

Support activities for crop production and forestry

1151 1153

1.0 per 1,000 sf GFA

ARTS, ENTERTAINMENT AND RECREATION

All other amusement and recreation industries

71399

By administrative review

Amusement parks and arcades

7131

By administrative review

Arboreta and botanical gardens

71213

1.2 per 1,000 sf GFA

Bowling centers

71395

5.0 per lane

Fitness and recreation sports centers

71394

1.0 per 300 sf GFA

Golf courses (public and private) and country clubs

71391

1.0 per 4 members based on maximum anticipated membership

Historical sites

71212

1.2 per 1,000 sf GFA

Horse racing, training only

711212

By administrative review

Independent artists, writers and performers

7115

1.0 per 350 sf GFA

Marinas

71393

1.5 per slip or berth

Museums and art galleries (not retail)

71211

1.2 per 1,000 sf GFA

Nature parks

71219

1.2 per 1,000 sf GFA

Other gambling industries

713290

By administrative review

Performing arts companies

7111

1.0 per 300 sf GFA

Public parks, playgrounds and community centers

71399

By administrative review

Spectator sports (commercial)

7112

By administrative review

Tennis and swimming clubs

71391

1.0 per 4 members based on maximum anticipated membership

Zoos

71213

1.2 per 1,000 sf GFA

CONSTRUCTION

All construction uses

236-238

1.0 per 1,000 sf GFA

#### EDUCATIONAL SERVICES

All educational uses (except elementary and secondary schools)

6112-

6117

5.0 per classroom, plus 2 per admin, office

Elementary schools

6111

2.0 per classroom, plus 5 admin. spaces

Secondary schools

6111

5.0 per classroom, plus 10 admin. spaces

#### FINANCE AND INSURANCE

All finance and insurance uses, including pawn shops (except check cashing establishment, title loan lender and deferred presentment lender)

522-525

1.0 per 350 sf GFA

Check cashing establishment, title loan lender and deferred presentment lender

52239

1.0 per 200 sf GFA

#### HEALTH CARE AND SOCIAL ASSISTANCE

Child and adult care services

6244 62412

1.0 per 200 sf GFA

Community care facilities for the elderly

6233

1.0 per 500 sf GFA

Community food and housing, and emergency and other relief services

6242

1.0 per 150 sf GFA

Home health care services

6216

1.0 per 500 sf GFA

Hospitals

622

0.7 per bed

Individual and family services

6241

1.0 per 350 sf GFA

Medical and diagnostic laboratories

6215

1.0 per 500 sf GFA

Nursing care facilities

6231

0.4 per bed

Offices of physicians, dentists and other health practitioners

6211 6212 6213

1.0 per 150 sf GFA

Other ambulatory health care services

6219

1.0 per 500 sf GFA

Other residential care facilities

6239

1.0 per 500 sf GFA

Outpatient care centers

6214

1.0 per 150 sf GFA

Residential mental retardation, mental health and substance abuse facilities

6232

1.0 per 500 sf GFA

Social assistance

624

1.0 per 350 sf GFA

Vocational rehabilitation services

6243

1.0 per 350 sf GFA

INFORMATION

All information uses (except as listed below)

51

1.0 per 500 sf GFA

Libraries and archives

51912

1.0 per 350 sf GFA

Motion picture and video distribution

51212

1.0 per 350 sf GFA

Motion picture theaters, drive-in

512132

By administrative review

Motion picture theaters, except drive-ins

512131

1.0 per 5 seats

## MANUFACTURING

All manufacturing uses (except nonmetallic mineral products and primary metal)

31-33

1.0 per 500 sf GFA

Nonmetallic mineral products (stone, glass, clay, concrete)

327

1.0 per 1,000 sf GFA

Primary metal

331

1.0 per 1,000 sf GFA

## OTHER SERVICES

All other personal services

81299

1.0 per 300 sf GFA

Animal shelters and pounds

812910

1.0 per 1,000 sf GFA

Automotive repair and maintenance

8111

1.0 per 500 sf GFA

Business, professional, labor, political and similar organizations

8139

1.0 per 250 sf GFA

Car washes - full service

811192

1.0 per employee

Civic and social organizations

8134

1.0 per 250 sf GFA

Coin-operated laundries and dry cleaners

81231

1.0 per 250 sf GFA

Commercial and industrial machinery and equipment repair and maintenance

8113

1.0 per 350 sf GFA

Crematories

81222

1.0 per 500 sf GFA

Dry cleaning and laundry services (except coin-operated)

81232

1.0 per 500 sf GFA

Electronic and precision equipment repair and maintenance

8112

1.0 per 350 sf GFA

Footwear and leather goods repair, shoe shine shop

81143

1.0 per 300 sf GFA

Funeral homes and funeral services

81221

5.0 plus 1.0 per 2 seats main assembly

Grantmaking and giving services

8132

1.0 per 250 sf GFA

Linen and uniform supply

81233

1.0 per 350 sf GFA

Personal and household goods repair and maintenance

8114

1.0 per 350 sf GFA

Personal care services (includes barber and beauty shops, nail salons), except for tattoo parlors and sexually oriented businesses (NAICS 812199)

8121

2.5 per chair or basin

Pet care services, except veterinary (NAICS 54194) and animal shelters and pounds (NAICS 812910)

81291

1 per 1,000 GFA

Religious organizations

8131

1.0 per 350 sf GFA

Sexually oriented businesses

812199

1.0 per 350 sf GFA

Social advocacy organizations

8133

1.0 per 500 sf GFA

Tattoo parlors

812199

1.0 per 350 sf GFA

PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES

All professional, scientific and technical services uses, including veterinary services (except photographic studios, portraits)

54

1.0 per 350 sf GFA

Photographic studios, portraits

541921

1.0 per 300 sf GFA

PUBLIC ADMINISTRATION

All public administration uses (except correctional institutions and fire protection)

92

1.0 per 350 sf GFA

Correctional institutions

92214

By administrative review

Fire protection

92216

4.0 per bay

REAL ESTATE AND RENTAL AND LEASING

Mini-warehouses and self storage units

53113

1.0 per 6 storage units

Real estate

531

1.0 per 350 sf GFA

Rental and leasing services

532

1.0 per 500 sf GFA

Video tape and disc rental

53223

1.0 per 350 sf GFA

RETAIL TRADE

All retail uses, including urban mixed use buildings (except as listed below)

44-45

1.0 per 350 sf GFA

Automobile dealers

4411

1.0 per 600 sf GFA

Building material and supplies dealers

4441

1.0 per 1,000 sf GFA

Flea markets

453310

1.5 per stall

Fuel dealers

45431

1.0 per 500 sf GFA

Gasoline stations, except truck stops (NAICS 44719)

447

1.0 per 600 sf GFA

Grave stones and monuments

45399

1.0 per 500 sf GFA

Manufactured home dealers

45393

1.0 per 600 sf GFA

Motor vehicle and parts dealers

441

1.0 per 600 sf GFA

Non-store retailers

454

1.0 per 500 sf GFA

Other motor vehicle dealers

4412

1.0 per 600 sf GFA

Truck stops

44719

1.0 per 500 sf GFA + 1.0 tractor trailer space per 5,000 gross site area

#### TRANSPORTATION AND WAREHOUSING

All transportation and warehousing uses (except postal services)

48-49

1.0 per 500 sf GFA

Postal services

491

1.0 per 250 sf GFA

#### UTILITIES

All utility uses

22

1.0 per 500 sf GFA

#### WHOLESALE TRADE

All wholesale trade uses

42

1.0 per 5,000 sf GFA

#### TEMPORARY USES

All temporary uses, including fairs and carnivals and temporary sales stands (except as listed below)

454390 713990

By administrative review

Contractor's office and equipment shed

NA

1 per employee, 1 per associated vehicle

Open lot sales of Christmas trees

454390

1 per 500 sq ft of display area

Temporary office trailers

NA

1 per employee

(I) Design standards. Where off-street parking is required, the following design and development standards shall apply:

(1) Parking dimensions.

(a) Parking stalls. Parking stalls shall be not less than 9 feet by 19 feet, except that a maximum of 10% of the total number of stalls may be 8.5 feet by 18 feet. However, the dimensions of all parallel parking stalls shall be not less than 9 feet by 24 feet.

(b) Minimum isle width shall be as follows:

Angle of Parking

Aisle Width

One Way Traffic

Two Way Traffic

30 degrees

13 feet

19 feet

45 degrees

13 feet

20 feet

60 degrees

18 feet

22 feet

90 degrees

20 feet

24 feet

(c) No parking aisle serving the general public that contains more than ten parking spaces shall dead end. Any parking aisle that dead ends shall be provided a suitable turnaround.

(2) Construction.

(a) All off-street parking areas for ten or more vehicles shall be paved with asphalt, concrete, brick pavers, or approved pervious pavement and pavers as detailed in division (I)(2) of this section, except for areas used for overflow, special events, and peak parking, and parking areas serving single-family detached and duplex housing. However, parking designed to accommodate the regular parking of heavy construction and industrial vehicles may be allowed to pave those areas with suitable gravel. Any parking for ten or more vehicles on such site intended to park automobiles, small service vehicles, and similar passenger vehicles shall be paved.

(b) Surfaces for all driveways and off-street parking areas for less than ten vehicles may consist of asphalt, concrete, crushed stone, gravel, approved pervious pavement and pavers as detailed in division (I)(2) of this section, or other similar material approved by the Zoning Administrator, except for areas used for overflow, special events, and peak parking, and parking areas serving single-family detached and duplex housing.

(c) Parking lot construction shall be designed to minimize off-site storm water runoff.

(d) Driveways and parking areas which are required to be paved shall be paved with a minimum ten foot wide apron made of asphalt, concrete, brick pavers, or similar hard material approved by the Zoning Administrator and suitable for driveway use, which extends at least ten feet from the edge of the public street to prevent washout into the public street and to protect the edge of pavement. This standard shall not apply to single-family residential and duplex uses.

(e) Alleys shall be paved with asphalt or concrete and shall be designed and constructed to withstand regular use by heavy vehicles such as garbage trucks. All alleys paved with asphalt shall have continuous concrete edges a minimum of 12 inches in width

(f) Pedestrian crosswalks shall be incorporated into the design and construction of parking lots in all mixed use and commercial districts wherever pedestrians are likely to cross to access parking or other buildings.

(3) Low impact design required. Low impact design (LID) of all parking areas is required to control stormwater and meet the city's stormwater goal that post-construction discharge does not exceed pre-construction discharge, as reviewed and approved by the City Planner. General LID standards and requirements are detailed in § 157.194 -Low

Impact Design Required and apply to all parking areas. Specific low impact design standards for parking lots are as follows:

(a) Bioretention/biofiltration swales designed within planting islands and around the perimeter shall be a minimum of ten feet in width. If curbing is not placed around the swale, stop blocks must be used for each parking space to prevent vehicles from entering the swale.

(b) Permeable pavements are permitted including interlocking paving systems and porous pavement, provided handicapped spaces and pathways are designed and installed to meet ADA requirements. Open-grid pavers may be used in peripheral and overflow parking areas.

(c) If curbing is used to provide a barrier around swales or other landscaped or natural areas designed to receive stormwater from the site regular gaps in the curbing must be provided to allow stormwater runoff to drain into these areas as planned without ponding in parking spaces or drive aisles.

(4) Separation from walkways and streets. Off-street parking spaces shall be separated from walkways, sidewalks, streets, or alleys, and required yards and buffers as provided in § 157.138 (J)-Parking Lot Landscaping. In smaller parking lots with less than ten spaces, off-street parking spaces shall be separated from walkways, sidewalks, streets, alleys, required yards and buffer areas by curbing or a landscaped buffer area per the requirements of § 157.138 (J)-Parking Lot Landscaping, as approved by the Zoning Administrator.

(5) Entrances and exits. Curbing or other approved barriers, including landscaping as provided in § 157.138 (J)-Parking Lot Landscaping, shall be provided along boundaries to control entrance and exit of vehicles or pedestrians. All off-street parking areas shall be designed so that all movement onto a public street is in a forward motion. No driveway may be located closer than 40 feet to a street intersection measured in a straight line from the closest point of the driveway to the closest point of the edge of pavement or curb line of the intersection.

(6) Onsite turnaround required. Onsite turnaround area adequate to accommodate typical passenger vehicles shall be provided for all parking spaces.

(7) Marking. Off-street parking, except for single-family detached residential use, shall be clearly marked on the ground by painted lines, curbs or other means to indicate individual spaces. Signs or markers, as approved by the Zoning Administrator, shall be used as necessary to ensure efficient and safe vehicle operation on the lot.

(8) Lighting. Adequate lighting shall be provided if off-street parking spaces are to be used at night. Equipment for lighting parking facilities shall be shielded so as to prevent sky glow and light trespass onto adjacent residential areas, public streets and rights-of-way.

(9) Landscaping. Off-street parking areas for ten or more vehicles shall be landscaped in accordance with the provisions of § 157.138 (J)-Parking Lot Landscaping.

(10) Maintenance. All off-street parking areas shall be maintained in a clean and orderly condition, removing and/or controlling dust, debris and weeds to the extent possible on a regular basis, at the expense of the owner or lessee and not used for the sale, repair, dismantling or servicing of any vehicles or equipment, except for service and auto repair stations.

(11) Circulation. All off-street parking shall be served by interior circulation drives. No private off-street parking spaces shall directly connect to public streets. This standard shall not apply to single-family detached residential, duplex, patio home and townhouse developments.

(12) Drive-thru stacking. In addition to required parking spaces, drive-thru facilities shall provide a minimum of five stacking spaces per drive-thru facility, window, or bay. Stacking spaces shall be located entirely outside of a required driveway or parking aisle needed to access required parking spaces. The following exceptions shall apply to the five stacking spaces required hereunder:

(a) Fast food restaurants shall have an additional five stacking spaces. A minimum of five of the total stacking spaces shall be located at or prior to the ordering station.

(b) Non-automated car washes shall only be required to have at least two stacking spaces per bay, one of which for each bay is located for use as a dry down area.

(c) Automated car washes shall be required to have an additional two stacking spaces per bay.

(J) Parking for the physically handicapped. Parking for the physically handicapped shall be provided per the requirements of the Americans with Disabilities Act (ADA) of 1990, as amended; and the International Building Code, as amended and adopted by the city. Each space shall be paved, prominently outlined in blue paint, and shall include appropriate signage provided per the requirements of the ADA and the International Building Code.

(K) Parking, storage, or use of campers, boats, trailers, or recreational vehicles in residential zones. One such vehicle no longer than 17 feet may be stored or parked in the front yard or side yard of a residential lot. One vehicle longer than 17 feet may be stored in the side yard provided it does not extend into the front yard. Vehicles must be parked at least five feet from adjacent side or rear property lines. A maximum of three vehicles of any size may be parked in the rear yard area unless they are stored in an enclosed building. However, any such vehicles may be parked anywhere on the lot in order to load or unload for up to 24 hours. Campers and recreational vehicles shall not be occupied or used as a dwelling.

(L) Parking, storage, or/and use of non-recreational or commercial vehicles and equipment in residential zones.

(1) All vehicles must maintain current license plates. Unlicensed vehicles shall not be stored or parked on any lot zoned for residential use, unless in completely enclosed buildings.

(2) RE, R-15, R-10, R-6, R-6S, or OI Districts:

(a) Only one commercial delivery vehicle that is less than 24 feet in length or contains fewer than three axles is allowed on a residential lot and only if parked in the rear yard area or parked within an enclosed building.

(b) Vehicles used for commercial, industrial, farm, or construction purposes are prohibited on street or highway rights-of-way, except when actively involved in pick up or delivery to the residence.

(c) Only one commercial vehicle longer than 24 feet or containing more than two axles, one construction trailer, or one piece of construction equipment is allowed on a residential lot and only if parked within an enclosed building.

(d) Cars or pick-up trucks (with or without signs) which are used for commercial purposes may be parked anywhere on a residential lot.

(e) Moving trailers, vans, or POD storage units may be placed no closer than five feet from adjoining residential property lines on a residential lot for a period not to exceed two weeks while owners are moving in or out of a residence.

(f) Dumpsters used for debris during construction or renovation of a residence may be placed no closer than five feet from adjoining residential property lines on a residential lot for a period not to exceed six months.

(g) Moving vans or trailers which are parked on a residential lot to store furniture or other personal property during the renovation of the residence may be parked or placed in the rear yard area, no closer than five feet from adjoining residential property lines on a residential lot for a period not to exceed six months. If placement of the moving van or trailer is not possible, the Zoning Administrator may approve placement in a side yard.

(M) Parking vehicles for sale. In all residential zones, only one item (motor vehicle, recreational vehicle, boat, trailer or other large item of personal property) may be offered for sale and may only be parked in the front or side yard area for a total accumulated period not exceeding 60 days per year. Such vehicles may be parked in the rear yard for an indefinite period of time. Placement of all such vehicles shall meet the requirements of divisions (K) and (L) of this section based on the type of vehicle that is for sale.

(N) Bicycle parking. Parking areas on lots adjacent to a marked bicycle route, bike lane, or shared use facility shall include a conveniently and safely located bike rack providing parking for a minimum of ten bicycles.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2018-018, passed 10-9-18; Am. Ord. 2019-011, passed 5-14-19; Am. Ord. 2021-012, passed 6-22-21)

#### § 157.124 OFF-STREET LOADING.

(A) General requirements.

(1) All uses shall provide off-street loading space sufficient for their requirements. Such space shall be arranged so that no vehicle being loaded or unloaded in connection with normal operations shall stand in or project into a public street, walk, alley, or private street. Truck unloading areas shall be located in the rear of the building.

(2) Off-street loading and unloading space shall in all cases be located on the same lot or parcel of land as the uses they are intended to serve.

(3) Adequate onsite turnaround area shall be provided for all loading and unloading areas.

(4) Off-street loading and unloading areas shall be designed to avoid or minimize safety issues or traffic congestion.

(5) Loading areas shall be located so as not to be visible from residences, residentially zoned districts, streets or public rights-of-way unless appropriately screened per the requirements of § 157.139-Screening.

(Ord. 15-002, passed 2-24-15)

## LANDSCAPING, BUFFERS, OPEN SPACE AND TREE CONSERVATION

### § 157.136 INTENT.

In order to maintain and enhance the existing tree coverage in Camden, promote careful landscaping of outdoor areas, soften and enhance the manmade environment, reduce summer heat and provide shade, and to assist with stormwater drainage, the following minimum standards shall apply in all zoning districts unless otherwise noted.

(Ord. 15-002, passed 2-24-15)

### § 157.137 LANDSCAPING STANDARDS.

The landscaping standards included in this section shall apply, as appropriate, to all required landscaped areas in this subchapter.

#### (A) General standards.

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

(2) All required plantings installed shall be: 1) nursery grown stock that is free from pests or growth problems; 2) installed and maintained according to best management practices and standards set forth by the American Nursery and Landscape Association,

ANSI Z60.1-2004, as amended; and 3) selected from the List of Approved Plant Species for the City of Camden and List of Approved Tree Species for the City of Camden as provided by the Urban Forester.

(3) All required landscaping shall be included in the required site plan as provided in § 157.211(D)-Permits.

(4) All required plantings shall be installed in a manner that insures the availability of sufficient soil and water for healthy growth and that is not intrusive to above and below ground utilities.

(5) Only landscaping and approved fences, berms and walls shall be permitted within a required buffer or street buffer area, except that sidewalks and other pedestrian walkways, bicycle paths, aboveground utilities, drainage ways, and approved signs shall be permitted where they do not comprise of more than 20% of the total area of the required buffer or street buffer or compromise the ability of the site to meet the intent and planting requirements herein. Underground utilities are permitted wherever they do not interfere with the ability to provide the required buffer or street buffer area and landscaping.

(6) Clustering and/or random spacing of plants and trees is encouraged to produce a natural appearance in the landscape, except where uniformity is required for opaque screening.

(7) Landscaping, including berms, shall be installed and maintained so as not to interfere with the sight distance requirements of this Zoning Ordinance or the sight distance needs of vehicular traffic in parking areas and at entrance and exit locations.

(8) Small maturing trees are required to be substituted for required large maturing trees whenever overhead utility lines are present or planned.

(9) Native species and related cultivars are encouraged.

(10) Monocultures shall be avoided in formally designed parks, buffers, screens, or in conjunction with a streetscape plan as approved by the Urban Forester.

(11) Shrubs and trees shall be installed no closer than two feet to a curb, gutter, sidewalk or building. Small maturing trees shall be planted no closer than ten feet to a building, medium maturing trees no closer than 20 feet to a building and large maturing trees no closer than 25 feet to a building, unless otherwise required in this subchapter.

(12) Shrubs shall not be planted within six feet of tree trunks.

(13) In landscaped areas adjacent to parking spaces or street curbs, no plant material with the potential to reach over six inches in height may be located within 12 inches of the curb or other protective barrier, this is intended to protect planted materials from damage by car bumpers and car doors.

(14) The Urban Forester will conduct inspections as needed to determine that required landscaping is properly installed and maintained as provided in this subchapter.

(15) The Urban Forester may require changes to any planting schedule or plant size requirement and may require plant substitution when, in their opinion, the size, nature, and/or spacing of plantings will compromise the safety and security of the public.

(16) The Urban Forester may approve revisions to landscaping in an approved site plan in order to accommodate seasonal planting problems or a lack of plant availability as long as:

(a) There is no significant reduction in the quantity of plant material.

(b) There is no significant change in the size or location of plant materials.

(c) The plant substitutions are of the same general category and have the same general design characteristics as the materials being replaced.

(B) Tree size. The following standards shall apply to all required trees at the time of planting.

| Type                 | Minimum Caliper <sup>1</sup> at Planting (inches) |
|----------------------|---|
| Large Maturing Tree  | 1.5"  |
| Medium Maturing Tree | 1.5"  |
| Small Maturing Tree  | 1.0"  |

1 Caliper shall be measured six inches above the ground.

(C) Existing vegetation.

(1) Except when necessary to provide access to a site or to insure the safety and security of people and property, any significant tree located within a public right-of-way or undeveloped required yard or buffer on any development site except individual single-family residential properties shall be retained unless approved for removal by the Urban Forester during site plan review per the requirements of § 157.141-Tree Conservation. In addition, every reasonable effort shall be made to protect and retain existing trees not actually lying in planned roadways, drainage ways, building foundation sites and construction activity areas on all development sites. A plan for protection of existing vegetation shall be submitted and approved by the Urban Forester prior to clearing, grading or development of the site.

(2) Existing vegetation shall count towards meeting the requirements of this section as long as such are:

(a) Free from pests or structural problems;

(b) Clearly shown on the site plan;

(c) Approved by the Urban Forester prior to development as meeting the intent of the landscaping requirements;

(d) Not considered invasive or noxious plants; and

(e) Adequately protected before and during grading and development of the site.

(3) Along streets and property boundaries that are forested and are to be maintained in a forested condition by the property owner, new buffer planting requirements may be reduced or eliminated upon approval of the Urban Forester to minimize grading and enhance conservation of existing, mature trees.

(4) No residential lot shall be clear cut unless a tree replacement plan is approved by the Urban Forester. The plan shall contain a minimum of four trees of which at least one shall be required to be in the front yard. A minimum of one tree shall be a large maturing tree. Newly planted trees shall meet the minimum size in § 157.133(B).

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

(E) Landscape installation and maintenance responsibility.

(1) To insure compliance with this subchapter and to encourage required vegetation to be installed during the appropriate season and within the required time period as prescribed by this subchapter, a letter of compliance may be accepted by the city in lieu of installation prior to the issuance of a certificate of occupancy for the site. This letter shall be in the form of an affidavit signed by the property owner properly notarized, and shall:

(a) Acknowledge that such owner is aware of any landscaping and/or screening requirements which apply to the property;

(b) Stipulate that he will comply with those requirements by a specific date within the next appropriate planting season, but in no case more than nine months after the date of the affidavit, unless otherwise approved by the Urban Forester; and

(c) Acknowledge that failure to comply with the provisions of this section within the time frame specified in the letter shall constitute a violation of this section which shall subject the property owner to any and all enforcement actions permitted by law.

(2) All landscape materials required or installed voluntarily by the developer, whether used for screening, buffering, open space, street buffers, or other required landscaping areas shall be properly maintained by the property owner. Maintenance includes all actions necessary to keep landscaping materials healthy, neat and orderly in appearance, and free of litter and debris. Any landscape material lost, stolen, or vandalized, or which has died or become irreparably or irreversibly damaged, by disease, pests, or for any other reason shall be removed and replaced unless, in the determination of the Urban Forester, the maturity of the remaining vegetation compensates for the loss of an individual shrub or tree, thereby causing the intent of the landscape standard to still be met without replacement. Maintenance of trees planted or included in landscaped areas must follow Best

Management Practices included and referenced in Chapter 100-Trees of the City of Camden Code of Ordinances as provided by the Urban Forester.

(Ord. 15-002, passed 2-24-15)

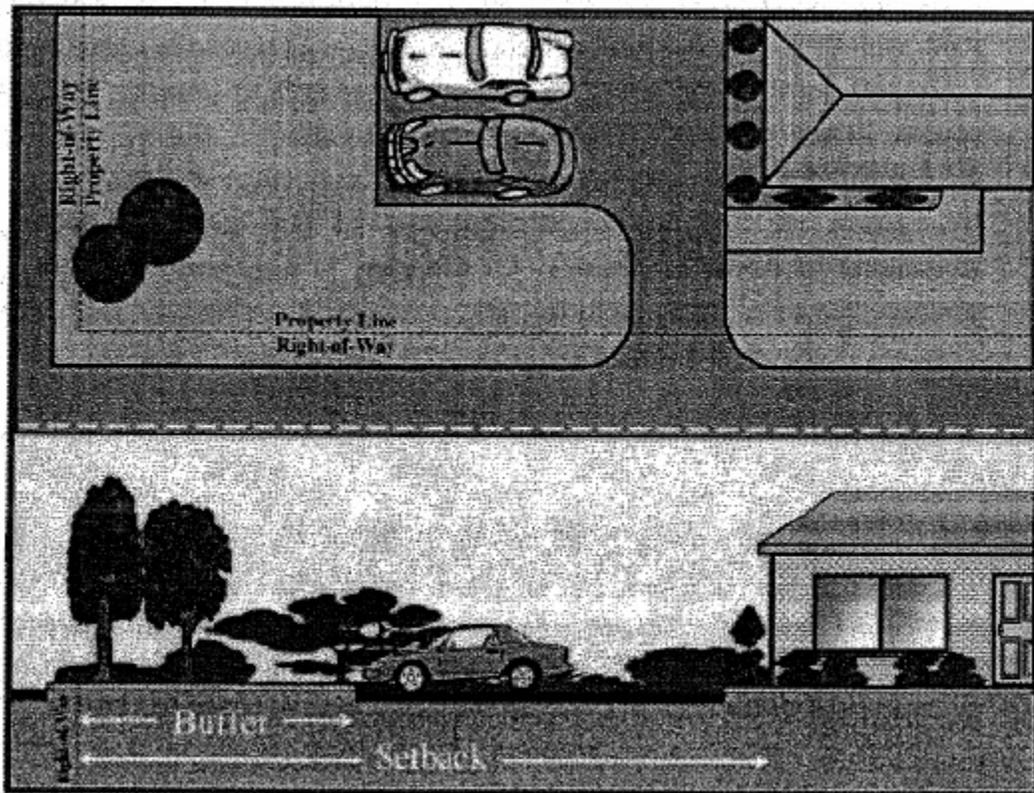
§ 157.138 BUFFERS.

(A) Purpose. The purpose of a landscaped buffer is to help provide transition between different types of land uses, to break up or soften the appearance of paved surfaces, to protect significant water bodies and to provide the shade and greenery necessary to create a livable urban environment. Notwithstanding any other requirements of this section, buffers shall be required for all development as follows.

(B) Applicability. Buffers shall be required whenever new development is approved or an existing building is expanded by more than 20%.

(C) Location. Buffers shall not be located on any portion of an existing street or right-of-way; however, they may occupy part or all of any required front, side or rear yard setback. Property buffers shall be located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line.

Buffer and Setback Diagram



Source: Lexington County Zoning Office, Lexington County, SC, Dec. 2012

(D) Use of buffers. A buffer may be used for passive recreation. All other uses are prohibited, including off-street parking. However, where permitted, freestanding signs may be installed in required buffers. To prevent damage to existing trees, overhead utility lines and underground pipes cannot be installed in buffers. With approval of the Zoning Administrator, such pipes may cross, but shall not run longitudinally within, the buffer.

(E) General requirements.

(1) Planting requirements in buffer areas may be altered on a case-by-case basis by the Urban Forester in locations where the required buffer is wholly or partially within an existing easement.

(2) Along areas that are scheduled for easement or right-of-way acquisition or expansion by the SC Department of Transportation in the near future, the Urban Forester may allow a postponement of all or a portion of the buffer planting. Whenever postponement is allowed, a letter of compliance pursuant to this section shall be required.

(3) Where the location of existing permanent buildings on an existing site reduces the area available for a buffer, buffer requirements shall be met to the maximum extent practicable.

(4) Where implementation of the buffer requirements on an existing site would require the removal of parking spaces, the Zoning Administrator may approve a reduction of up to 20% of the required parking spaces in order to make room for required landscaping.

(F) Exceptions. In the event that unusual topography or elevation of a development site, the size of the parcel to be developed, the soil or sub-surface condition of the site would make strict adherence to the requirements of this section serve no meaningful purpose or would make it physically impractical to install and maintain the required buffer plantings, the Urban Forester may alter the requirements of this section as long as the existing features of the development site comply with the spirit and intent herein. Such an alteration may occur only at the request of the property owner who shall submit a plan to the Urban Forester showing existing site features that would buffer or screen the proposed use and any additional buffer materials the property owner will plant or construct to buffer the proposed use.

(G) Street buffers.

(1) Street buffers shall be required along all streets for new development sites, except residential development with no more than four units; redevelopment sites; residential subdivisions; and expansion of a commercial building by more than 20% except that street buffers shall not be required in the CBD District.

(2) All required street buffers shall be no less than six feet in width at any point and average eight feet in width, as measured perpendicularly to the street, along the entire length of the property.

(3) Large maturing trees shall be planted unless overhead utility lines or other factors require the use of medium or small maturing trees, as approved by the Urban Forester.

Fractions generated by applying the minimum number of plants to the actual linear footage of the buffer shall be rounded up to the next whole number. (For example, 125 feet of buffer length would be required to have two large trees or three medium trees or four small trees.) The planting schedule for street buffers shall be as follows:

| Type                  | Minimum Number Per Linear Foot |
|-----------------------|--------------------------------|
| Large Maturing Trees  | .015                           |
| Medium Maturing Trees | .04                            |
| Small Maturing Trees  | .06                            |

(4) In addition to the tree planting requirements, a minimum of 30% of the buffer area shall be planted in a combination of approved shrubs, perennials, ornamental grasses, live ground cover, or turfgrass, except that additional plantings may not be required in significant natural forested areas maintained within the street buffer if so approved by the Urban Forester. All other areas, including bare ground under trees, shall be covered in a minimum of three inches of mulch. Spacing and arrangement of plant material must be primarily based on the mature dimensions of the plants.

(5) Berms shall be allowed to augment required street buffer plantings as long as a minimum of 50% of all required trees and plantings shall be planted along the street front portion of the berm.

(H) Property Buffers.

(1) The purpose of a property buffer is to minimize the potential negative impact between adjacent land uses and streets, and to promote land use compatibility.

(2) Property buffers shall be required along all applicable property boundaries for new development sites, redevelopment sites, major subdivisions, and whenever an existing nonresidential use is expanded by more than 20% except that property buffers shall only be required in the CBD District when a proposed nonresidential development is adjacent to an existing residential unit.

(3) The property buffer width shall be established for new development as follows:

PROPOSED USE

EXISTING USE

Residential, SF & Duplex1

Residential, MF

Manufactured Home Park

Non- Residential

PROPOSED USE

EXISTING USE

Residential, SF & Duplex1

Residential, MF

Manufactured Home Park

Non- Residential

Residential, SF & Duplex

0

0

0

0

Residential, MF

20'

0

0

0

Manufactured Home Park

40'

40'

0

0

Non-Residential

30'

30'

30'

0

Heavy Industrial

40'

40'

40'

20'

Light Industrial

30'

30'

30'

0

1 Existing residential and residentially zoned properties

(4) The total number of trees required shall be determined by the size in square feet of the required buffer, divided by the area needed for each tree. Only one size tree will be required for the buffer area (for example, a buffer area 600 square feet in size would be required to have three large trees or four medium trees or six small trees.) The use of evergreen trees and plans are strongly encouraged. Large maturing trees shall be planted unless factors such as overhead utility lines or buffer size require the planting of smaller trees. Such substitutions must be approved by the Urban Forester. In addition to the tree planting requirements, a minimum of 40% of the buffer area shall be planted in a combination of approved shrubs, annuals, perennials, live ground cover, ornamental grasses, or turfgrass. All areas shall be maintained in a minimum of three inches of mulch. Plant materials shall be designed and installed in a manner that provides variability of height at maturity. Spacing and arrangement of plant material must be primarily based on the mature dimensions of the plants. The property buffer planting schedule shall be as follows:

| Type                  | Minimum Number                       |
|-----------------------|--------------------------------------|
| Large Maturing Trees  | 1 per 200 square feet of buffer area |
| Medium Maturing Trees | 1 per 150 square feet of buffer area |
| Small Maturing trees  | 1 per 100 square feet of buffer area |

(5) The width of a property buffer may be reduced up to 50% if a fence or wall is included.

(I) Riparian buffers. A riparian buffer is required along perennial and intermittent streams, rivers, ponds, and lakes per the requirements of § 157.194 -Low Impact Design.

(J) Parking lot landscaping. The following standards shall apply to all new parking areas with ten or more spaces and all expansions to existing parking areas which add ten or more

spaces, unless otherwise noted. In an expansion, only the area of expansion is required to be included in the calculation; however, the landscaping may be provided anywhere within the parking area.

(1) Plant material shall be selected and arranged to insure the maximum safety of the public. No landscaping area shall be designed, installed or maintained in such a way that it provides cover or refuge for criminal activities.

(2) Plant material is required along 10% of the length of exterior building walls and structures to provide separation between the building and the vehicular surface area.

(3) Landscaped islands at least 200 square feet in size and a minimum of five feet on any side shall be placed at the ends of each row of parking spaces. Intermediate islands at least 200 square feet in size and a minimum of five feet on any side shall be placed throughout the parking lot so that no parking space is further than 60 feet from a tree, as measured from the end or edge of the parking space. One tree is required at the end of every row of parking, even if the row terminates at a buffer area.

(a) Each landscaped island shall include one large maturing tree unless there is an overhead utility line or street light present, in which case a small or medium maturing tree shall be planted.

(b) In addition to the tree planting requirement, a minimum of 20% of each landscaped island shall be planted in a combination of small maturing shrubs, perennials, annuals, ornamental grasses, and/or live ground cover. All other areas shall be maintained in a minimum of three inches of mulch wherever plant material is placed.

(4) Landscaped areas within or adjacent to parking areas must be protected from vehicular damage by a raised curb, wheel stops or approved equivalent barrier of at least six inches in height.

(5) Alternative, creative landscaping plans that incorporate larger islands or different spacing of landscaped areas than required in this section may be approved by the Urban Forester, as long as the minimum area of landscaping and minimum number of trees is provided.

(Ord. 15-002, passed 2-24-15)

#### § 157.139 SCREENING.

(A) Purpose. The purpose of screening is to provide a visual barrier between an unsightly or out of scale feature and the view from public streets and abutting properties.

(B) Opaque screening required. Unless otherwise specified in this section, all required screening shall be opaque. An opaque screen is intended to exclude all visual contact with the screened feature from an adjacent property, public street, or right-of-way. An opaque screen may be composed of a wall, fence, building, or berm; planted vegetation; existing vegetation; or a combination thereof; as approved by the Zoning Administrator. A wall,

fence, or building, or combination thereof, must be used to screen dumpsters and loading and delivery areas. The compliance of a planted vegetative screen or existing vegetation will be determined by the Urban Forester on the basis of average mature dimension and density of foliage of the proposed or existing plant species, and/or field observation of existing vegetation. Vegetated screens must be opaque in all seasons of the year. Therefore, all plant material used shall be evergreen, must be selected from the List of Approved Plant Species for the City of Camden and List of Approved Tree Species for the City of Camden, and must be installed and maintained per the requirements of this chapter.

(C) Structural screens. If structural materials are used for screening, such as for walls or fences, such structure must be augmented with vegetation to soften the appearance of the structure. Such structures used to screen dumpsters and loading and delivery areas in the CBD are exempt from this requirement. Plants required for buffer landscaping per the provisions of this chapter may be incorporated to satisfy these requirements, per approval by the Urban Forester. Such vegetation shall be planted or in the case of incorporation of existing vegetation shall exist on the side of the fence or wall that faces away from the land use or feature that requires screening.

(D) Height of required screening. The height of required screening shall be sufficient to block the view of the feature for which the screening is required from the adjoining property that is to be provided such protection. All required screening shall be opaque to a height of at least six feet above grade at maturity.

(E) Length of required screening. The length of a required screen shall be that which is necessary to totally visually screen the feature from protected properties, streets, and rights-of-way as provided in this section. The Zoning Administrator may approve accommodations for reasonable access and use, as necessary.

(F) Screening required for features. To maximize site line obstruction, a screen shall be placed immediately adjacent to the feature to be screened except as otherwise approved by the Zoning Administrator. The Zoning Administrator may approve accommodations for reasonable access, use, and maintenance of the features and equipment, as necessary. Screening to minimize views from adjacent existing residential properties, properties in residential zoning districts, roads and public rights-of-way shall be required for the following features.

(1) Mechanical equipment for all non-residential uses at ground level and mounted on roofs, including, but not limited to HVAC equipment, transformers and generators:

(a) Roof mounted mechanical equipment shall not be visible in any direction from any adjacent existing residential properties, properties in residential zoning districts, roads and public rights-of-way. Where it can be clearly demonstrated that such equipment is not visible from any adjacent existing residential properties, properties in residential zoning districts, roads and public rights-of-way, the Zoning Administrator may waive screening requirements; and

(b) Screening of roof-mounted equipment shall be accomplished by solid and permanent roof-mounted screens, compatible with the architectural style, materials and color of the building upon which the equipment is located;

(2) Garbage and trash collection areas, including dumpsters;

(3) Delivery and loading areas; and

(4) Open storage areas accessory to non-residential uses must be totally screened from public view.

(G) Fences and walls. All fences and walls shall meet the requirements of § 157.060 (D)(4)-Fences and Walls.

(H) Berms. The following standards shall apply to all berms.

(1) No structures, including fences, shall be placed on a berm unless approved by the Urban Forester as part of the landscaping requirements for a development site.

(2) Berms shall not be used for the display of vehicles or other merchandise.

(3) If included in the landscape design, berms shall:

(a) Have a minimum height of 18 inches, a minimum crown width of two feet, and a side slope with a width to height ratio of no greater than three to one (3:1). No berm shall exceed four feet in height once the soil settles.

(b) Be designed and constructed with an undulating appearance which mimics, as much as is practicable, a natural topographical feature of the site.

(c) Be substantially planted and covered with live vegetation. No berm shall consist entirely of turfgrass, ground cover, mulch or similar material.

(d) Be fully installed, planted, stabilized and maintained prior to certification of zoning compliance.

(e) Be designed to prevent standing water or to impede the flow of stormwater from adjacent properties.

(4) Berm soil. The following standards shall apply to soil to be used as a planting berm.

(a) The soil shall be imported topsoil or manufactured topsoil from off-site sources.

(b) The soil should be obtained from naturally well-drained sites where topsoil occurs at least four inches deep, but shall not be obtained from agricultural land, bogs or marshes.

(c) Berm soil shall be free of stones of one inch or larger in any dimension; roots, plants, sod, clods, clay lumps, or pockets of coarse sand; contaminants such as chemicals, construction materials and building debris, fuels, and other extraneous materials harmful to plant growth; and obnoxious weeds and invasive plants, including but not limited to

quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and brome grass.

(d) The soil shall not be infested with nematodes, grubs, other pests, pest eggs, or other undesirable organisms and disease-causing plant pathogens.

(e) Soil for berms shall be friable and with sufficient structure to give good tilth and aeration. Soil shall be within a pH range of 6.2 to 6.8.

(f) Soil analysis required. For each soil type included in the berm soil, a soil analysis and a written report by a qualified soil-testing laboratory must be provided that states percentages of organic matter; pH; and mineral and plant-nutrient content of the soil.

(g) Soil-testing laboratory qualifications. Soil analyses for berm soil must be conducted by an independent laboratory or university laboratory, recognized by the South Carolina Department of Agriculture, with the experience and capability to conduct the testing indicated.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2017-013, passed 10-10-17)

#### § 157.140 OPEN SPACE.

(A) In general. In order to continue the development of a system of quality open spaces and recreation areas throughout the city's jurisdiction, the following standards shall apply to all developments and all open space and recreation areas in all zoning districts unless otherwise noted.

(1) In developments with 20 or more multi-family residential units (including townhouses and patio homes) or manufactured home parks with more than nine manufactured homes, open space shall account for a minimum of 20% of the total land area of the site. In developments with 20 or more single-family detached residential units, open space shall account for a minimum of 10% of the total land area of the site.

(a) No existing development, building or structure meeting the criteria above shall be expanded or enlarged unless the minimum open space requirements of this section are met.

(b) In single-family detached developments, open space may not include any required yard, setback or buffer area for individual residential lots or parcels.

(c) In multi-family developments and manufactured home parks, required buffer areas may be included in open space if held in common ownership.

(2) Public open space and recreation areas, except environmental open space, shall:

(a) Have direct access from public streets;

(b) Be visible and easily accessible; and

(c) Have multiple points of entry.

(3) All open space and recreation areas, except environmental open space, shall be well separated from moving vehicles by vegetation, fencing, walls, sidewalks or a combination of those elements.

(4) Open space not meeting the criteria of environmental open space shall be substantially clustered around the edges of the development to buffer the development against adjacent tracts of land, especially land used for agriculture and low density residential development.

(5) The land used for required open space and recreation areas, except environmental open space, shall have an average slope of 5% or less with no portion of the land exceeding a 15% slope.

(6) Required open space and recreation areas may be public or private. The planning, construction, and maintenance of privately owned facilities shall adhere to the following:

(a) Private open space intended to count towards the open space requirements of this section shall be held and maintained by a legally constituted homeowner's association or corporation. Land designated as open space may not be separately sold, subdivided or developed.

(b) High maintenance cost facilities such as swimming pools shall not be counted in determining compliance with the minimum open space and recreation area requirements of this section. Bridges along pedestrian and bicycle paths and similar high cost facilities shall not be permitted as an integral part of any required open space or recreational area unless no feasible alternative exists.

(c) Each phase of a phased development shall meet the minimum requirements for open space and recreational areas. All plans for such developments shall demonstrate compliance for each phase. No certificates of occupancy shall be issued until all such required facilities have been installed or bonded by the developer and approved by the city.

(d) The responsibility for the perpetual maintenance of open space shall be with the owner. Maintenance for required open spaces shall include ensuring that no hazards, nuisances or unhealthy conditions exist; and keeping the property neat and orderly in appearance and free of litter and debris. Failure to adequately maintain open space shall constitute a violation of this Zoning Ordinance and shall subject the owner to any and all remedies permitted herein.

(Ord. 15-002, passed 2-24-15)

#### § 157.141 TREE CONSERVATION.

(A) Purpose. The tree conservation requirements for the city are intended to promote the conservation of healthy and structurally sound trees for the purpose of protecting the

public safety, health and welfare through benefits of such trees, including, but not limited to the following.

- (1) Improving air quality through the reduction of carbon dioxide and provision of oxygen.
- (2) Reducing air pollution by filtering dust and other unwanted airborne particles.
- (3) Filtering and purifying of stormwater passing through the ground to drinking water aquifers.
- (4) Stabilizing soil as an effective component of soil conservation, and erosion and flood control.
- (5) Providing shade, which reduces ambient temperatures and makes outdoor areas more habitable during warmer months.
- (6) Assisting in the reduction of noise levels and glare.
- (7) Assisting in the retention and improvement of the character and appearance of the city, which increases the desirability of the area and consequently has a positive impact on residential and economic growth and property values.

(B) Unlawful to remove, cut or damage significant trees. Unless authorized by the terms of this section or approved by the Urban Forester during site plan review, no person shall cut down, remove, irreparably or irreversibly damage or destroy any significant tree located within a public right-of-way, or required buffer, setback, yard, landscaped area or open space, except when necessary to provide access to a site or insure the safety and security of people and property or when located on a single-family property. Violations of this Zoning Ordinance are subject to any and all remedies, fines and fees as specified herein and in § 157.212 (D)-Penalties for Landscape, Tree Conservation and Buffer Violations.

(C) Platting of subdivisions. Developers shall design projects so that buildable areas exist on lots to minimize the need for future builders to remove significant trees to achieve a reasonable use of an individual lot.

(D) Tree conservation on undeveloped or redeveloped properties.

(1) Removal of significant trees on all properties, except for single-family residential properties, shall be prohibited prior to any land disturbance on the site and prior to securing a grading permit, land development permit and/or building permit for new construction or development, redevelopment, or expansions to buildings or site elements such as parking lots or service areas. However, on parcels of 20 acres or more that are designated as tree plantations, trees internal to the property may be removed prior to development as long as a 50 foot wide undisturbed tree protection zone is defined on the perimeter of the property, as identified on the site plan and approved by the Urban Forester. Within such specified tree protection zone, no trees or other vegetation may be removed without the approval of the Urban Forester, except to accommodate permitted driveways and new roads.

(2) All significant trees must be identified on the site plan and reviewed by the Urban Forester prior to any land disturbance on the site, and to securing a grading permit, land development and/or building permit. Notwithstanding this requirement, on parcels of 20 acres or more that are designated as tree plantations, the applicant will not be required to identify individual significant trees. It is required that applicants for grading, land development and/or building permits request a preliminary review of the site plan by the Urban Forester to maximize protection of significant trees while enabling efficient use of the property before finalizing all site, development and construction plans.

(3) Replacement is required for the removal of significant trees identified on the site plan and approved by the Urban Forester, except as exempted in division (F)(4) of this section. One tree of appropriate caliper at the time of planting, as provided in § 157.137(B)-Tree Size, selected from the List of Approved Tree Species for the City of Camden and approved by the Urban Forester, is required to be planted in a suitable location on the property to replace each tree removed. Replacement trees must be planted according to Chapter 100-Trees of the City of Camden Code of Ordinances as provided by the Urban Forester. Trees included as part of required buffer areas and parking lot landscaping may be counted as replacement trees. A tree replacement plan, including the location, genus and size (DBH) of the tree to be removed; and the species and proposed locations and caliper at the time of planting (as provided in § 157.137(B)-Tree Size) of replacement trees, must be approved by the Urban Forester prior to site plan approval.

(4) On parcels of 20 acres or more in size that are designated as tree plantations, where trees internal to the property are to be removed prior to development as provided in division (E)(1) above, required tree replacement shall be 15 large maturing trees per acre for each area that is cleared. Such trees shall be selected from the List of Approved Tree Species for the City of Camden and planted according to Chapter 100-Trees of the City of Camden Code of Ordinances as approved by the Urban Forester. Trees included as part of required buffer areas and parking lot landscaping may be counted as replacement trees.

(5) If replacement of significant trees to be removed is not possible due to factors including, but not limited to, the inability of the site to accommodate the required replacement trees, or site or development constraints, at a minimum, a fee in an amount established by the City of Camden Fee Schedule shall be assessed for each significant tree removed, which shall be deposited into the City of Camden Tree Fund.

(6) In order to ensure the replacement of trees according to this section, where it is determined that trees can be replaced, a bond, letter of credit, or other surety satisfactory to the city shall be deposited with the Zoning Administrator in an amount and of a term satisfactory to the Urban Forester prior to issuance of a certificate of occupancy or any use of the property. Trees shall be replaced, in compliance with this section, within the term of any such surety. In the event that adequate replacement trees have not been planted within 30 days of the expiration of any such surety, the city shall be granted the ability to draw upon the funds of any such surety in order to fund the planting of replacement trees as shown on the approved site plan.

(7) Individual single family residential lots shall contain a minimum of four trees of which at least one shall be required to be in the front yard. A minimum of one tree shall be a large maturing tree. Newly planted trees shall meet the minimum size in § 157.133(B).

(E) Tree protection. Before and during any land disturbance, construction or development, the following measures shall be utilized to protect significant trees, including tree crowns and roots, designated for retention and protection per the site plan as approved by the Urban Forester.

(1) Prior to clearing/grading/land disturbance, construction and/or development of a property, the owner shall be responsible for any and all tree and root protection necessary to protect identified significant trees from damage before, during and after construction. All significant trees, as well as other existing and newly planted vegetation that is required by the landscaping and buffer provisions, shall be protected with a sturdy and visible fence before any land disturbance begins. At a minimum, such tree protection zone (TPZ) shall be established and be equal to a one foot radius on the ground for every inch of diameter at breast height (DBH) of each significant tree to be protected.

(2) The location of the TPZ fencing and method of construction shall be noted on the site plan. Tree protection fencing shall be installed and remain in place and in good condition until all clearing/grading/land disturbance, development and construction activities are completed. The tree protection fencing shall be constructed from any material substantial enough to prohibit and keep out vehicles, people, and all other activities associated with the clearing/grading/land disturbance, development and construction process, as approved by the Urban Forester. Examples include wood posts and rails, chain link fencing, wire fencing and posts, and other substantial materials. Tree protection fencing shall be a minimum of four feet high.

(3) All tree protection zones shall be designated as such with "Tree Protection Zone - Caution Do Not Enter" signs posted visibly on all sides of the fenced protection area, with lettering and colors that provide maximum readability in terms of distance and contrast.

(4) No soil disturbance or compaction, stock piling of soil or other construction, paving or landscaping materials, vehicular traffic, or storage of heavy equipment is allowed in the tree protection zones of trees to be retained.

(5) In situations where strict adherence to the provision of tree protection zones is not possible due to factors including, but not limited to, site conditions, overlapping tree protection zones, or grade changes, the Urban Forester may, through field determination and consultation, allow modifications to the required tree protection zone based on accepted best practices and procedures.

(F) Tree removal permit required for existing developed properties.

(1) Permit required. Except for single-family residential properties, a permit shall be required for the removal of any significant tree as specified in § 157.211 (D)-Permits.

(2) Responsible party. The property owner will be held responsible for all actions related to tree damage and removal.

(3) Acceptable reasons for tree removal. Removal of significant trees shall be permitted for the following reasons.

(a) The tree is dead.

(b) The tree is affected by a pest or disease problem that is untreatable or treatment is impractical and will result in rapidly declining tree health or a hazardous condition.

(c) The tree is in irreversible decline due to mechanical damage, poor maintenance or environmental stresses or a combination thereof and its condition cannot be improved with standard maintenance techniques.

(d) The tree has an uncorrectable structural defect that results in an increased risk of whole or partial tree failure.

(e) The tree is reducing existing or proposed site visibility of traffic signs/signals, intersections or other situations, which may endanger life or property and the correction of the problem, will result in crown reduction encompassing more than 50% of the normal canopy.

(f) The tree is in an existing or proposed restricted growth space resulting in conflict with the surrounding hardscape or infrastructure and the conflict cannot be resolved.

(g) The tree is in conflict with overhead utility lines and proper pruning cannot adequately reduce the conflict without severely disfiguring the tree or will result in crown reduction encompassing more than 50% of the normal crown.

(h) The tree is in conflict with proposed site reconfiguration/improvements or above/below ground utility upgrades and the conflict cannot be resolved or the correction of the problem will result in severe disfigurement of the tree or severe root damage which compromises structural stability or will result in crown reduction encompassing more than 50% of the normal crown.

(4) Replacement of trees removed. All trees removed per an approved tree removal permit shall be replaced within 90 days after removal unless a longer period of time is approved by the Urban Forester after determining that construction activities or weather conditions warrant an extension. Trees that have been removed shall be replaced by a tree of comparable size at maturity and of appropriate caliper at the time of planting, as provided in § 157.137(B)-Tree Size, selected from the List of Approved Tree Species for the City of Camden and approved by the Urban Forester. All replacement trees shall be planted in suitable locations on the property as approved by the Urban Forester. Replacement trees must be planted according to the Tree Installation Specifications for the City of Camden as provided by the Urban Forester.

(5) Tree replacement not possible. If tree replacement on the property is not possible for reasons approved by the Urban Forester including, but not limited to, unique site conditions, safety concerns, and/or limitations of reasonable use of the property, the property owner may submit a request in writing to the Urban Forester to pay a fee to the City of Camden Tree Fund in lieu of replacing the tree(s). The request shall include

information that demonstrates why the on-site planting of replacement tree(s) is not possible. A fee in an amount established by the City of Camden Fee Schedule shall be assessed for each significant tree removed, which shall be deposited into the City of Camden Tree Fund as provided in § 157.212 (E)-Establishment of City of Camden Tree Fund.

(G) Exemption for the removal of significant trees. In the event that a tree poses a severe or imminent threat to public safety or property, such as a result of a catastrophic event or when a tree is irreparably damaged, the Urban Forester may waive the requirements of this section. Written and photographic documentation must later be submitted to the Urban Forester, describing the threat which initiated the removal. The Urban Forester may require replacement of any trees which are removed where it is determined that the threat resulted from negligence.

(H) Tree maintenance. Maintenance of significant trees protected before and during development, planted as replacements for significant trees that were removed during development, or otherwise planted or protected by the provisions of the Tree Conservation Section, must be maintained using Best Management Practices included and referenced in the City of Camden Tree Maintenance Requirements as provided by the Urban Forester.

(I) Forestry activity.

(1) Permitted forestry activity. Pursuant to the provisions of the South Carolina Forestry Management Act Section 48-23-205, forestry activities are permitted on all forestland parcels within the city.

(2) "FORESTLAND" means land supporting a stand or potential stand of tree valuable for timber products, watershed or wildlife protection, recreational use, or for other purposes.

(3) "FORESTRY ACTIVITIES" include, but are not limited to, timber harvest, site preparation, controlled burning, tree planting, application of fertilizers, herbicides, pesticides, weed control, animal damage control, fire control, insect and disease control, forest road construction, and any other generally accepted forestry practices.

(4) "STAND" means a contiguous group of trees sufficiently uniform in age-class distribution, composition and structure and growing on a site of sufficiently uniform quality, to be a distinguishable unit. A mixed stand is composed of a mixture of species, a pure stand is composed of essentially a single species and in a stratified mixed stand different species occupy different strata of the total crown canopy.

(5) All forestry activities are permitted on forestland that is:

(a) Taxed on the basis of its present value as forestland under S.C. Code § 12-43-220(d);

(b) Managed in accordance with a forest management plan that is prepared or approved by a South Carolina Registered Forester;

(c) Certified under the Sustainable Forestry Initiative, the Forest Stewardship Council, the American Forest Foundations Tree Farm System, or any other nationally recognized forest certification system;

(d) Subject to a legally binding conservation easement under which the owner limits the right to develop or subdivide the land; or

(e) Managed and harvested in accordance with the best management practices established by the State Forestry Commission pursuant to S.C. Code § 48-36-30 as determined by the Urban Forester.

(6) Time restrictions on permit issuance after completion of certain forestry activities. In the event that the Zoning Administrator determines that any forestry activity on forestland, that is otherwise permitted pursuant to divisions (5)(a) through (e) above, has resulted in a change in the land from forestland to nonforest or nonagricultural use, the Zoning Administrator may deny a grading permit, building permit or land development permit for a period of either:

(a) One year after the completion of a timber harvest if the activity results in the removal of all or substantially all of the trees from the parcel.

(b) Five years after the completion of a timber harvest if the harvest results in the removal of all or substantially all of the trees from the parcel and the harvest was a willful violation of city regulations.

(K) Site monitoring and inspections. The Urban Forester shall have access to all active and recently completed development, redevelopment and construction sites and all sites upon which land disturbance is planned or is occurring, to make sure that the requirements of this section, including any modifications approved by the Urban Forester, are being met.

(L) Violations and enforcement. Provisions for violations and enforcement of this section are provided in § 157.212 (D)-Penalties for Landscape, Tree Conservation and Buffer Violations.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2017-013, passed 10-10-17)

## PERFORMANCE STANDARDS

### § 157.148 PURPOSE.

The purpose of this subchapter is to establish performance standards for all land, land uses and improvements in the city in order to promote compatibility among uses, protect and enhance the character of the city, and to protect the health, safety and welfare of the city by minimizing offsite impacts related to light and glare, noise, odor, vibration, and pollution.

(Ord. 15-002, passed 2-24-15)

§ 157.149 LIGHT AND GLARE.

The purpose of this section is to provide standards for outdoor lighting and glare which will provide for nighttime safety, security and utility while reducing light pollution and light trespass.

(A) Applicability. The provisions of this section shall apply to any and all exterior artificial light sources not having specific special regulations.

(B) Exemptions. The following are exempted from the requirements of this section.

(1) Lighting fixtures and standards required by federal, state, county or city agencies, including street lights within public rights-of-way.

(2) Outdoor lighting fixtures used or required by law enforcement, fire and emergency services, transportation or similar governmental agencies to perform emergency or construction repair work, or to perform nighttime road construction on major thoroughfares.

(C) Lighting. Exterior lighting of buildings, properties, developments, signs or other features, and for any use, including, but not limited to, residential, commercial and industrial uses, shall meet the following requirements.

(1) Exterior light fixtures shall be directed so that no light spills over onto adjacent properties or rights-of-way.

(2) Because of their unique requirement for nighttime visibility and their limited hours of operation, stadiums, ball fields, playing fields and tennis courts are exempted from the general standards of this section. However, lighting for these outdoor recreational uses shall be shielded to minimize light and glare trespass onto adjacent and nearby properties.

(3) No flashing lights shall be permitted.

(4) No installation or erection of any lighting which may be confused with warning signals, emergency signals or traffic signals shall be permitted.

(5) Pole heights that are appropriate to the lighting application shall be used; however, under no circumstances shall light poles exceed 35 feet.

(6) Mounted fixtures shall not exceed the height of the building or structure on which they are mounted.

(7) All on-site roadway intersections within a manufactured home park or a multi-family residential, commercial or mixed-use development containing two or more separate structures shall be provided with a street light and street lights shall be provided along roadways in the interior of such developments at not less than 400-foot intervals.

(D) Glare. No light source or direct or sky reflected glare, whether from exterior lighting, high temperature processing, combustion, welding, or otherwise, shall be visible from beyond any property line. Light sources shall be arranged, hooded or otherwise controlled to deflect light (both direct and reflected) away from adjoining property or public rights-of-way.

(1) Safety hazard. Any artificial light source which creates glare observable within the normal range of vision from any public walk or thoroughfare under normal weather conditions is considered a safety hazard and is prohibited.

(2) Nuisance. Any artificial light source which creates glare observable within the normal range of vision, under normal weather conditions, from any property other than the property where the light source is located is considered a nuisance and is prohibited.

(Ord. 15-002, passed 2-24-15)

#### § 157.150 ODOR.

There shall be no emission of odorous gases or other odorous matter in such quantities as to be offensive to a person of normal sensibilities at the property line of adjacent properties or rights-of-way.

(Ord. 15-002, passed 2-24-15)

#### § 157.151 VIBRATION.

A person, business or industry may not cause or permit, beyond the property line of any such vibration source, vibration of sufficient intensity to cause another person of normal sensibilities to be aware of the vibration by such direct means as sensation of touch or visual observation of moving objects. The observer shall be located at or within the property line of the receiving property or right-of-way when vibration determinations are made. This standard shall not apply to vibrations created during the process of construction between the hours of 7:00 a.m. and 9:00 p.m.

(Ord. 15-002, passed 2-24-15)

#### § 157.152 PERFORMANCE STANDARDS FOR MANUFACTURING, MINING, AND WASTE COLLECTION, TREATMENT, DISPOSAL AND REMEDIATION.

The following performance standards shall be applied, in addition to those provided in §§ 157.149 through 157.151, to ensure that all manufacturing uses (NAICS 311-339); mining (NAICS 211-213); and waste treatment, disposal and remediation systems (NAICS 5621, 5622 and 5529) shall produce no injurious or obnoxious conditions related to the operation of such uses sufficient to create a nuisance beyond the premises. Additionally, waste treatment, disposal and remediation systems, including landfills, must be in

compliance with DHEC requirements. Furthermore, the Zoning Administrator may require that an engineer certify that the proposed project will not violate the restrictions listed herein.

(A) Noise. All noise shall be muffled so as not to be offensive to a person with normal sensibilities due to noise level, intermittence, beat frequency or shrillness. In no event shall the sound pressure level of noise radiated continuously from a facility exceed the values provided below where measured at the property line of any such sound-emitting source. If sound levels are suspected to be offensive to a person with normal sensibilities by the Zoning Administrator through observation, the property owner will be required to conduct and document noise level tests as needed to demonstrate that the noise generated does not exceed the values provided for herein. Such tests must be conducted at the cost of the property owner by a qualified professional with proven expertise in the area of noise level measurement and testing.

(1) The maximum permissible noise level at the property line of any such sound-emitting source for noise radiated continuously from a facility between the hours of 9:00 p.m. and 7:00 a.m. (night time) shall be 65 decibels (dB), and between 7:00 a.m. and 9:00 p.m. (day time) shall be 70 dB. Where the lot containing such use is adjacent to a residence or residential zoning district, the permissible noise levels shall be ten dB less than those above.

(2) Such measurements are expressed in terms of the equivalent sound level and all measurements taken shall compute the equivalent sound level.

(3) Noise levels shall be measured with a sound level meter that conforms to the most current specifications as recommended by the American Standards Institute (ANSI). The meter shall be set for a "slow" response when taking measurements. An A-weighted filter constructed in accordance with the specifications of ANSI, which automatically takes into account the varying effect on the human ear of different pitches, shall be used on any sound level meter taking measurements in relation to the requirements of this section.

(4) Impact noises, generated by sources that do not operate more than one minute in any one-hour period, are permissible up to a level of ten dB in excess of the figures listed in division (A)(1) of this section, except when the lot containing such use is adjacent to a residence or a residential zoning district.

(5) Noises emanating from construction activities between 7:00 a.m. and 9:00 p.m. shall be exempt from these requirements.

(B) Air pollution.

(1) The emission of visible smoke, dust, dirt, fly ash, particulate matter from any pipes, vents, or other openings, or from any other source into the air, shall comply with the regulations of the South Carolina Department of Health and Environmental Control (DHEC).

(2) Air pollution emanating from construction activities between 7:00 a.m. and 9:00 p.m. shall be exempt from these requirements.

(C) Odor. There shall be no emission of odorous gases or other odorous matter in such quantities as to be offensive to a person with normal sensibilities at the property line. Any process which may involve the creation or emission of any such odor shall be provided with both primary and a secondary safeguard system so that control may be maintained in the event of failure of the primary safeguard system.

(D) Fumes and vapors. There shall be no emission of any fumes or vapors of a noxious, toxic or corrosive nature which can cause damage or irritation to health, animals, vegetation, or to any form of property.

(E) Heat, cold, dampness or movement of air. Industrial activities which could produce any adverse effect on the temperature, motion or humidity of the atmosphere beyond the lot line shall not be permitted. Any use requiring an operation producing an intense heat shall be performed with the necessary shielding to prevent such heat from being detectable at the property line of the site on which the use is located.

(F) Toxic matter. The measurement of toxic matter shall be at ground level of habitable elevation and shall be the average of any 24-hour sampling period. The release of any airborne toxic matter shall not exceed the quantities permitted for those toxic materials currently listed in Threshold Limit Value, adopted by the American Conference of Governmental Industrial Hygienists. If a toxic substance is not contained in said listing, the applicant shall satisfy the Zoning Administrator that the proposed levels will be safe to the general population.

(G) Exterior illumination.

(1) All operations, activities, and uses shall be conducted so as to comply with the performance standards governing exterior illumination prescribed in § 157.149 and below.

(2) Requirements for maximum intensity by light source and type of area are provided in the following table. Illumination shall be measured from any point outside the property. If illumination is found to be extending onto neighboring properties by the Zoning Administrator, the property owner will be required to conduct appropriate light/illumination level tests as needed. Measurements are to be conducted by Illumination Engineering Society of North American (IESNA) standards.

Maximum Intensity of Light Sources

Light Sources

Light Sources Visible in:

Residential or Medical Areas

Commercial or Industrial Areas

Bare incandescent bulbs

15 watts

40 watts

Illuminated buildings

15 ft. candles

30 ft. candles

Backlighted or luminous background signs

150 ft. lamberts

250 ft. lamberts

Outdoor illuminated signs and poster panels

25 ft. candles

110 ft. candles

Any other unshielded sources, intrinsic brightness

50 candela per sq. cm

50 candela per sq. cm

(H) Radiation hazard standard. All operations, activities and uses shall comply with the regulations of the U.S. Atomic Energy Commission set out in Chapter 1 of Title 10 of the Code of Federal Regulations which apply to byproduct material, source material and special nuclear material, as those terms are defined by the Atomic Energy Act of 1954, as amended, (42 U.S.C. 2014(e), (z), and (aa)). No activity, operation or use shall cause radiation emissions which are in violation of the Radiation Health and Safety Act of 1968 (PL 90-602), as amended, or the implementing regulations of the SC Department of Health and Environmental Control established pursuant thereto.

(I) Electromagnetic radiation and interference standard. No activity, operation or use shall cause electromagnetic radiation interference that: (a) adversely affects persons or the operation of any equipment across lot lines and (b) is not in conformance with the regulations of the Federal Communications Commission.

(J) Liquid and solid waste standard. Any activity, operation or device which causes or tends to cause the discharge or other release of liquid or solid waste into public sanitary sewers, storm drains or public waters shall comply with applicable laws, rules and regulations governing such discharge or release, including but not limited to the Federal Water Pollution Control Act as well as state and local provisions regulating sewers and sewage disposal, pollution of state waters, maintenance and cleanliness of storm drainage facilities, garbage, trash and refuse, and erosion and sediment control.

(K) Compliance guarantee. The applicant of a permit for a manufacturing or processing plant which would produce any of the elements as noted in this division shall acknowledge

in writing his understanding of the performance standards applicable to the proposed use and shall submit with the permit application an agreement to conform with such standards at all times. Any violation of the agreement shall constitute a violation of this chapter and the property owner shall be subject to any and all penalties or enforcement actions permitted by this Zoning Ordinance.

(Ord. 15-002, passed 2-24-15)

## DEVELOPMENT AGREEMENTS

### § 157.165 PURPOSE AND INTENT.

The purposes of a development agreement are to coordinate the provision of adequate public facilities with the timing of development and otherwise document the terms of subject developments in accordance with S.C. Code § 6-31-10 Development Agreements. In doing so, development agreements provide both the city and the developer with assurances, thereby providing more certainty in the land development process.

(Ord. 15-002, passed 2-24-15)

### § 157.166 APPLICABILITY.

A development agreement is a voluntary agreement between the city and an applicant that may be required by the city when an applicant decides to proceed with a development that would not otherwise be approved due to one or more of the following conditions:

(A) The city finds that there is the need to coordinate the provision of adequate public facilities, which may include water, sewer, stormwater, transportation, school or other mutually agreed-upon public facilities, with development generating the need for those facilities;

(B) The city finds that there is the need for specific development conditions associated with a planned development; or

(C) The city finds that there is the need to document other specific conditions applicable to the timing, intensity, location or design of a development.

(Ord. 15-002, passed 2-24-15)

### § 157.167 MINIMUM REQUIREMENTS.

(A) The city may enter into a development agreement with a developer pursuant to the South Carolina Local Government Development Agreement Act of 1993, as amended,

provided that the property contains a minimum of 25 acres or more of highland and the development will have a maximum build-out time as shown in the following table:

| Acres of Highland | Maximum Years to Complete Development |
|-------------------|---------------------------------------|
| 25-250            | 5                                     |
| 251-1,000         | 10                                    |
| 1,001-2,000       | 20                                    |
| 2,001+            | negotiable                            |

(B) Each development agreement must be approved by the city through the adoption of an ordinance after complying with all of the provisions contained in the South Carolina Local Government Development Agreement Act of 1993, as amended.

(C) Development agreements shall not be used to simply rewrite the Zoning Ordinance or land development regulations to suit a particular development, but shall be based upon the need to establish a clear understanding of development conditions consistent with the intent of this subchapter and the provisions of § 157.166-Applicability.

(Ord. 15-002, passed 2-24-15)

#### § 157.168 CONTENTS OF AGREEMENT.

While each development agreement will be unique to the applicable development, agreements must include the following:

(A) Description and owners. A legal description of the property and names of legal and equitable owners.

(B) Duration. Development must be projected to take place over a period authorized by § 157.167 . The termination date may be extended by agreement.

(C) Uses. Project details shall be provided including use of buildings and land, dimensional standards, design standards, use conditions, performance standards, and a phasing plan as proposed. Where the development bound by a development agreement abuts property that conforms to the Zoning Ordinance and the Comprehensive Plan, the development agreement must demonstrate that any development within 100 feet of the property line will be compatible with the adjoining property in use and intensity or separated from it by an effective buffer that meets the requirements of §§ 157.136 through 157.141 .

(D) Onsite and offsite improvements. Development agreements shall include a description of onsite and offsite improvements including public facilities to serve the development. Such description shall specify who the improvements will serve, when they

will be provided, and who will fund them. Development standards for the construction of such improvements shall also be provided.

(E) Dedication. Development agreements shall include a description and physical location of the reservation or dedication of land for public purposes and open space. All land set aside for open space must meet one of the purposes for open space as specified in the Zoning Ordinance.

(F) Permits. Development agreements shall include a description of all local, state, and federal permits needed or approved. A statement shall be included that failure to list a permit does not relieve the developer from complying with the law.

(G) Comprehensive plan. Development agreements shall include a statement that the development is consistent with the City of Camden Comprehensive Plan, Zoning Ordinance, and, where applicable, the Land Development Regulations.

(H) Conditions. The proposal shall list any development conditions, terms, restrictions or requirements necessary for public health, safety or welfare.

(I) Historic preservation. Development agreements shall include a description of provisions for preservation and restoration of historic structures, sites, and identified vistas.

(J) Deed restrictions and restrictive covenants. A draft copy of proposed deed restrictions and restrictive covenants shall be provided at the time of application, if applicable. Deed restrictions and restrictive covenants must be recorded prior to or concurrent with final approval of the development agreement. The development agreement shall stipulate that the developer agrees that failure to record those documents as required shall render the agreement null and void and may result in termination or revocation of permits and approvals made subject to that agreement at the discretion of the city.

(K) Timing and phasing. Development agreements shall include completion dates for development and infrastructure within the project by phase.

(L) Responsible government. If more than one local government is a party to the agreement, the local government responsible for overall administration of the agreement shall be specified.

(M) Other matters. Include any other matter not inconsistent with the law. A provision shall be included for application of new laws.

(Ord. 15-002, passed 2-24-15)

#### § 157.169 AMENDMENT AND TERMINATION.

Development agreements may be amended or terminated only upon consent of all parties involved.

(Ord. 15-002, passed 2-24-15)

§ 157.170 CONSISTENCY.

The Planning Commission shall review development agreements for consistency with the Comprehensive Plan and this subchapter and shall make a recommendation to City Council.

(Ord. 15-002, passed 2-24-15)

§ 157.171 PUBLIC HEARINGS.

The city shall hold at least two public hearings on a development agreement. Notice of the public hearings shall be advertised in a newspaper of general circulation at least 15 days prior to the hearing date. The date, time and place of the second public hearing shall be announced at the first public hearing. The published notice shall state the location of the property, proposed uses, and where copies of the agreement may be obtained.

(Ord. 15-002, passed 2-24-15)

§ 157.172 ADOPTION.

A simple majority vote of City Council members present and voting shall be required to approve the development agreement. Each development agreement shall be approved by adoption of an ordinance.

(Ord. 15-002, passed 2-24-15)

§ 157.173 RECORDING.

Development agreements shall be recorded in the land records of Kershaw County within 14 days after the execution of the agreement. If recordation does not occur within 14 calendar days after the date of approval, such agreement shall be considered null and void.

(Ord. 15-002, passed 2-24-15)

§ 157.174 REQUIRED REVIEW; FAILURE TO CURE MATERIAL BREACH.

Each development agreement shall be reviewed one time at least every 12 months by the city planning staff. In the event that the developer is determined to have materially breached the terms of the development agreement, the Zoning Administrator shall serve notice, in writing, within a reasonable time after such determination is made. Such notice shall set forth with reasonable particularity the nature of the breach, the evidence

supporting such a determination, and a reasonable period of time during which the developer may cure the breach or rebut any such determinations. In the event that the developer fails to cure any such material breach and fails to rebut the findings supporting the existence of such a breach, and provided that the city and the developer are unable to mutually agree to amendments to the development agreement that meet the concerns of the city, the city may, by ordinance, terminate or modify the development agreement accordingly.

(Ord. 15-002, passed 2-24-15)

#### § 157.175 COMPLIANCE WITH STATE AND FEDERAL LAWS.

Development agreement provisions shall be subject to all state and/or federal laws enacted after the agreement is executed that effect the development and shall contain a provision acknowledging this fact.

(Ord. 15-002, passed 2-24-15)

#### GENERAL PROVISIONS AND REGULATIONS

The regulations contained in this subchapter are intended to clarify, supplement or modify the regulations set forth elsewhere in this Zoning Ordinance.

#### § 157.182 USE OF LAND OR STRUCTURES.

(A) Conformity with regulations. No land or structure shall be used or occupied and no structure or portions thereof shall be constructed, erected, altered, enlarged, or moved, unless in conformity with all of the regulations specified for the district in which it is located.

(B) Number of permitted dwellings per lot. No more than one duplex or single-family detached dwelling shall be permitted on a lot of record; except as provided for in § 157.045 -Accessory Apartments.

(C) Minimum requirements established. The minimum lot area, yards, buffer areas, and open space required by the regulations for each lot, parcel or building existing at the time of the passage of this chapter shall not be encroached upon or reduced, or considered as required yards or open space for any other building. Yards or lots created after the effective date of this chapter shall meet at least the minimum requirements established by this chapter for the district in which they are created.

(Ord. 15-002, passed 2-24-15)

§ 157.183 GRADING AND CLEARING.

No lot shall be graded or disturbed prior to issuance of a zoning permit.

(Ord. 15-002, passed 2-24-15)

§ 157.184 STREET FRONTAGE AND ACCESS REQUIRED.

Each lot or parcel shall abut a public street and shall have direct deeded vehicular and pedestrian access to such street with the following exceptions:

(A) Any lot for which a residential use has been legally established prior to the effective date of this Zoning Ordinance in accordance with provisions permitting establishment of use on a lot served by a private and exclusive recorded easement of at least 15 feet in width connecting said lot to a public street, may be used as if it abutted a street, provided that it is served by a driveway located on the easement.

(B) Any lot for which a non-residential use has been legally established prior to the effective date of this Zoning Ordinance in accordance with provisions permitting establishment of use on a lot served by a private, exclusive recorded easement of at least 15 feet in width connecting said lot to a public street, may be construed in the same manner as a lot abutting a street provided that it is served with a driveway built to city standards located on the permanent, recorded easement.

(C) A development site consisting of one or more legal lots of record which is developed under a coordinated, approved site specific plan and which is accessed solely by driveways shall only be required to abut a public street along some portion of the development site, the minimum distance of which shall be determined by the city to be adequate for public and emergency vehicle access but which shall not be less than 35 feet.

(D) A multi-family, townhouse, condominium, or industrial development site consisting of one or more legal lots of record which is developed under a coordinated, approved site specific plan may be permitted, on a case-by-case basis, to be served by a private street network and shall only be required to abut a public street along some portion of the development site, the minimum distance of which shall be determined by the city to be adequate for public and emergency vehicle access but which shall not be less than 35 feet.

(E) Lots created for utility facilities, including but not limited to water towers, electric and gas substations, telecommunication towers, and satellite receivers, may be created without frontage or deeded access as long as a legally enforceable access easement a minimum of 15 feet in width has been granted and documentation for such has been received by the City Planner at the time of final plat approval.

(Ord. 15-002, passed 2-24-15)

§ 157.185 ONE PRINCIPAL BUILDING PER LOT; EXCEPTIONS.

Only one principal building and its customary accessory building(s) may be erected on any lot, except that multiple buildings may be erected on a single lot as permitted by use and district regulations.

(Ord. 15-002, passed 2-24-15)

#### § 157.186 LOT SIZE.

No building lot (development site), even though it may consist of one or more adjacent lots of record, shall be reduced in size such that the requirements of this Zoning Ordinance cannot be met, or the performance standards for building design cannot be respected. This prohibition shall not be construed to prevent the purchase, dedication, or condemnation of narrow strips of land for public utilities or street or sidewalk right-of-way purposes.

(Ord. 15-002, passed 2-24-15)

#### § 157.187 BUILDING TYPE.

(A) Manufactured housing shall not be used as permanent structures except where permitted in § 157.029(D)-Table of Permitted Uses.

(B) Modular buildings shall not be used as permanent structures unless such are placed on a permanent masonry foundation, have secured a certificate of occupancy, and meet all of the other design standards for buildings in the district in which they are located.

(Ord. 15-002, passed 2-24-15)

#### § 157.188 STANDARDS FOR CONSTRUCTION; DEVELOPER RESPONSIBILITY.

Where standards and responsibility for infrastructure construction, including but not limited to streets, sidewalks, and landscaping, are specified in this Zoning Ordinance the city standards, as set out in the Land Development Regulations for the city, shall control.

(Ord. 15-002, passed 2-24-15)

#### § 157.189 DRIVEWAYS.

(A) No driveway or other point of access to the street shall be constructed, relocated, or altered unless the driveway has been approved by the city.

(B) For development projects composed of multiple buildings and lots, access to the preexisting public street system shall be determined by the location of proposed intersecting streets, topography, and other general site characteristics. No parcel of land which is a functional part of the overall development, even though it may be removed by

the developer from the rest of the project area by subdivision or by metes and bounds description, shall be permitted to have driveway access to the public streets bounding the project area unless so approved by the city as part of the development project.

(Ord. 15-002, passed 2-24-15)

§ 157.190 NEGATIVE ACCESS EASEMENTS PROHIBITED.

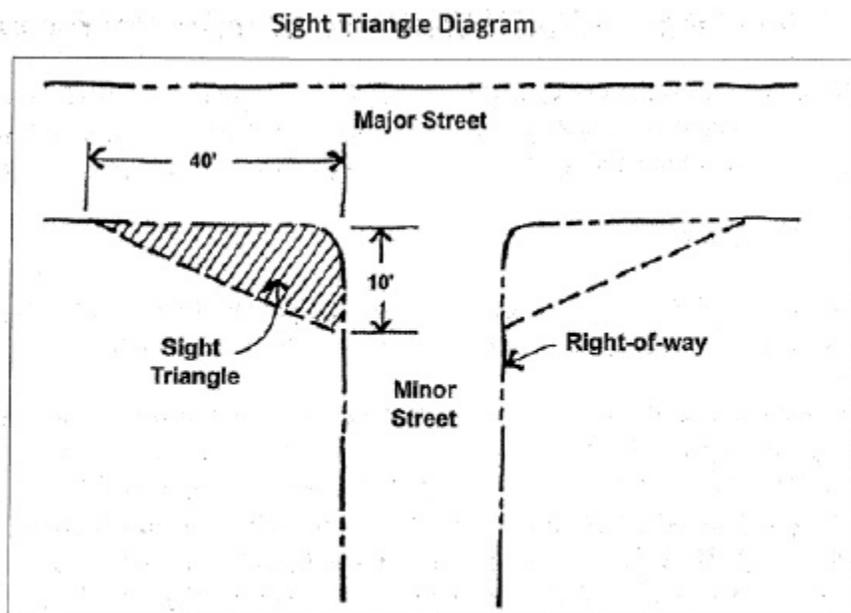
Private negative access easements in which no driveway or other vehicle or pedestrian access is permitted to a lot from an adjacent public street, shall be prohibited, except those easements required by the city to limit driveways on existing public streets.

(Ord. 15-002, passed 2-24-15)

§ 157.191 VISIBILITY AT INTERSECTIONS; SIGHT TRIANGLE.

No planting shall be placed or maintained and no fence, building, wall or other structure shall be constructed in such a manner as to obstruct visibility between a height of two and a half feet and ten feet measured from the upper face of the nearest curb or pavement within any required sight triangle.

(A) Street and railroad intersections. Sight triangles shall be maintained at all street intersections and where streets intersect rail lines. These sight triangles shall be defined as a 10 x 40 foot triangle bounded on two sides by the edge of pavement or curb of the streets or railway and on the third side by a straight line connecting the endpoints of the other two sides.



(B) Driveways. Sight triangles shall be maintained where driveways intersect streets. These sight triangles shall be defined as a 10 x 10 foot triangle bounded on one side by the edge of pavement or curb of the street, one side by the edge of driveway, and on the third side by a straight line connecting the endpoints of the other two sides. In the event that a driveway crosses a sidewalk, then the edge of sidewalk furthest from the street shall be used as a side in place of edge of pavement or curb.

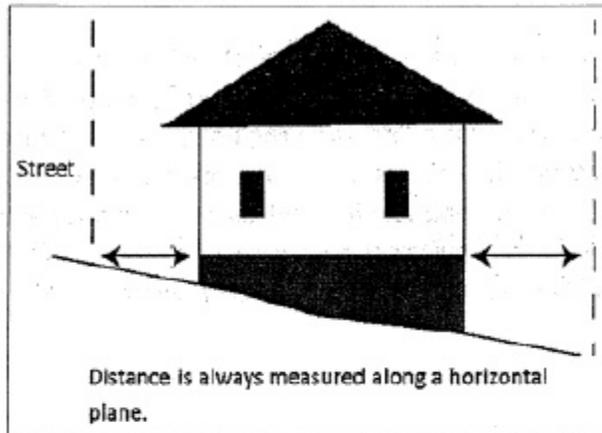
(C) Exceptions. Properties located in the CBD shall not be required to meet the sight distance requirements.

(Ord. 15-002, passed 2-24-15)

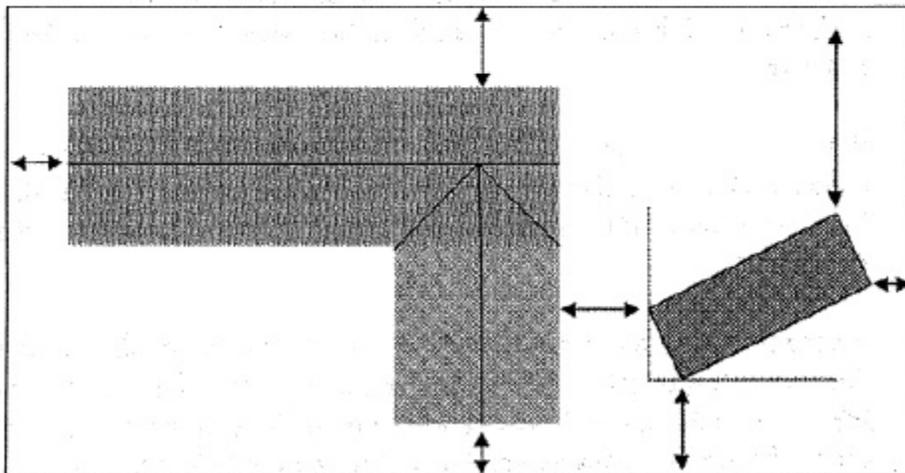
#### § 157.192 MEASUREMENTS.

(A) Distances. When determining distances for setbacks and structure dimensions, all distances are measured along a horizontal plane from the appropriate property line, edge of building, structure, storage area, parking area, or other object, these distances are not measured by following the topography of the land. Measurements are also taken along the shortest distance between two points.

### Measurement along Horizontal Plane



### Measurement - Shortest Distance between Two Points



Measurement is taken from the shortest distance between two points.

#### (B) Measuring sign and structure height.

(1) Measuring building height. Procedures for the measurement of building height are provided in § 157.084 (B).

(2) Measuring height of signs and other structures. The height of other structures such as signs, flag poles and fences is the vertical distance from the ground level immediately under the structure to the top of a structure, excluding exempted portions. When chimneys and other objects are allowed to exceed the base height of the zone by a set amount, that set amount is measured to the top of these objects.

(Ord. 15-002, passed 2-24-15)

§ 157.193 NONCONFORMITIES.

Any parcel of land, use of land, easement, building or structure lawfully existing on the date of any text change in this Zoning Ordinance, the time of annexation into the city's jurisdiction, or on the date of a zoning map change that does not conform to the use or dimensional requirements of the district in which it is located may be continued and maintained in accordance with the provisions of this section and other applicable provisions of this Zoning Ordinance. Nonconformities may continue, but the provisions of this section are designed to curtail substantial investment in nonconformities and to bring about their eventual conformity or elimination.

(A) Nonconforming lots.

(1) Vacant lots. Vacant lots for which plats or deeds have been recorded in the office of the Register of Deeds for Kershaw County, which fail to comply with the minimum area or other dimensional requirements of the districts in which they are located, may be used for any of the uses permitted in the district in which it is located, provided that:

(a) Where the lot area is not more than 20% below the minimum specified in this Zoning Ordinance, and other dimensional requirements are otherwise complied with, the Zoning Administrator is authorized to issue a certificate of zoning compliance.

(b) Where the lot area is more than 20% below the minimum specified in this Zoning Ordinance, or other dimensional requirements cannot be met, the Board of Zoning Appeals may, in its discretion, approve as a variance such dimensions as shall conform as closely as possible to the required dimensions.

(2) Recombination of nonconforming vacant lots. When the owner of a nonconforming vacant lot also owns land adjacent to the nonconforming lot, and the adjacent land or portion thereof can be combined with the nonconforming vacant lot to create a conforming lot or a more conforming lot (without creating other nonconformities), such owner shall, before selling or beginning any construction thereon, so combine the nonconforming lot and the adjacent land to create such lot.

(3) Nonconforming occupied lots. Nonconforming lots occupied by buildings or structures that fail to comply with the dimensional requirements for the district in which they are located may continue to be used, provided the specific nonconformity is not increased.

(B) Nonconforming uses.

(1) Nonconforming uses of land or structures may continue only in accordance with the provisions of this section.

(2) A nonconforming use shall not be expanded. Expansion shall include an intensification of use, a physical expansion that results in increased capacity or activity associated with the use, an extension of the hours of operation or number of days of activity, and any similar change in activity or location.

(3) A nonconforming use shall not be moved from one location on a site to another location on the same site unless the property owner can demonstrate to the satisfaction of the City Planner that the relocation of the use will not increase the impacts of such use on the public, will not adversely affect adjacent properties, and will not have the effect of making the nonconformity more permanent.

(4) A nonconforming use shall not be changed to any other use unless the new use conforms to the standards of the zoning district in which it is located. Once a nonconforming use is changed to a conforming use, a nonconforming use shall not be re-established.

(5) Where a nonconforming use is discontinued or abandoned for a period of 180 days, then the use shall not be re-established or resumed and any subsequent use of the land or structure shall conform to the requirements of these regulations.

(6) No structural changes shall be made in any structure occupied by a nonconforming use except as follows:

(a) Those structural changes ordered by an authorized official in order to insure the safety of the structure shall be permitted.

(b) Maintenance and repairs to keep a structure in sound condition shall be permitted.

(c) Structural changes necessary to convert the nonconforming use to a conforming use shall be permitted.

(d) An existing nonconforming residential structure may be enlarged or altered provided that no additional dwelling units result therefrom. Any such enlargement or alterations shall be in compliance with all yard requirements of the district and/or use.

(e) The structure and its accompanying use may be moved to another location on the lot so long as the structure meets all applicable requirements of the district.

(f) Expansion of a nonconforming use of a building or structure into portions of the structure that, at the time the use became nonconforming, were already erected and arranged or designed for such nonconforming use is permissible.

(C) Nonconforming structures.

(1) A nonconforming structure, devoted to a use permitted in the zoning district in which it is located, may continue only in accordance with the provisions of this section.

(2) Normal repair and maintenance may be performed to allow the continuation of a nonconforming structure.

(3) Any nonconforming structure may be enlarged if the expansion does not increase the nonconformity.

(4) Structural changes necessary to convert the nonconforming use to a conforming use shall be permitted.

(5) A nonconforming structure shall not be moved unless it thereafter conforms to the standards of the zoning district in which it is located.

(6) A nonconforming structure, destroyed or damaged so that more than 40% of the value of such structure remains, may be repaired or restored if:

(a) A building permit for the repair or restoration is issued within six months of the date of the damage and remains valid until the repairs or restoration are complete.

(b) The structure conforms to the standards of the regulations for the zoning district in which it is located; however, if the structure is used for the same purpose as before the destruction, the new structure may be rebuilt using the same materials.

(c) The total amount of space devoted to a nonconforming use is not increased and the degree of nonconformity in the structure is not increased.

(7) If the Zoning Administrator determines the building or structure has been damaged to such an extent that the repair costs will exceed 60% of the fair market value of the damaged building or structure immediately before the damage was incurred, future use of the building and site shall conform to the regulations of the district in which it is located. However, any building or structure listed on the National Register of Historic Places or any building certified as a state historic building may be rebuilt or restored to its original dimensions or the dimensions of the building or structure before such damage occurred, provided such restoration conforms to the Secretary of Interior Standards for Rehabilitation. For the purposes of this section, the extent of damage or destruction shall be determined by comparing the estimated cost of repair or restoration with the current assessed tax value.

(8) A nonconforming structure shall not be replaced with another nonconforming structure regardless of the degree of nonconformity.

(9) Nonconforming signs.

(a) Nonconforming signs, if present anywhere on the site, shall be removed prior to issuance of a change of use permit, issuance of a grading permit, or commencement of new construction on the site.

(b) Nonconforming signs shall be brought into compliance with the requirements of this section whenever one or more of the following occurs:

1. The name of the business is changed;
2. The occupancy classification of the business is changed; or
3. The cost of renovation or repair of the building or sign exceeds 50% of its replacement cost.

(D) Nonconforming feature. A nonconforming feature is a physical characteristic that was lawfully established (or for which a vested right had been established) before the effective date of this subchapter or a subsequent amendment thereto, but does not conform

to the applicable standards set forth in divisions (C) or (E) of this section. Nonconforming features include, but are not limited to physical characteristics of development that exceed allowable maximum standards (e.g. impervious surface and height), and those that lack or fall short of required minimum standards (e.g. sight triangle, off-street parking and loading spaces buffer width and lighting standards). Nonconforming features may be continued subject to the following limitations:

(1) No action shall be taken which increases the degree or extent of the nonconforming feature. Any enlargement, extension, structural alteration, parking changes, and other changes to lot design and access shall conform to all current requirements of this subchapter.

(2) For development existing (or for which a vested right had been established) before the effective date of this Zoning Ordinance, as amended, nonconforming features created by a change in regulations may continue to exist, and structures with such nonconforming features may be reconstructed if demolished or destroyed.

(E) Additional requirement for nonconforming accessory uses and structures. No nonconforming accessory use or accessory structure shall continue after the principal use or structure is terminated by abandonment, discontinuance, damage, or destruction unless such accessory use or accessory structure thereafter is made to conform to the standards for the zoning district in which it is located.

(F) Additional requirements for manufactured home parks.

(1) Nonconforming manufactured home parks may not be expanded or increased in size which shall include adding spaces to the park; and

(2) When a site at a nonconforming manufactured home park is vacated, another manufactured home may not be placed on that site.

(G) Changes of tenancy and/or ownership. There may be a change in tenancy or ownership of an existing nonconforming use or structure provided there is no change in the nature or character of such nonconforming use or structure except as provided herein and all other applicable requirements of this Zoning Ordinance are met (e.g., parking, screening, landscaping, etc.).

(H) Additional requirements for hotels and motels. Notwithstanding any provision of this Zoning Ordinance to the contrary, a nonconforming hotel or motel use, lawfully existing and lawfully operating in all respects under law prior to the effective date of this division, may continue to operate until July 31, 2024, in order to make a reasonable recoupment of its investment in its current location. On or before August 1, 2024, the use will no longer be recognized as a lawful nonconforming use and must conform to the requirements of this Zoning Ordinance.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2022-006, passed 4-12-22)

§ 157.194 LOW IMPACT DESIGN REQUIRED.

In order to balance growth needs with environmental protection, reduce municipal infrastructure and utility maintenance costs (streets, curbs, gutters, sidewalks, storm sewer), reduce storm water management costs, preserve the integrity of ecological and biological systems, protect water quality by reducing sediment, nutrient, and toxic loads to water bodies, and to preserve trees and natural vegetation, low impact design is required for all nonresidential projects and all residential projects containing more than ten dwelling units. All projects shall meet the following criteria.

(A) Post-development discharge rates shall not exceed pre-development discharge rates from any development site. Engineering detail and documentation including a stormwater plan for the site shall be required at the time of application as specified in § 157.211(D)-Permits, which provides evidence that this requirement has been met.

(B) Site design shall minimize impervious surface and alteration of natural vegetation and topography.

(1) Clearing and re-grading on a development site shall be minimized.

(2) Clearing shall be done in phases to minimize the amount of bare ground at any one time.

(3) New streets, whether dedicated to the public or private internal drives serving multiple tenants on a single parcel, shall be designed in such a way as to minimize the total amount of impervious surface.

(4) Curb and guttering that directs the first inch of rainfall to an offsite stormwater conveyance shall be prohibited unless such conveyance is designed to discharge to an adjacent bioretention island or detention pond that has been approved by the city.

(5) Shared parking shall be used whenever possible.

(6) Open space areas set aside in residential cluster developments may be used for onsite treatment of stormwater.

(C) Landscape design shall integrate natural features into the footprint of each parcel under development and ensure that water resources are protected.

(1) Riparian buffer required. A minimum of 50 foot undisturbed vegetated buffer is required along all perennial streams and around all other water bodies as follows.

(a) Exceptions. Ephemeral streams, ditches, and manmade ponds and lakes located outside of natural drainage ways shall not be subject to the provisions of this division.

(b) Measurement. The buffer shall be measured landward from the top of bank of streams and the mean high water line of all other water bodies.

(c) Permitted uses. The following uses shall be permitted by right in all riparian buffers.

1. Natural or pervious footpaths no more than four feet in width providing a homeowner direct access to the stream or water body.

2. Passive recreational and educational uses that require limited areas of disturbance and minimal impervious surfaces including non-motorized recreational and greenway trails constructed of natural or pervious surfaces located no closer than 25 feet from the stream or water body within existing or planned public or private easements, approved as part of a site specific development plan.

3. Buffer planting that does not require grubbing or grading of more than 100 square feet or the removal of natural cover for more than 48 hours.

4. Streambank stabilization including live staking and other natural planting techniques to control erosion.

5. Maintenance of plant materials as needed, including pruning, trimming and removal of dead or dying plant materials, per applicable requirements as provided in § 157.137-Landscaping Standards and § 157.141-Tree Conservation.

(d) Prohibited uses. Any use not expressly permitted by division (C)(1)(c) of this section shall be prohibited.

(e) Protection during development and construction. Existing vegetation in riparian buffers shall be protected during all development and construction activities per the requirements of § 157.137(C)-Existing Vegetation and § 157.141-Tree Conservation.

(2) No stormwater shall be directly discharged into a jurisdictional wetland without onsite pretreatment.

(D) To the maximum extent practicable, natural and vegetated stormwater management systems such as swales, rain gardens, constructed wetlands, and bioretention cells shall be used to manage stormwater and comply with federal and local stormwater regulations.

(1) Low impact development design guidelines created by and available through SCDHEC shall serve as the minimum design standards for the city.

(2) Roof top runoff shall be directed to rain gardens, bioretention areas, or cisterns, or may be allowed to sheet flow to any acceptable onsite stormwater treatment area.

(3) Onsite curb and guttering shall be designed to direct stormwater to acceptable onsite treatment areas and shall not allow stormwater to sheet flow off of the site.

(E) The type and design of low impact techniques proposed and built shall be approved by the City Planner and meet the intent and standards of the South Carolina Department of Health and Environmental Control best management practices as detailed in the latest edition of the Best Management Practices Handbook.

(Ord. 15-002, passed 2-24-15)

§ 157.195 RESIDENTIAL CLUSTERING PERMITTED.

To encourage open space and conservation areas, cluster subdivisions are permitted in all zoning districts permitting single-family residential uses in accordance with the following zoning criteria:

(A) Residential subdivisions are permitted to cluster lots and to reduce lot sizes in order to compensate for the minimum open space requirements established herein; however, density shall not be permitted to increase for the development site as a whole.

(B) For lots along the exterior boundary of a cluster subdivision, setbacks for yards adjacent to such exterior boundaries shall be not less than two times the setbacks required for the district in which the subdivision is proposed to be located.

(C) Permanent open space conserved as part of the cluster subdivision shall be designed to serve one of the stated purposes for cluster subdivisions or shall be so arranged as to mitigate the impacts of clustering on adjoining properties and shall meet all requirements for open space as stated in § 157.140.

(D) The minimum lot size and interior lot setbacks may not be reduced to less than 50% of the minimum lot size and setbacks for the district in which the cluster subdivision is located.

(Ord. 15-002, passed 2-24-15)

#### § 157.196 AFFORDABLE HOUSING.

(A) Purpose. The purposes of providing incentives for the inclusion of affordable housing in new or substantially enlarged residential developments are:

(1) To provide affordable housing as a portion of certain new development within the community;

(2) To implement the affordable housing goals, policies, and objectives contained in the City of Camden's Comprehensive Plan;

(3) To ensure the opportunity of affordable housing for employees of businesses that are located in or will be located in the community; and

(4) To maintain a balanced community that provides housing for people of all income levels.

(B) Density incentives. The following incentives may be applied for and pursued by the developer of a multi-family housing development that includes more than ten housing units.

(1) One additional fair market value dwelling unit may be added for every one affordable dwelling unit included in a housing development.

(2) In no case shall the overall development density, including dwelling units added through density incentives, exceed a factor of 1.25 of the by-right development density as determined by the zoning district in which the development is located.

(C) Compliance. An affordable housing development shall comply with the following criteria:

(1) Affordable housing units in an affordable housing development shall be mixed with, and not clustered together or segregated in any way from, market-rate units.

(2) If the affordable housing development agreement contains a phasing plan, the phasing plan shall provide for the proportional development of affordable housing units concurrently with the market-rate units. No phasing plan shall provide that the affordable housing units built are the last units in an affordable housing development.

(3) The exterior appearance of affordable housing units in an affordable housing development shall be made similar to market-rate units by the provision of exterior building materials and finishes substantially the same in type and quality.

(D) Affordable housing development agreement.

(1) Prior to the issuance of a building permit for any units in an affordable housing development or any development in which an affordable housing incentive is requested, the applicant shall have entered into an affordable housing development agreement with the city. The development agreement shall set forth the commitments and obligations of the city and the applicant.

(2) The applicant shall execute any and all documents deemed necessary by the city in a form to be established by the City Attorney, including, without limitation, restrictive covenants, deed restrictions, and related instruments (including requirements for income qualification for tenants of for-rent units) to ensure the continued affordability of the affordable housing units in accordance with the provision of these incentives. These shall include, but are not limited to the following assurances:

(a) The affordable housing units shall be leased to and occupied by eligible households.

(b) The affordable housing units shall be leased at rent levels affordable to eligible households for a period of 30 years from the date of the initial certificate of occupancy.

(c) Subleasing of affordable housing units shall not be permitted without the express written consent of the City Planner.

(Ord. 15-002, passed 2-24-15)

## § 157.197 MURALS.

(A) Purpose. The purpose of this section shall be to provide for the regulation of the location and installation of murals within the limits of the city.

(B) General provisions. No person shall install, construct, paint or modify any mural without prior approval of City Council. City Council shall have the sole authority to approve a mural pursuant to the procedure set forth herein.

(C) Specifications.

(1) Murals may only be approved in the CBD and GBD zoning districts.

(2) The owner of record of the building on which a proposed mural is to be placed shall, in writing, consent to the placement of the mural on the property, agree to maintain the mural and consent to restore the wall or facade upon which the mural is placed to its prior existing condition if the mural is not properly maintained.

(3) Upon removal or failure to maintain a mural, the owner shall paint the entire surface with quality exterior paint guaranteed by the manufacturer to last a period of at least ten years.

(4) Neither the subject nor location of a mural shall constitute a significant traffic hazard, endanger public health or safety, or be detrimental to the use and enjoyment of other property in the immediate vicinity of the proposed mural.

(5) Artificial lighting shall not be used to illuminate a mural.

(D) Mural application and review.

(1) No person shall install, construct, paint or modify a mural without first submitting an application and obtaining approval of City Council.

(2) An application for a mural shall contain the following minimum information:

(a) Five copies of a color sketch of the proposed mural drawn to scale.

(b) Five copies of a sketch drawn to scale of the proposed building to be covered by the mural.

(c) A written description of the type of paint to be used and expected life span and maintenance plan for the mural.

(3) Application submittal and review.

(a) Applications shall be submitted to the Zoning Administrator with an application fee in the amount of \$150. The Zoning Administrator will review the application for completeness only. Incomplete applications will be returned to the applicant with comments indicating deficiencies.

(b) Upon receipt of a completed application, City Council shall hold a public hearing on the proposed mural prior to voting to approve or deny the application. Notice of the time and place of the hearing shall be published in a newspaper of general circulation in the area at least 15 days prior to the public hearing.

(c) Within 30 days following the public hearing, City Council shall vote to approve or deny the application, failing in which the application shall be deemed to be approved.

(d) Regular maintenance of a mural shall not require an application fee or public hearing.

(4) Appeal. Any person having a substantial interest in the decision of the City Council may appeal from a decision of Council to the Circuit Court in and for the county by filing with the Clerk of Court a petition in writing setting forth plainly, fully and distinctly why the decision is contrary to law. The appeal must be filed within 30 days of the decision of City Council.

(Ord. 15-002, passed 2-24-15)

## ADMINISTRATION AND ENFORCEMENT

### § 157.211 ADMINISTRATION.

(A) The staff.

(1) The City Planner. The City Planner shall have the following powers and duties to be carried out in accordance with these ordinances which include, but are not limited to:

(a) To serve as staff to the Planning Commission and the Board of Zoning Appeals with regard to their functions under these ordinances, and to inform such bodies of all facts and information at their disposal with respect to applications for amendments to the text of these ordinances, amendments to the zoning maps, appeals, variances, permit requests, and any other matters brought before them under this Zoning Ordinance.

(b) To maintain the text of these ordinances and the zoning maps.

(c) To maintain development review files and other public records related to the administration and enforcement of these ordinances.

(d) To review applications for zoning permits filed under these ordinances.

(e) To recommend and comment on proposed amendments to these ordinances and to the zoning maps.

(f) To establish such rules of procedure and permit application forms as are necessary and proper for the administration of their responsibilities under these ordinances.

(g) To determine street classifications.

(2) The Zoning Administrator. The Zoning Administrator shall issue permits required hereunder and enforce the provisions of the Zoning Ordinance as set out herein except for enforcement duties specifically assigned to the City Planner. If the Zoning Administrator

finds that any of the provisions of this Zoning Ordinance have been or are being violated, he shall notify, in writing, the person responsible for such violations, indicating the nature of the violation and order that necessary actions be taken to correct the violation. He shall order discontinuances of illegal uses of land, buildings, or structures, removal of illegal buildings or structures, or of illegal additions, alterations or structural changes, discontinuance of any illegal work being done and shall take any other action authorized by this Zoning Ordinance to insure compliance therewith.

(3) The Urban Forester. The Urban Forester shall review permit applications, recommending and approving landscaping and tree conservation plans, and otherwise assisting with the administration and enforcement of this Zoning Ordinance as may be specified herein or directed by the City Manager.

(4) The City Manager. The City Manager shall appoint the City Planner, the Zoning Administrator, and the Urban Forester and shall have the authority to exercise any and all duties and authorities assigned to such.

(B) The boards.

(1) The Planning Commission. The Planning Commission ("Commission") shall have certain duties related to this Zoning Ordinance including, but not necessarily limited to, the following:

(a) To review and from time to time initiate changes to this Zoning Ordinance.

(b) To review and make recommendations on applications for changes to this Zoning Ordinance or the zoning maps.

(2) The Board of Zoning Appeals.

(a) Establishment. A Board of Zoning Appeals ("Board") is hereby established for the city. Said Board shall consist of five members, who shall be citizens of Camden and appointed by City Council for overlapping terms of four years. Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment and any member may be removed by the Council for cause, after a public hearing. Members shall serve without pay, but may be reimbursed for any expenses incurred while representing the Board.

(b) Powers and duties. The Board shall have the following powers and duties:

1. To hear and decide appeals according to the procedures of this section, where it is alleged there is an error in any order, decision, determination, or interpretation made by the Zoning Administrator or other administrative official in the administration and enforcement of this Zoning Ordinance.

2. To grant variances from the terms of this Zoning Ordinance according to the standards and procedures prescribed herein.

(c) Meetings. Meetings of the Board shall be held at the request of the chair at such times and place as the chair may determine and shall be open to the public. The Board shall

keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, an indication of such fact. Final disposition of permits, appeals or variances shall be recorded in the minutes, indicating the reasons of the Board therefore, all of which shall become a part of the public record.

(d) Quorum. A quorum shall be required to take any official action, with three members present (either physically or by telephonic or other electronic means) constituting a quorum.

(e) Elections and appointments. The Board shall elect a chairperson and a vice-chairperson from its members, who shall serve for one year, or until reelected. The City Manager shall appoint a secretary to the Board from among city staff.

(f) Rules of procedure. The Board shall adopt rules and bylaws in accordance with S.C. Code § 6-29-790.

(g) Hearings. The Board shall fix a reasonable time for hearing matters referred to it. Public notice of Board hearings required under these ordinances shall be in accordance with the South Carolina Code of Laws. A sign shall be posted on or adjacent to the property affected, with at least one such sign being visible from each public thoroughfare that abuts the property. All forms of notice shall occur at least 15 days prior to the announced hearing, and each shall indicate the nature of the proposed change, identification of the affected property, and time, date and place of the hearing.

(h) Decisions of the Board of Zoning Appeals.

1. In exercising the above powers, the concurring vote of the majority of the members present and voting shall be required to reverse or affirm, wholly or in part, or modify any order, requirement, decision, or determination of the Zoning Administrator or other administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this Zoning Ordinance, and to that end, shall have the powers of the officer from whom the appeal is taken and may direct the issuance of a permit. The Board, in its execution of the duties provided for herein, may subpoena witnesses and, in case of contempt may certify such fact to the circuit court having jurisdiction.

2. All final decisions and orders of the Board must be in writing and be permanently filed in the office of the Board as public record. All findings of fact and conclusions of law must be separately stated in final decisions or orders of the Board which must be delivered to parties of interest by certified mail.

(i) Re-hearings and appeals from a decision of the Board of Zoning Appeals.

1. Rehearing. An application for a rehearing shall be made in the same manner as provided for in original appeal within a period of 30 days after the Board's decision has been filed with the City Planner. In addition, specific information to enable the Board to determine whether or not there has been a substantial change in facts, evidence, or conditions of the case, shall be presented in writing or graphically. A rehearing shall be denied by the Board, if, in its judgment, such change in facts, evidence or conditions have

not been proven. In the event that the Board finds that a rehearing is warranted, it shall thereupon proceed in the same manner as for the original hearing.

2. Waiting period required. Upon the denial of an original application or adverse ruling on appeal, or upon the denial of an application for which a rehearing has been conducted, whichever is applicable, a similar application may not be filed for a period of one year after the date of denial of the original application.

3. Appeals. A person who may have a substantial interest in any decision of the Board or an officer or agent of the city may appeal from a decision of the Board to the circuit court in and for Kershaw County by filing with the clerk of court a petition in writing setting forth plainly, fully and distinctly why the decision is contrary to law. The appeal must be filed within 30 days after the decision of the Board is mailed. Alternatively, a property owner whose land is the subject of a decision of the Board may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with S.C. Code § 6-29-825.

(C) The City Council. The City Council ("Council") shall have the following duties related to this Zoning Ordinance:

(1) To review and from time to time initiate changes to this Zoning Ordinance.

(2) To decide upon any application or request for amendment to this Zoning Ordinance or the zoning maps.

(3) To take any other action not otherwise delegated to staff, the Planning Commission or Board of Zoning Appeals as the City Council may deem desirable and necessary to implement the provisions of this Zoning Ordinance.

(D) Permits.

(1) Permit required. No building or land shall hereafter be used or occupied, no building, sign or structure shall be erected, expanded or moved, until a zoning permit as required by this Zoning Ordinance has been issued. Per § 157.141 (D)(1), a permit shall not be required to remove significant trees on a single family residential lot. The form and content of such permit, when not expressly set out in this Zoning Ordinance, shall be determined by the City Planner and may include any information required for the applicant to demonstrate intent to comply with the zoning ordinances. Zoning permit forms shall be available at the office of the Zoning Administrator.

(2) Permit type. Permits shall be required for any use unless specifically exempted by this Zoning Ordinance, conditional uses, and removal of significant trees on any lot except single- family residential lots.

(3) Expiration of permit. Any permit issued by the Zoning Administrator or other administrative official under the provisions of the Zoning Ordinance shall become null and void after a period of six months from the date of issuance of the permit unless a valid building permit has been issued related to the work authorized by the permit or, if a building permit is not required, substantial work has begun. Once a zoning permit has

expired, construction work on the property in question must immediately cease and may not commence until a new zoning permit has been issued.

(4) Condition of approval. Zoning permits issued on the basis of site plans, architectural renderings, landscaping plans, and other information submitted as part of the zoning permit application process authorize only the use, arrangement, construction, and change set forth in such approved plans and applications. Uses, arrangements, construction, or changes that differ from those authorized by any such permit shall be deemed a violation of this Zoning Ordinance.

(5) Right of appeal. If a request for a zoning permit from the Zoning Administrator or other administrative official is disapproved or if a ruling of the Zoning Administrator or other administrative official is questioned, the aggrieved party may appeal such ruling to the Board in accordance with division (F) of this section.

(6) Permits for uses by right and uses with conditions. A permit for a use by right and a conditional use shall be obtained from the Zoning Administrator or other administrative official. Applications for a permit shall be made on a form provided by the Zoning Administrator or other administrative official.

(7) Application requirements for a grading (land disturbing) permit. Requirements for a grading permit are contained in the South Carolina Stormwater Management and Sediment Reduction Ordinances hereby adopted by reference.

(8) Site plan required. Site plans shall be required as part of the permit application process for any of the following:

(a) New structures.

(b) Expansions to existing structures.

(c) Any new use not contained within an existing building except:

1. Agricultural uses which do not involve the construction of buildings, containment pens for livestock, swine, or poultry, or the construction of sediment or animal waste lagoons;

2. Temporary or seasonal uses unless the Zoning Administrator cannot otherwise determine compliance with parking or screening requirements.

(d) Any change in impervious surface area on lots located within a Watershed Overlay District.

(e) Any significant change in required landscaping or buffer areas.

(9) Site plan requirements. A site plan shall consist of the following elements, except that the Zoning Administrator has the authority to waive any application requirement where the proposed type or scale of use makes that information unnecessary or impractical.

(a) Graphic materials required for plans. Site plans shall be drawn to scale on a map of the property. A scale shall be used which insures that all features are legible. All site plans shall include the following detail:

1. A location map that shows the project in relation to the larger planning area.
2. Proposed title of the project.
3. The name of the applicant.
4. Name of the project designer and developer.
5. The name of the development.
6. A north arrow.
7. A legend.
8. A scale, including a bar scale.

(b) Conditions on the site. Site plans shall show existing and proposed features of the site including proposed changes to existing features. Such features shall include, but shall not be limited to, the following:

1. Natural, historic, and open space features.
2. Existing vegetation (wood, pastureland, etc.).
3. Streams, ponds or rivers.
4. Historic sites.
5. Fragile environmental areas.
6. The location of significant trees, as required, including the DBH, genus (e.g. oak, elm, maple, etc.) location, proposed tree protection zone, and a note for each significant tree to be removed stating the reason for removal. See § 157.141-Tree Conservation for acceptable reasons for tree removal.
7. The location and general landscape and vegetative composition of natural areas that are intended to be incorporated in required buffers or landscaped areas.
8. Contour lines shown as dotted lines at no more than five foot intervals (this may be modified by the Zoning Administrator depending upon topography).

(c) Legal and man-made features. Site plans shall show legal and man-made features of the site. Such features shall include, but shall not be limited to, the following:

1. Existing and proposed property lines, public and private easements including utility easements (e.g. water, sewer, electric, power, stormwater, and telephone).
2. The zoning of the property and adjacent properties, including zoning district lines. (Note: some uses may require identification of zoning district designations as much

as 1,000 feet from the proposed development site. Please consult §§ 157.038 through 157.062-Conditional Uses regarding the proposed use, or contact the Zoning Administrator for more information.)

3. Project phase lines.
4. Lot dimensions.
5. Existing and proposed street rights-of-way and existing streets clearly marked or noted as public or private. This shall include alleys and planned points of ingress and egress.
6. Parking and loading areas clearly indicating the dimensions of parking spaces, aisles, maneuvering areas/stacking spaces and driveways.
7. Stormwater structures and conveyances, including all engineered stormwater control structures and proposed connections to or extensions of public systems.
8. Existing and proposed utilities and utility rights-of-way, including water, sewer, electric, power, telephone and street lighting.
9. The location and dimensions of all structures, including freestanding signs.
10. A lighting plan with sufficient detail to determine compliance with the lighting standards of this Zoning Ordinance.
11. All sidewalks, trails, and pedestrian paths.
12. The location, dimensions, and composition (plants, ground covers, materials, etc.) of all landscaping, berms, fences, walls, screening, and buffering.
13. The general location and number of dwelling units for multi-family projects.
14. A tabulation of the number of acres in the project by use, and existing and proposed impervious surface ratios for nonresidential uses.
15. The location, size, and dimensions of all recreational areas and areas intended to remain as permanent open space, clearly indicating whether such open space areas are intended to be offered for dedication to the public.
16. The location, size and dimensions of all open space to be held by the public or in common ownership including the percentage of the total site that is set aside as such and a description of its purpose and use.

(10) Design and landscaping information required. Whenever a proposed project would be subject to one or more of the design standards, landscaping, lighting, environmental, or fencing/wall requirements of this Zoning Ordinance, architectural renderings sealed by an architect and/or site or feature plans (e.g., landscaping, lighting, etc.) sealed by a qualified professional shall be required as part of a complete application, except that the Zoning Administrator or review board (the board with authority to review the request) may exempt minor modifications that do not require such renderings or plans

to demonstrate an intent to comply with the ordinances. Whenever required, such plans shall be prepared in sufficient detail at a sufficient scale to determine compliance with relevant sections of this Zoning Ordinance. In addition, any such development shall, prior to the release of the certificate of occupancy, submit as-built drawings sealed by a qualified professional that demonstrate with reasonable accuracy that what was constructed and any and all site modifications including tree removal conform to the permit and the requirements of this Zoning Ordinance. The Zoning Administrator or other administrative official at his discretion may accept sealed statements from qualified professionals as demonstration of compliance for any item.

(11) Sign detail required. Whenever a new sign or change in existing sign would require the issuance of a permit, detailed designs showing all relevant information required to determine compliance with the sign ordinances shall be required as part of a complete application and shall include, but not limited to the following:

(a) Common signage plan, where applicable, in accordance with the requirements of § 157.077.

(b) Identification of ownership and/or leaseholder of property on which the sign is to be erected, including street address.

(c) Name and address of the owner of the sign.

(d) Site plan sketch with dimensions (legible, understandable non-professionally drafted plan is acceptable) showing the location of the sign with respect to the property and right-of-way lines, building and setback lines, and buildings, parking areas, existing free-standing signs, and buffer areas.

(e) Correct size, shape, configuration, face area, height, nature, number and type of sign to be erected, including the size of letters, graphics, clearances, connection, and support methods.

(f) The value of the sign and sign structure.

(g) Colors of awning.

(h) Colors of sign background (§ 157.105(G)).

(i) The Zoning Administrator may waive any of the informational requirements listed above deemed unnecessary to process an application.

(j) For freestanding signs exceeding 40 square feet in area, the applicant shall include a drawing by a registered South Carolina engineer or architect and a written certification from a registered South Carolina engineer or architect that the sign is structurally sound and safe, does not constitute a hazard to persons or property on the premises, on adjacent property, or in the vicinity of its location, that the sign is in compliance with all building or other construction codes and the requirements of this Zoning Ordinance.

(12) Other requirements. In addition to information required in this division, other information or documents deemed relevant by the Zoning Administrator or review board

shall be required, including but not limited to evidence of approval of sedimentation and erosion control plans, prior to issuance of a zoning permit.

(E) Inspections for compliance. The Zoning Administrator or other appropriate administrative official or authorized representative thereof may make or require inspections of any land disturbing activity, construction or any maintenance required by this Zoning Ordinance to ascertain whether such activity is in compliance with the provisions of this Zoning Ordinance as well as with approved permit applications, plats and/or plans.

(F) Appeals.

(1) The Board shall hear and decide appeals from any order, requirement, decision, or determination made by the Zoning Administrator or other administrative official pertaining to this Zoning Ordinance. An appeal may be taken by any person aggrieved by such order, requirement, decision or determination.

(2) An appeal to the Board shall be made within 30 days of the effective date of the order, requirement, decision, or determination made by the Zoning Administrator or other administrative official.

(3) An appeal stays all legal proceedings in furtherance of the action appealed from, unless the Zoning Administrator or other administrative official from whom the appeal is taken certifies to the Board, after the notice of appeal shall have been filed with him/her, that by reason of facts stated in the certificate a stay would, in his/her opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed except by a restraining order which may be granted by the Board or by a court of record on application, on notice to the City Planner and on due cause shown.

(4) A notice of appeal, specifying the grounds thereof, shall be filed with the Zoning Administrator on a form to be provided by the Zoning Administrator or other administrative official. Once an appeal is filed, the Zoning Administrator shall immediately transmit all papers with reference to the case to the City Planner and the Board.

(5) The Board of Zoning Appeals shall fix a reasonable time for the hearing of an appeal and shall give due notice of the hearing to any parties in interest and at least 15 days' public notice of the hearing of such appeal in a newspaper of general circulation in the area.

(6) The Board may reverse or affirm, in whole or in part, or may modify the order, requirement, decision, or determination with reference to the appeal.

(G) Variances.

(1) When unnecessary hardships would result from carrying out the strict letter of this Zoning Ordinance, the Board shall have the power to vary or modify any of the ordinances or provisions of this Zoning Ordinance relating to the use, construction or alteration of buildings or structures or the use of the land so that the spirit of the Zoning Ordinance shall be observed, public safety and welfare secured, and substantial justice done.

(a) Anyone requesting a variance shall file such with the City Planner on a form provided by the City Planner. After filing, the request shall be heard at the next available Board meeting. Posting and notification requirements for Board hearings are provided in division (B)(2)(g) of this section.

(b) The Board, in considering an application for a variance, shall give due consideration to the following:

1. No nonconforming use of land or structures in the same district, and no permitted use of land or structures in other districts shall be considered grounds for the granting of a variance.

2. The request for a variance to establish a use not otherwise permitted within the zoning district where the property in question is located shall not be granted.

3. The fact that property may be used more profitably will not be considered in granting a variance.

4. No variance shall be granted that would extend physically a nonconforming use of land, or that would change the zoning district boundaries shown on the official zoning map.

(c) The Board, before granting a variance, shall make and explain all of the following required findings in writing:

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property;

2. These conditions do not generally apply to other property in the vicinity;

3. Because of these conditions, the application of the Zoning Ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and

4. The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.

(d) The Board, in granting a variance, may prescribe appropriate conditions and safeguards in conformity with this Zoning Ordinance. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of this Zoning Ordinance.

#### (H) Amendments.

(1) Authority. This Zoning Ordinance, including the official zoning map, may be amended from time to time by the City Council as herein specified, but no amendment shall become effective unless it shall have first been submitted to the Commission for review and recommendation.

(2) Initiation. Any amendment to the zoning text or map, except for the classification of property to a conditional district may be initiated by:

(a) The City Council or the Planning Commission.

(b) A property owner(s) when requesting an amendment regarding his own property, upon filing an official petition including a complete application.

(c) An authorized representative of the property owner(s).

(3) Application for a text amendment. A petition for amendment to the text of this Zoning Ordinance shall consist of:

(a) A completed application form. Application forms for amendments shall be obtained from the office of the City Planner.

(b) A written justification for the requested amendment including consistency of the proposal with city planning policies.

(c) All required fees.

(d) Any other information deemed necessary by the City Planner.

(4) Application for a map amendment. A petition for amendment to the zoning map shall consist of:

(a) A completed application form. Application forms for amendments shall be obtained from the office of the City Planner.

(b) A list of adjoining properties including tax parcel numbers and the name and address of each owner. For the purposes of this section, adjoining properties shall include those properties where any portion of which lies within 100 feet of any boundary of the subject property if located across any public or private street.

(c) A map of the parcel and its relationship to the general area in which it is located.

(d) All required fees.

(e) Any other information deemed necessary by the City Planner or review board.

(5) Copies; transmission to boards. The City Planner shall determine the number of copies of each petition and other required documentation to be submitted by the petitioner so that copies may be circulated to all appropriate staff, agencies, and boards for review and comment. All papers and other data submitted by the applicant regarding the amendment request shall be transmitted by the City Planner to the Commission.

(6) Withdrawal or amendment of petition.

(a) A petition filed according to this section may be withdrawn by the petitioner at any time up to the scheduling, by the Planning Commission, of the date of the public hearing on the petition.

(b) If the petitioner wishes to withdraw the petition after the scheduling of the public hearing, the petitioner may file a request to withdraw with the City Planner. On the date scheduled for the hearing, the Planning Commission may approve the request for

withdrawal if it finds that there are substantial circumstances favoring the withdrawal and that the withdrawal will not be detrimental to the interests of citizens affected by the petition.

(c) No changes to the petition shall be made at the hearing, although potential changes proposed by the petitioner, Planning Commission, and other interested parties may be presented at the hearing and considered by the Planning Commission during their deliberations.

(d) If the City Council deems any amendment to be a substantial change to the petition, it shall defer action on the petition for 30 days to allow interested parties the opportunity to comment on the amendment to the petition.

(e) If the City Council deems any amendment to be an intensification of the petition, it shall call a new public hearing.

(7) Hearing.

(a) The Commission shall conduct the public hearing for each proposed amendment. All meetings of the Planning Commission shall be open to the public. At a meeting, any party may appear in person or by agent, or by attorney.

(b) In cases involving rezoning, or other changes to the Official Zoning Map, conspicuous notice shall be posted on or adjacent to the property affected, with at least one such notice being visible from each public thoroughfare that abuts the property. Such notice shall be posted at least 15 days prior to the date scheduled for the public hearing on the matter and shall indicate the nature of the proposed change, identify the affected property, and the time, date and place of the hearing. Notice of a proposed rezoning shall be mailed to the owners of adjacent property and shall also be published in a newspaper with general circulation in Camden at least 15 days prior to the hearing.

(c) Notice of any request for a change in the zoning map shall state that the Commission and City Council may consider the application of any of the zoning districts to the property, not just the classification requested.

(d) No member of the Commission shall participate in any way in decisions regarding matters where the member, a family member of the member, an individual with whom the member is associated, or a business with which the member is associated has an economic interest.

(8) Conduct of public hearing.

(a) No amendment shall be adopted until after the Commission has held a public hearing on the proposed amendment and final action has been taken by the City Council.

(b) The hearing shall be conducted by the Commission in accordance with rules and procedures established by the Commission.

(c) When presenting a petition for the reclassification of property to a general-use district, as opposed to a conditional zoning district, the petitioner shall refrain from using

any graphic materials or descriptions of the proposed use or development site design, except for those which would apply to any use or development site design permitted in the requested district.

(d) In the event that the owner of property that is the subject of the amendment will be allowed to present oral or written comments to the Planning Commission, the City Planner shall provide notice no later than ten days prior to the scheduled date of the public hearing to any other interested members of the public, including adjoining property members, that they may provide comments in the same manner.

(9) Report, recommendation and decision.

(a) No proposed amendment shall be approved unless it is first submitted to the Commission for a recommendation. The Commission shall make a recommendation to the Council to approve, approve with conditions, deny, or defer a decision on the proposed amendment within 30 calendar days after the submission of a completed petition meeting all the requirements provided for in this section. In the event that the Commission does not make such a recommendation to the Council within 30 days of the submission of a petition, the Commission shall be considered to have recommended approval of the proposed amendment.

(b) Following review of the proposed amendment and the advertised public hearing, the Commission shall reach a decision regarding said amendment and report its findings and recommendation to Council for the required final action per division (J)(9)(c) of this section. The report and recommendation of the Commission shall be placed on the agenda of the Council at its next regular meeting.

(c) The Council, after receiving the report and recommendation of the Commission, shall within a reasonable time either reject the proposed amendment or approve the proposed amendment, with or without modifications, or defer action until it has time to consider any new evidence. If no action is taken by City Council within a reasonable time, then the proposed amendment shall be considered denied, unless otherwise specified by City Council. Following final action by Council, any necessary changes shall be made to the official zoning map and/or text of the Zoning Ordinance. A written record of the type and date of such change shall be maintained by the City Planner.

(d) In considering any petition to reclassify property the Planning Commission in its recommendation and the Council in its decision shall consider all of the following:

1. Whether the proposed reclassification is consistent with the purposes, goals, objectives, and policies of adopted plans for the area.
2. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.
3. The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, stormwater drainage systems, water supplies, and wastewater and refuse disposal.

4. Whether the proposed reclassification will adversely affect a known archaeological, environmental, historical, or cultural resource.

(e) When considering a petition to rezone property, the Planning Commission and the Council shall not evaluate the petition based on any specific proposal for the use of the property or design of the site.

(f) In approving an amendment to rezone property the Council may change the existing classification of the property, or any part of the property covered by the petition, to the classification requested or to any other classification or classifications permitted by this Zoning Ordinance.

(g) The Council may modify any proposed text amendment upon adoption of an ordinance enacting the amendment, without the withdrawal or modification of the petition or further public hearings, when, in the opinion of the Council, such a change is not material so as to require a separate public hearing.

(10) Effect of the denial of a petition.

(a) A petition for the reclassification of property that has been denied in whole or in part shall not be re-submitted within one year of the date of the Council's action on the original petition.

(b) The Council may, however, allow re-submission of a petition within the one-year restricted period if it determines that, since the date of action on the prior petition, one of the following criteria has been met:

1. There has been a similar change in the zoning district classification of an adjacent property.

2. The Council has adopted a new or amended plan for the area that changes public policy regarding how the property affected by the amendment should be developed.

3. Construction or expansion of a road, water line, sewer line, or other infrastructure has occurred or is to occur in such a time frame as to serve the property and comfortably accommodate the intensity of development allowed under the proposed classification.

4. There has been a substantial change in conditions or circumstances, outside the control of the petitioner, which justifies waiver of the one-year restriction on a new petition. This shall not include a change in the ownership of the subject property nor, in the case of a petition for reclassification to a conditional or overlay district, a change in the scale or features of the development proposed in the prior petition.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2017-013, passed 10-10-17; Am. Ord. 2022-004, passed 3-22-22)

§ 157.212 ENFORCEMENT.

(A) Complaints. Whenever a violation of this Zoning Ordinance occurs, or is alleged to have occurred, the Zoning Administrator or other administrative official shall record and investigate such complaint, and take such action as provided by this Zoning Ordinance. Complaints may be filed in writing or verbally, stating fully the cause and basis thereof.

(B) Penalties generally. Where any building, structure or sign is or is proposed to be erected, constructed, reconstructed, altered, converted or maintained, or any building, structure, sign or land, or is proposed to be used in violation of this Zoning Ordinance, the Zoning Administrator may in accordance with the provisions of S.C. Code § 56-7-80, as amended, issue an ordinance summons, or institute an injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, conversion, maintenance, or use; or to correct or abate the violation or to prevent the occupancy of the building, structure or land. Each day such unlawful erection, construction, reconstruction, alteration, conversion, maintenance or use continues shall be deemed a separate offense.

(C) Specific remedies. Specific remedies for the violation of any provision of this Zoning Ordinance include the following:

(1) Permit revocation. The Zoning Administrator or other administrative official may revoke any zoning permit issued by staff after written notification to the permit holder when violations of this Zoning Ordinance have occurred, when false statements or misrepresentations were made in securing the permit, work is being or has been done in substantial departure from the approved application or plan, or a permit has been mistakenly issued in violation of this Zoning Ordinance.

(2) Stop work orders. Whenever a building, structure or part thereof is being constructed, demolished, renovated, altered, or repaired in substantial violation of any applicable provision of this Zoning Ordinance, the Zoning Administrator or other administrative official may order the specific part of the work that is in violation, or would be when the work is completed, to be immediately stopped. The stop work order shall be in writing; directed to the person doing the work, and shall state the specific work to be stopped, the specific reasons for cessation and the action(s) necessary to lawfully resume work.

(3) Criminal penalties. Any person violating any provision of this Zoning Ordinance shall upon conviction be guilty of a misdemeanor and shall be fined as determined by the court for each offense.

(4) Injunction. Enforcement of the provisions of this Zoning Ordinance may also be achieved by injunction. When a violation occurs, the Zoning Administrator or other administrative official may, either before or after the institution of other authorized action, apply to the appropriate division of court for a mandatory or prohibitory injunction commanding the defendant to correct the unlawful condition or cease the unlawful use of the property.

(5) Order of abatement. In addition to an injunction, the Zoning Administrator or other administrative official may apply for and the court may enter into an order of abatement as

part of the judgment in the case. An order of abatement may direct any of the following actions:

- (a) Buildings or other structures on the property be closed, demolished, or removed;
- (b) Fixtures, furniture or other moveable property be moved or removed entirely;
- (c) Improvements, alterations, modifications or repairs be made; or

(d) Any other action be taken that is necessary to bring the property into compliance with this Zoning Ordinance.

(6) Withholding approvals. Any violation of this Zoning Ordinance shall constitute grounds for withholding new building permits directly related to said violation until the violation has been corrected, including the payment of all fines and fees and the planting of all trees and vegetation required as mitigation.

(D) Penalties for landscape, tree conservation and buffer violations.

(1) Where any landscaping, buffering, tree conservation or open space violation has occurred or is proposed to occur, the Zoning Administrator or Urban Forester may, in accordance with the provisions of S.C. Code § 56-7-80, as amended, issue an ordinance summons, or institute injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful action, or to correct or abate the violation or to prevent the occupancy of any building, structure or land associated with the violation. In addition to any other remedies for penalties in general specified herein, the following remedies shall apply for these types of violations:

(a) If a significant tree is approved for removal and if the planting of a replacement tree is not possible per the provisions of § 157.141-Tree Conservation, a fee in an amount of no less than \$250 per tree as established by the City of Camden Fee Schedule shall be assessed against the property owner for each tree not planted.

(b) Failure to plant replacement trees in accordance with this Zoning Ordinance as required by the provisions of § 157.141-Tree Conservation shall be subject to a fee in an amount of no less than \$500 as established by the City of Camden Fee Schedule for each tree not planted. No fine shall be assessed until the person or entity alleged to be in violation has been notified of the violation. Such notification shall identify the nature of the violation and shall set forth the measures necessary to achieve compliance; shall specify a date by which the person or entity must comply; and shall advise that failure to correct the violation within the time specified will subject that person or entity to any and all remedies including fines as outlined in this Zoning Ordinance. If the site is not brought into compliance within the time specified in the notice of violation, a fine may be assessed from the date the notice of violation is received. The failure to plant each individual tree shall constitute a separate, daily and continuing violation.

(c) The willful, purposeful or negligent removal of a significant tree before, during or after development shall be assessed in accordance with generally accepted industry evaluation methods such as those in the Guide for Plant Appraisal authored by the Council

of Tree and Landscape Appraisers and published by the International Society of Arboriculture. However, the maximum fine for each tree removed shall not exceed \$20,000. No notice of violation is needed prior to the assessment of a fine issued pursuant to this division.

(d) Irreparable injury or damage to, or destruction of trees protected by § 157.141 - Tree Conservation that result in the total loss of the tree shall be assessed in accordance with generally accepted industry evaluation methods such as those in the Guide for Plant Appraisal authored by the Council of Tree and Landscape Appraisers and published by the International Society of Arboriculture. However, the maximum fine for each tree irreparably injured, damaged or destroyed shall not exceed \$20,000. No notice of violation is needed prior to the assessment of a fine issued pursuant to this division.

(e) Injury or damage to trees protected by § 157.141 -Tree Conservation that do not result in the total loss of the tree(s) shall be assessed for each tree in accordance with generally accepted industry evaluation methods such as those in the Guide for Plant Appraisal authored by the Council of Tree and Landscape Appraisers and published by the International Society of Arboriculture. However, the maximum fine shall not exceed \$1,000. No notice of violation is needed prior to the assessment of a fine issued pursuant to this division.

(f) The fine for failure to install or maintain required tree protection measures in accordance with §157.141-Tree Conservation shall not exceed \$1,000. No fine shall be assessed until the person or entity alleged to be in violation has been notified of the violation. Such notification shall identify the nature of the violation and shall set forth the measures necessary to achieve compliance; shall specify a date by which the person or entity must comply; and shall advise that failure to correct the violation within the time specified will subject that person to any and all remedies including fines as outlined in this Zoning Ordinance. If the site is not brought into compliance within the time specified in the notice of violation, a fine may be assessed from the date the notice of violation is received. The failure to install the required tree protection measures shall constitute a separate, daily and continuing violation. Injury or damage to, or destruction of, significant trees required to be protected resulting from inadequate or omitted tree protection measures constitute a separate violation which may subject the violator to penalties and fines as well.

(2) Issuance of a fine or penalty does not relieve any party of complying with the mitigation requirements set forth in this subchapter.

(3) All fees collected shall be deposited into the City of Camden Tree Fund.

(E) Establishment of the City of Camden Tree Fund. All fines and fees collected pursuant to the provisions of division (D) of this section shall be recorded and maintained in a special account to be known as the City of Camden Tree Fund. All such funds and accrued interest shall be used only for the purpose of funding the installation, maintenance and management of trees on public property within the city. The city shall maintain financial records of the Tree Fund including revenues and disbursements from the Fund.

(F) Expiration of building permits/incomplete buildings.

(1) If the work described in any building permit has not begun within six months from the date of issuance thereof, said permit shall expire; it shall be canceled and written notice thereof shall be given to the persons affected. Furthermore, a building permit shall expire 12 months after the date of issuance. After expiration a new permit must be purchased.

(2) The completion date for every building project must be stated on the building permit but in no case shall it exceed 12 months from the date of issuance unless a longer period is allowed by the Zoning Administrator. If a building has not been completed within 12 months of the date of the permit, then the building shall be classified as an "incomplete structure" and shall be in violation of this chapter. Under special or unusual circumstances an extension may be allowed by the Zoning Administrator.

(3) The owner or responsible party of any building under construction or existing incomplete building projects which are classified as an "incomplete structure" shall be notified in writing by the Zoning Administrator that he is in violation of this chapter. The owner will be required within six months of notification to complete the exterior walls of the building: exterior siding, trim, columns and handrails; walks; grading; planting of grass and landscaping; removal of all trash and debris; placement of any construction materials into the rear yard; etc. Failure to comply within this six month notification period shall subject the owner to penalties as specified in § 157.212(B) through (D).

(Ord. 15-002, passed 2-24-15; Am. Ord. 2016-003, passed 3-8-16)

## DEFINITIONS

### § 157.219 GENERAL TERMS.

Except as specifically defined herein, all words used in this Zoning Ordinance have their customary dictionary definitions. For the purpose of this Zoning Ordinance, certain words or terms used herein are defined as follows:

(A) The word "CITY" means the City of Camden, South Carolina.

(B) The words "CITY COUNCIL" mean the City Council of the City of Camden, South Carolina.

(C) The words "BOARD OF ZONING APPEALS" mean the City of Camden Board of Zoning Appeals.

(D) The words "PLANNING COMMISSION" mean the City of Camden Planning Commission.

(E) The words "CITY PLANNER" mean the City Planner for the City of Camden or his designee.

(F) The words "ZONING ADMINISTRATOR" mean the Zoning Administrator for the City of Camden or his designee.

(G) The words "URBAN FORESTER" mean the Urban Forester for the City of Camden or his designee.

(H) The word "ORDINANCE" means the Zoning Ordinance of the City of Camden.

(I) The words "SHALL," "WILL" and "MUST" are mandatory; and the word "MAY" is permissive, except when the context of the particular use is negative (e.g., "may not").

(J) The word "LOT" includes the words "PLOT," "PARCEL" and "TRACT."

(K) The word "STRUCTURE" includes the words "BUILDING" and "ACCESSORY STRUCTURE."

(L) The word "STREET" includes the words "ROAD" and "HIGHWAY."

(M) The word "PERSON" includes an individual, firm, association, organization, partnership, corporation, company, trust, governmental unit, and any combination thereof.

(N) The words "ZONING MAP" or "OFFICIAL ZONING MAP" shall mean the Official Zoning Map of the City of Camden.

(O) The word "DAY" or "DAYS" means calendar days unless otherwise specified.

(P) Words used in the masculine gender include the feminine gender.

(Q) Words used in the singular include the plural.

(R) Any reference to a section shall mean a section of the Zoning Ordinance of the City of Camden, unless otherwise specified.

(S) For purposes of interpreting this Zoning Ordinance, certain words, concepts, and ideas are defined in § 157.220. Except as defined herein, all other words used in this Zoning Ordinance shall have their customary dictionary meaning.

(Ord. 15-002, passed 2-24-15)

#### § 157.220 DEFINITIONS.

"ACCESS ROUTE." Defined entrance and exit route for a property during construction, tree work or landscaping operations.

"AFFORDABLE HOUSING DEVELOPMENT AGREEMENT." A written agreement between an applicant for a development and the City of Camden containing specific requirements to ensure the continuing affordability of housing included in the development.

"AFFORDABLE HOUSING." Housing with a sales price or rental amount within the means of a household that may occupy moderate- and low-income housing. In the case of dwelling units for rent, affordable means housing for which the rent and utilities constitute no more than 30% of such gross annual household income for a household of the size that may occupy the unit in question.

"AFFORDABLE HOUSING DWELLING UNIT." Any affordable housing subject to covenants or restrictions requiring such dwelling units to be rented at prices preserving them as affordable housing for a period of at least 30 years.

"ANIMAL FEEDING OPERATION (AFO)." An agricultural operation where animals, including poultry, are kept and raised in confined situations. AFOs congregate animals, feed, manure and urine, dead animals, and production operations on a small land area. Feed is brought to the animals rather than the animals grazing or otherwise seeking feed in pastures, fields, or on rangeland. Animals are confined for at least 45 days in a 12-month period and there is not grass or other vegetation in the confinement area during the normal growing season.

"ANIMAL SHELTER, DOMESTIC." A pen, shelter, or structure where dogs or small domestic animals, not to include horses, cows, goats, swine including pot bellied pigs, sheep, ponies, grazing animals and fowl of any kind, are boarded or kept.

"AWNING." An architectural structure projecting from and supported by the exterior wall of a building, and composed of a material such as vinyl or canvas on a light gauge framework that may or may not be retractable.

"BED AND BREAKFAST HOME." A dwelling whose primary purpose is as the personal residence of the owner-operator, providing accommodation for compensation with no more than seven guestrooms. Only breakfast or an afternoon tea or social may be provided to overnight guests of the bed and breakfast home.

"BED AND BREAKFAST INN." A residence occupied by the establishment manager providing accommodation for compensation with no more than seven guestrooms. Only breakfast or an afternoon tea or social may be provided to overnight guests of the bed and breakfast home.

"BEST MANAGEMENT PRACTICES (BMP)." Best-available, industry- recognized courses of action (in consideration of the benefits and limitations) based on scientific research and current knowledge.

"BUFFER." A strip of land, improved by landscaping, berms, walls, or fences, or any combination thereof, designed to mitigate the extent of higher intensity land uses on neighboring lower intensity uses. A buffer is an area in which no activity is allowed other than passive recreation and necessary utility and maintenance functions such as transmission lines, underground conduits, or irrigation. The buffer area is described by a linear measurement from the property line inward and will vary depending on the nature of the activity and its location.

"BUILDABLE AREA." That portion of any lot which may be used or built upon in accordance with the regulations governing the zoning district within which the lot is located when the required front, side and rear yard setbacks, open space, and applicable buffer area requirements have been met.

"BUILDING." Any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of persons or property.

"BUILDING, ACCESSORY." A detached subordinate structure on the same lot as the principal or main building or use occupied or devoted to a use incidental to the principal use. Included in this definition are private garages, storage sheds, workshops, domestic animal shelters, pool houses, and the like.

"BUILDING, PRINCIPAL." A building in which is conducted, or in which is intended to be conducted, the main or principal use of the lot on which it is located.

"CALIPER." The diameter measurement of the trunk taken six inches above ground level for trees up to and including four inch caliper. Caliper shall be measured 12 inches above ground level for larger trees.

"CANOPY." A freestanding, open-sided structure, constructed of rigid or non-rigid materials, including, but not limited to, metal, canvas, wood, concrete, plastic or glass.

"CANOPY TREE." A deciduous tree that forms the top layer of vegetation in a forest. Examples of such trees include oaks, hickories, maples, and poplars.

"CHECK CASHING ESTABLISHMENT." An establishment that regularly cashes checks, drafts and money orders for a fee, service charge or other consideration such as those services regulated by the State Board of Financial Institutions under S.C Code Chapter 41 of Title 34.

"CHILD AND ADULT CARE SERVICES." Any home, center, agency or place, however styled, where children or adults not related to the operator are received for custodial care, apart from their parents or guardians, whether for compensation, reward, or otherwise during part or all of the day or night and upon any number of successive days or nights.

"CLEARING." The act of cutting or removing vegetation.

"CLUB, PRIVATE." An organization catering exclusively to members and their guests including buildings and grounds with commercial activities serving the membership only.

"CLUSTER SUBDIVISION." A form of development for single-family residential subdivisions that permits a reduction in lot area and bulk requirements, provided there is no increase in the number of lots permitted under a conventional subdivision and the resultant land area is devoted to open space.

"CONDITIONAL USE." A use of land or structure which is permitted in a district under conditions specified in the Zoning Ordinance.

"CONDOMINIUM." A unit in a multi-unit structure owned by an individual who has use of all common areas associated with that structure.

"CRITICAL ROOT ZONE (CRZ)." The area of soil around a tree where the majority of the roots are located and that provide structural stability as well as uptake of water and minerals. In general the CRZ will be determined by the ratio of radial distance to DBH (i.e. - 2 radial feet for every 1 inch of DBH).

"DEFERRED PRESENTMENT LENDER." An establishment that is a business regularly accepts a check from a borrower, drawn on the borrower's bank account, to be presented for payment at a later date, and that charges a fee for the service such as those regulated under S.C. Code Chapter 39 of Title 34.

"DENSITY." The number of dwelling units per acre of land developed or used for residential purposes. Unless otherwise clearly stated, density requirements in this Zoning Ordinance are expressed in dwelling units per net acre; that is, per acre of land devoted to residential use and common open space exclusive of land utilized for streets, alleys, parks, playgrounds, school grounds, or other public uses.

"DENSITY BONUS." An increase in the number of market-rate units on a site in order to provide an incentive for the construction of affordable housing pursuant to this Zoning Ordinance.

"DEVELOPER." An individual, partnership or corporation (or agent therefor) that undertakes the activities covered by these regulations.

"DEVELOPMENT." Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

"DIAMETER AT BREAST HEIGHT (DBH)." Measurement of tree trunk diameter taken at breast height, which is measured 4.5 feet above ground level.

"DRIVEWAY." A paved or unpaved area used for ingress and egress of vehicles, and allowing access from a street to a building or other structure or facility.

"DWELLING." One or more rooms providing complete living facilities for one family, including kitchen facilities or equipment for cooking or provisions for same, and including a room or multiple rooms for living, sleeping, bathing, and eating. Also known as a "DWELLING UNIT".

"DWELLING, APARTMENT." (See definition for "DWELLING, MULTI-FAMILY").

"DWELLING, ATTACHED." A dwelling unit attached to one or more other dwelling units by common vertical walls.

"DWELLING, DETACHED." A single dwelling unit, other than a mobile home, surrounded by open space or yards and which is not attached to any other dwelling by any means.

"DWELLING, DUPLEX." A detached house designed for and occupied exclusively as the residence of not more than two families, each living as an independent housekeeping unit

"DWELLING, GROUP OCCUPIED." A dwelling unit occupied by five or more individuals unrelated by blood, marriage, adoption, or guardianship living together as a single housekeeping unit.

"DWELLING, MANUFACTURED HOME." A factory built home built after the enactment of and bearing a label of compliance with the Federal Manufactured Home Construction and Safety Standards Act, effective June 15, 1976 (HUD Code).

"DWELLING, MOBILE HOME." A factory built home built prior to enactment of the Federal Manufactured Housing Construction and Safety Standards Act, effective June 15, 1976.

"DWELLING, MULTI-FAMILY." A dwelling or group of dwellings on one lot containing separate living units for three or more families, but which may have joint services or facilities.

"DWELLING, PATIO HOME." A single-family detached or semi-detached dwelling unit that is built on a small lot and is generally enclosed by walls which provide privacy. The term is synonymous with zero lot line dwellings.

"DWELLING, SINGLE-FAMILY." A building containing one dwelling unit and that is not attached to any other dwelling by any means and is surrounded by open space or yards.

"DWELLING, TOWNHOUSE." A series of attached dwelling units on separate lots which may or may not have a common roof and are separated from each other by common vertical walls.

"DWELLING UNIT." See "DWELLING".

"DWELLING, ZERO LOT LINE." A zero lot line dwelling is a single-family detached unit which instead of being centered on a lot, is placed against at least one of the side lot lines. The term is synonymous with patio home.

"EVERGREEN TREE." A coniferous or deciduous tree that remains green throughout the year.

"FACADE." The exterior wall of a building that is set along a street.

"FACTORY-BUILT HOUSING." A three dimensional, transportable, factory-built structure designed for long term residential use. Such housing includes manufactured, mobile and modular homes.

"FAIR MARKET RENT (FMR)." FMRs are gross rent estimates developed by the US Department of Housing and Urban Development that include the housing unit rent plus the cost of all utilities, except for phone service.

"FAMILY." One or more persons occupying a dwelling and living together as a separate housekeeping unit in one or more rooms with complete living facilities, including kitchen facilities or equipment for cooking or provisions for same, and including a room or rooms for living, sleeping, bathing, and eating. (Also see definition for "HOME FOR THE HANDICAPPED.")

"FAMILY DAY CARE HOME." A family day care home is one in which care is given by a family member and not others during the day only for one to six children or adults, including the day care owner's own children or parents.

**"FEDERAL MANUFACTURED HOME CONSTRUCTION AND SAFETY STANDARDS."** Regulations promulgated by the Department of Housing and Urban Development (HUD) governing the design and construction, strength and durability, transportability, fire resistance, energy efficiency and quality of manufactured housing. These standards also set performance requirements for heating, plumbing, air conditioning, thermal and electrical systems.

**"FENCE."** A structural device erected to delineate a boundary or serve as an architectural element, barrier or screen. The term "wall" shall be interchangeable with fence.

**"FORESTRY ACTIVITY."** Forestry activity includes, but is not limited to, timber harvest/site preparation, controlled burning, tree planting, applications of fertilizers, herbicides, pesticides, weed control, animal damage control, fire control, insect and disease control, forest road construction, and any other generally accepted forestry practices.

**"FOREST MANAGEMENT PLAN."** A forest management plan is a document or documents prepared or approved by a forester registered in this state that defines a landowner's forest management objectives and describes specific measures to be taken to achieve those objectives. A management plan shall include silvicultural practices, objectives, and measures to achieve them, that relate to a stand or potential stand of trees that may be utilized for timber products, watershed or wildlife protection, recreational uses, or for other purposes.

**"GARAGE, PRIVATE."** (As defined by the International Building Code.)

**"GARAGE, PUBLIC."** (As defined by the International Building Code.)

**"GRADING."** Reshaping the ground surface to planned grades as determined by engineering survey evaluation and layout.

**"GRADING PLAN."** One sheet of a complete set of development plans that depicts both original and finished grades of a development site.

**"GROSS FLOOR AREA (GFA)."** The sum of the floor area for each of a building's stories measured from the exterior limits of the faces of the structure; including basement floor area. It does not include unenclosed porches or any floor space in an accessory building or in the principal building which is designed for parking of motor vehicles.

**"HABITABLE DWELLING."** A dwelling meeting the minimum habitability requirements of this Zoning Ordinance, and other applicable regulations.

**"HOME FOR THE HANDICAPPED."** Pursuant to the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, S.C. Code § 6-29-770, a home serving nine or fewer mentally or physically handicapped persons, providing 24-hour care, and approved or licensed by a state agency, department or under contract with the agency or department, is exempt from local zoning ordinance requirements. Residents of such a home are perceived as a natural family, as if related by blood or marriage. Approval and licensing for such use is by the appropriate state agency, as provided in S.C. Code § 6-29-770.

"HOME OCCUPATION." Any activity carried out for gain by a resident conducted as an accessory use in the resident's dwelling unit.

"IMPERVIOUS SURFACE." Impervious surfaces are manmade or engineered surfaces that do not readily permit the absorption of fluids thereby causing stormwater runoff.

"IMPERVIOUS SURFACE RATIO." The impervious surface ratio is determined by dividing the total area of all impervious surfaces within the site by the total site area.

"INDUSTRY, HEAVY." Any industrial establishment that cannot meet the definition of "INDUSTRY, LIGHT." This category includes those industries primarily engaged in the manufacture of foodstuffs, textiles, electrical components or tobacco products, and the fabrication of wood, leather, paper, water or plastic products, as well as the processing and manufacturing of products from extracted or raw materials, the assembly of large or heavy machinery, and the storing or using of flammable, explosive, hazardous, or toxic materials used in industrial processes. Because of the nature of its operations and products, heavy industry could impact immediately adjoining properties and possibly the general area due to noise, odor, light, dust, vibration, glare, and air and water pollution.

"INDUSTRY, LIGHT." An industrial establishment primarily engaged in the manufacturing, processing/fabrication, packing, or assembly of goods which, due to the nature of its operations and products, generally does not impact surrounding properties due to noise, odor, light, dust, vibration, glare, and air and water pollution.

"INVASIVE PLANT." Any species capable of propagating that is not native to the Camden ecosystem, and whose introduction does or is likely to cause economic or environmental harm or harm to human health.

"JUNK OR SALVAGE." Any materials consisting of waste, discarded or salvage matter which is bought, sold, exchanged, stored, baled, packed or disassembled for profit, trade or hire, and shall include any vehicle damaged so as not to comply with state or federal safety regulations, incapable of self-propulsion or partially dismantled if retained on the premises for more than 72 hours whether for repair or not. The term "JUNK" shall also mean, but not be limited to old or scrap copper, brass, aluminum, rope, rags/paper, trash, tire carcasses, rubber debris, old vehicle parts, nonworking major appliances, and other old ferrous or non-ferrous material.

"JUNK OR SALVAGE YARD." Any premises where salvage or junk as defined herein are found and have been permitted to remain with the consent of the owner, lessee, or person(s) responsible for maintenance of such premises.

"LAND DISTURBANCE." Any activity that changes the physical conditions of land form, vegetation and hydrology, creates bare soil, or otherwise causes erosion or sedimentation. Such activities include, but are not limited to clearing, removal of vegetation, stripping, grading, grubbing, excavating, filling, logging and storing of materials.

"LOT." A parcel of land considered as a unit. The terms "LOT," "LOT OF RECORD," "PROPERTY" or "TRACT," whenever used in this Zoning Ordinance are interchangeable.

- (1) "LOT, CORNER." A lot located at the intersection of two or more streets.
  - (2) "LOT, DOUBLE FRONTAGE." A lot which has frontage on two streets which are on opposing ends of the lot.
  - (3) "LOT, INTERIOR." A lot, other than a corner lot, which has frontage on only one street other than an alley.
  - (4) "LOT, DEPTH." The distance between front and rear lot lines, measured along a line which is equal distance from the side lines.
  - (5) "LOT OF RECORD." A lot, the boundaries of which are filed as legal record.
  - (6) "LOT, WIDTH." The distance between the side lines of a lot, measured at right angles to its depth and at the minimum required front setback line.
- "LOT AREA." The area contained within the boundary line of a lot.
- "LOT LINE." A line bounding a lot which divides one lot from another or from a street or any other public or private space.
- "LOW IMPACT DESIGN." An innovative stormwater management approach that seeks to mimic a site's predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate, and detain runoff close to its source.
- "LOW-INCOME HOUSING." Housing that is affordable for rental or ownership, according to the U.S. Department of Housing and Urban Development, and that is occupied, reserved, or marketed for occupancy by households with a gross family income that does not exceed 50% of the median family income for families of the same size within the county in which the housing is located.
- "MANUFACTURED TOPSOIL." Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- "MARQUEE." Any permanent, roof-like structure projecting beyond a building, or extending along and projecting beyond the wall of a building, generally designed and constructed to provide protection from the weather.
- "MEDIAN FAMILY INCOME." The median income level for Kershaw County, as established and defined in the annual schedule published by the U.S. Department of Housing and Urban Development, adjusted for family size.
- "MINI-WAREHOUSE." A building or group of buildings in a controlled-access and fenced compound that contains individual, compartmentalized and controlled-access stalls or lockers for the dead storage of customer's goods or wares.
- "MIXED-USE BUILDING." A multi-story building containing two or more separate types of uses that covers at least 85% of a single lot or development site containing few, if any, onsite parking spaces.

"MOBILE FOOD VENDING UNIT." A self-contained, vehicle mounted food service unit that returns daily to its base of operation, as approved by DHEC, and is used for the preparation and/or sale of food products.

"MOBILE FOOD VENDOR." A person selling food other than fresh fruit or vegetables from a mobile vendor unit. This definition shall not include solicitors, peddlers, or transient merchants.

"MOBILE OR MANUFACTURED HOME PARK." A lot or parcel with space, improvements and utilities for the long-term parking of two or more mobile or manufactured homes which may include services and facilities for the residents.

"MOBILE OR MANUFACTURED HOME PARK SPACE." A plot or ground within a mobile or manufactured home park designed for the accommodation of one unit.

"MODERATE-INCOME HOUSING." Housing that is affordable for rental or ownership, according to the federal Department of Housing and Urban Development, and that is occupied, reserved, or marketed for occupancy by households with a gross household income that is greater than 50% but does not exceed 80% of the median family income for households of the same size within the county in which the housing is located.

"MODULAR BUILDING UNIT OR MODULAR STRUCTURE." Any building of closed construction, regardless of type of construction or occupancy classification, other than a mobile or manufactured home, constructed off-site in accordance with the applicable codes, and transported to the point of use for installation or erection. When meeting the requirements of the Modular Building's Construction Act (S.C. Code § 23-43-10), said building unit or structure may be located in any of the city's several zoning districts.

"MULCH." Organic material that is spread on the soil surface, normally around newly planted trees or other areas, to reduce weed growth, to retain soil moisture and moderate soil temperature extremes, to reduce compaction, to prevent damage from lawn-maintenance equipment, to reduce erosion, to improve soil quality and/or to improve aesthetic appearance of the landscape. Mulch can be composed of chipped, ground or shredded organic material such as bark or wood.

"MURAL." A graphic, artistic expression which covers a portion or all of a wall or building facade which is not intended for advertisement purposes.

"NONCONFORMITY." A nonconformity is any lot of record, use, building, structure, design element, or vegetation in existence prior to the effective date of this Zoning Ordinance, but which fails, by reason of such adoption, revision or amendment, to conform to the present requirements of the Zoning Ordinance.

"NON-RESIDENTIAL USE." A principal use of land for other than residential purposes, i.e. commercial, industrial, institutional.

"NOXIOUS PLANT." Any plant that can directly or indirectly injure crops and other useful plants, interests of agriculture or navigation, fish or wildlife resources, or the public health.

"OPEN SPACE." Open space is any parcel or area of land or water, essentially unimproved and set aside, dedicated, designated, or reserved for public or private use or enjoyment or for the use and enjoyment of owners, occupants, and their guests. Open space shall include recreational areas, greenways, wooded areas, and environmental open space.

"OPEN SPACE, ENVIRONMENTAL." Environmental open space is any pervious area set aside for the protection, enhancement, or creation of water quality buffers, wildlife habitat, view corridors, flood hazard mitigation, or similar environmental features and may or may not include public access. Such open space may be water bodies, forested land, pasture, cropland, wetlands, or similar open spaces approved by the Zoning Administrator. Water bodies may not constitute more than 75% of the required open space.

"OPEN SPACE RATIO." The open space ratio is a measure of the intensity of land use. It is calculated by dividing the total amount of open space within the site by the total site area.

"PARCEL." A land area bounded by property lines that is recognized as such by the Kershaw County Assessor's Office.

"PARK." A public facility open for recreation, with commercial activities for recreational uses only, open space and public gardens.

"PEST." An organism, including but not limited to insects, bacteria or fungi, that is severely damaging, noxious, a nuisance or fatal to a plant.

"PUBLIC PROPERTY." Any and all property deeded to or having a long-term easement to the City of Camden, SC Dept. of Transportation, Kershaw County, etc. Public property includes, but not limited to, parks, cemeteries, street rights-of-way, utility rights-of-way, school campuses, sidewalks, and streets.

"PUBLIC OR STREET TREE." Any tree within the city limits that is growing in a street ROW, utility easement, city park, or city-owned parcel. To qualify as a public street tree, the tree must be in the ROW corridor as determined by measuring from the road center line to the tree's center.

"PREMISES." A lot, plot, or parcel of land including the buildings or structures thereon, under control by the same owner or operator together with all adjacent land.

"PRINCIPAL USE." The primary or main use of land or structures, as distinguished from a secondary or accessory use.

"PRUNING, TOPPING." An outdated and inappropriate pruning technique which severely removes live tree limbs with cuts made between nodes; also known as "tipping," "heading," "hat-racking," "lollipoping," or "stubbing."

"PRUNING, TREE." The deliberate removal of tree branches for a specific purpose such as young tree training, deadwood removal, utility line clearance, traffic or pedestrian clearance or to correct structural defects.

"QUALIFIED PROFESSIONAL." A professional licensed and/or registered in the State of South Carolina performing services only in their areas of competence. This term shall

include only registered land surveyors, registered engineers, registered architects, and registered landscape architects.

"RECREATION, PASSIVE." Recreational activities that do not require prepared facilities like sports fields or pavilions. Passive recreation include, but is not limited to, wildlife viewing, hiking, observing and photographing nature, picnicking, walking, bird watching, bicycling, and running/jogging.

"RELIGIOUS ORGANIZATION, COMMUNITY." A church or religious institution with a seating capacity of no more than 600 persons in the sanctuary or main activity area.

"RELIGIOUS ORGANIZATION, LARGE." A church or religious institution with a seating capacity of more than 600 persons in the sanctuary or main activity area.

"RIGHT-OF-WAY (ROW)." A defined area of land, usually a linear strip, dedicated for use as a street, crosswalk, railroad, for placement of utility transmission lines, sanitary storm sewer, or other similar uses.

"RISK TREE." A tree that is at risk for failure, either whole or in part, with the part large enough to cause damage and there exists within the falling distance of the tree or tree part a target, such as people, buildings, vehicles or hardscape.

"SETBACK." The linear distance that establishes buildable and non-buildable area measured inward from the road right-of-way or adjoining property lines. Buildings and other principal structures comprising the activity of the site may not encroach upon this space. However, an accessory activity such as parking or a driveway may be located within the setback unless superseded by a buffer.

"SETBACK LINE." The linear distance from which a structure or use is separated from a designated point, such as a property line or road right-of-way.

"SEXUALLY ORIENTED BUSINESS." For purposes of this Zoning Ordinance, sexually oriented business operations shall mean and include the following:

(1) "ADULT ARCADE." Any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas."

(2) "ADULT BOOKSTORE OR ADULT VIDEO STORE." A commercial establishment which, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

(a) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides or other visual representations which depict or describe "specified sexual activities" or "specified anatomical areas;" or

(b) Instruments, devices, or paraphernalia which are designed for use in connection with "specified sexual activities." A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as an adult bookstore or adult video store. Such other business purposes will not serve to exempt such commercial establishment from being categorized as an adult bookstore or adult video store so long as: one of its principal business purposes is the offering for sale or rental for consideration the specified materials which depict or describe "specified sexual activities" or "specified anatomical areas."

(3) "ADULT CABARET." A nightclub, bar, restaurant or similar commercial establishment which regularly features:

(a) Persons who appear in a state of nudity;

(b) Live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities;" or

(c) Films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the description of it "specified sexual activities" or "specified anatomical areas."

(4) "ADULT MOTEL." A hotel, motel or similar commercial establishment which:

(a) Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas;" and has a sign visible from the public right-of-way which advertises the availability of this adult-type of photographic reproductions; or

(b) Offers a sleeping room for rent for a period of time that is less than ten hours; or

(c) Allows a tenant or occupant of a sleeping room to subrent the room for a period of time that is less than ten hours.

(5) "ADULT MOTION PICTURE THEATER." A commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides or similar photographic reproductions are regularly shown which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

(6) "ADULT THEATER." A theater, concert hall, auditorium or similar commercial establishment which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities."

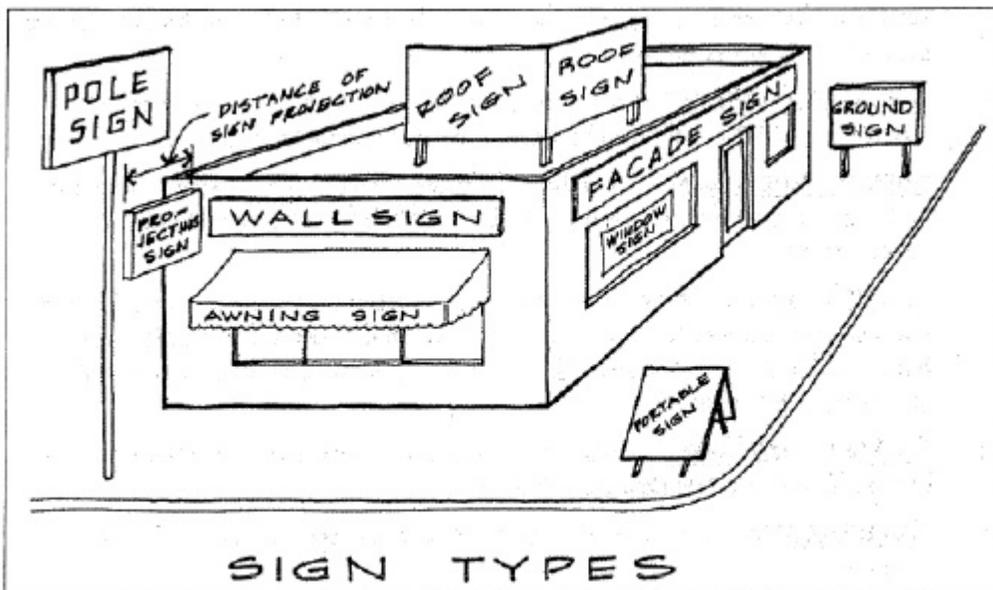
(7) "SEXUAL ENCOUNTER CENTER." A business or commercial enterprise that, as one of its primary business purposes, offers for any form of consideration:

(a) Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or

(b) Activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or seminude.

"SIGN." Any object, device, display or structure, or part thereof, situated outdoors or indoors, that is used to advertise, identify, display, or direct attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images.

"SIGN AREA." The entire advertising area of a sign excluding any framing, trim, or moulding, and the supporting structure.



Source: Moskowitz, Harvey S. and Carl G. Linöbloom. *The Latest New Illustrated Book of Development Definitions*. New Brunswick, N.J.: Center of Urban Policy Research, Rutgers University, 2007.

"SIGN TYPE."

(1) "ABANDONED SIGN." A sign structure that does not contain a sign for more than 120 days, or a sign not in use for 120 continuous days, or a sign advertising an organization or event no longer occupying the site on which the sign exists or to which it refers.

(2) "AWNING SIGN." A sign that is mounted to or painted on an awning.

(3) "BANNER." A sign made of lightweight fabric or similar material. An official flag and a corporate flag shall not be considered banners for the purposes of this Zoning Ordinance.

(4) "BENCH SIGN." A sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

(5) "BUILDING SIGN." Any sign attached to any part of a building.

- (6) "CANOPY SIGN." A sign that is mounted to or painted on a canopy.
- (7) "CHANGEABLE COPY SIGN." A portion of a sign that includes letters that can be changed to communicate information concerning the activities of the organization.
- (8) "DILAPIDATED SIGN." Any sign that is not properly maintained, insecure or otherwise structurally unsound, has defective parts in the support, guys and/or anchors, or that is unable to withstand wind pressure, as determined by the Zoning Administrator and applicable regulations in the adopted Building Code.
- (9) "FLAG." Any fabric, banner or bunting containing distinctive colors, patterns or symbols, attached to a flagpole that is used as a symbol of government, political subdivision, or other entity.
- (10) "FREESTANDING SIGN." A sign supported by a sign structure secured in the ground and which is wholly independent of any building for support.
- (11) "IDENTIFICATION SIGN." A sign that identifies a building or a service within the building, using the name, symbol, address or date of the building, business or development.
- (12) "INCIDENTAL SIGN." A sign containing no advertisement, logo or name that has a purpose secondary to the use of the lot on which it is located. Examples include, but are not limited to, "no parking," "entrance," "loading only" or other similar directions or information.
- (13) "INTEGRAL ROOF SIGN." A sign whose structure is integrated into the structure of the roof and is an integral part thereof.
- (14) "MARQUEE SIGN." Any sign attached to, in any manner, or made part of a marquee.
- (15) "MONUMENT SIGN." A freestanding sign constructed on the ground with a continuous footing or foundation with the base of the sign at grade.
- (16) "OFF-PREMISE SIGN." A sign or billboard, except those advertising garage or yard sales, that directs attention to a business, commodity, service or entertainment conducted, sold or offered at a location other than the premises on which the sign is located.
- (17) "PENNANT." Any lightweight plastic, fabric or other material, whether or not containing a message of any kind, that is usually suspended from a rope, wire or string, and usually in a series, and designed to move in the wind.
- (18) "PERMANENT SIGN." A sign attached to a building, structure or the ground in some manner, and made of materials intended for more than short-term use.
- (19) "POLE SIGN." Any freestanding sign mounted on a pole.
- (20) "POLITICAL SIGN." A temporary sign announcing or supporting political candidates or issues for any national, state or local election.

(21) "PORTABLE SIGN." A sign that is not permanently affixed to a building, structure, or the ground.

(22) "PRINCIPAL SIGN." A freestanding sign that is the primary freestanding sign on the property, not including institutional or subdivision signs.

(23) "PROJECTING SIGN." A sign that is wholly or partly dependent on a building for support, and that projects more than 12 inches from such building.

(24) "ROOF SIGN." A sign that is mounted on the roof of a building, wholly dependent on the roof for support, and projects above the point of a building with a flat roof, the ridge line of a building with a gambrel, gable, or hip roof, or the deck line of a building with a mansard roof. A sign mounted on the sloping section of a roof or the gable end of a roof shall be classified as a wall sign.

(25) "SIDEWALK SIGN." A freestanding, moveable sign not secured or attached to the ground or any building or structure, composed of a sign panel and supporting structure of one or more panels that form both the structure and the sign face, and which is intended to be placed on a sidewalk or pedestrian area.

(26) "SUBDIVISION SIGN." A sign identifying a residential land subdivision or planned development.

(27) "TEMPORARY SIGN." Any sign or banner constructed of cloth, canvas, light fabric, cardboard or any other paper-based material, corrugated plastic, unfinished or untreated wood, wallboard or other light materials, with or without frames, which is not permanently secured, and is intended to be displayed for a limited period of time only.

(28) "WALL SIGN." Any sign attached to and within six inches of an outside wall, and confined within the limits of an outside wall of any building or structure, that is supported by that wall or building, and that displays only one sign surface. A sign attached to the exterior surface of a window shall be classified as a wall sign.

(29) "WINDOW SIGN." A sign that is attached to the interior face of a window.

"SIGNIFICANT TREE." Any existing healthy and structurally sound tree which has a diameter at breast height (DBH) between eight inches and 25 inches.

"SOUTH CAROLINA MANUFACTURED HOUSING BOARD." Is authorized by state statute to regulate the construction, repair, modification, installation, tie-down, hook-up, and sale of manufactured homes in South Carolina, which Board has adopted for regulation of manufactured homes the Federal Manufactured Housing Construction and Safety Standards, promulgated by HUD, and contained in the Board's Manufactured Housing Regulations, May 26, 1990, as amended.

"STREET." Any thoroughfare (drive, avenue, boulevard) or space more than 18 feet in right-of-way width that has been dedicated, deeded or designated for vehicular traffic, public or private.

"STREET, PRIVATE." A street not dedicated for public use or maintenance.

"STRUCTURE." (As defined by the International Building Code.)

"STRUCTURAL ALTERATION." Any change in the supporting members of a building, such as the bearing walls, beams, or girders, or any change in the dimension or configuration of the roof or exterior walls.

"STRUCTURAL DEFECT, TREE." Any naturally occurring or secondary condition such as cavities, weak branch attachments, cracks or decayed wood in the trunk, crown or roots or a tree that may contribute to structural failure. Structural defects can lead to risk-tree designation based on the type, location, severity and/or number of the defect(s).

"TINY HOUSE." A dwelling that is 400 square feet or less in area excluding lofts. A "TINY HOUSE" may be used as an accessory apartment, and shall not be used as a primary residence in any zoning district.

"TITLE LOAN LENDER." An establishment that is a supervised lender which regularly extends short term vehicle secured loans such as those regulated by S.C. Code § 37-3-413 and accepts as security title to motor vehicles. The term does not include supervised lenders other than those specializing in short term vehicle secured loans or banks, credit unions, savings banks and like depository institutions.

"TRANSPLANTING, PLANTS." Moving a plant to a new location.

"TRAVEL TRAILER OR RECREATIONAL VEHICLE." A structure that: (1) is intended to be transported over the streets and highways (either as a motor vehicle or attached to or hauled by a motor vehicle), and (2) is designed for temporary use as sleeping quarters, but that does not satisfy one or more of the definitional criteria of a mobile or manufactured home or modular unit.

"TREE." A woody perennial plant, generally with a single trunk but sometimes having multiple trunks, with the potential to attain a mature size of at least five inches in trunk diameter at 4.5 feet above the ground and a height of at least 15 feet.

"TREE MAINTENANCE." Routine, periodic or occasional activities directed at maintaining or improving a tree's health and condition. Maintenance activities include but are not limited to mulching, pruning/irrigation, fertilization, pest control, cabling and bracing and lightning protection system installation and/or any other accepted arboricultural practice.

"TREE PLANTATION." A grouping of trees, either planted or naturally or artificially seeded, composed of at least 80% of the same species and approximately of the same height and diameter.

"TREE PROTECTION." The active protection of a tree's roots, trunk and crown for the purpose of avoiding damage to the living structure and to maintain tree health and structural integrity.

"TREE PROTECTION ZONE (TPZ)." A defined area within which certain activities are prohibited or restricted to prevent or minimize potential injury to designated trees before, during and after construction activities. The TPZ is defined by a physical barrier such as fencing, soil berms and signs.

"TREE REMOVAL." The cutting of a tree near ground line which removes the tree's trunk and crown. The tree stump and roots may or may not be removed along the trunk and crown.

"TREE ROOTS." The below ground portion of a tree that includes large, woody roots that anchor and support the trunk and crown as well as the small, fibrous roots responsible for water and mineral uptake and gas exchange. Roots are generally located within the top 18 inches of soil and may extend out from the trunk two to three times the width of the crown.

"TREE TRUNK." The main woody stem of a tree that connects the roots to the crown and which supports the crown. It functions in the transport of water, minerals and carbohydrates from the crown to the roots and the roots to the crown.

"UPPER-STORY RESIDENTIAL." A residential dwelling unit located above another use.

"USE." The purpose or activity for which land or any building thereon is designed, arranged or intended, or for which it is occupied or maintained.

"USE, ACCESSORY." A use of land or of a building or portion thereof clearly incidental and subordinate to the principal use of the land or building and located on the same lot with the principal use.

"USE, INSTITUTIONAL." A public or private for-profit or non-profit educational, hospital, museum, religious or care use such as, but not limited to, daycares, congregate care, nursing care and hospice or palliative care.

"USE, PRINCIPAL." See "PRINCIPAL USE."

"VARIANCE." A modification of the regulations of this Zoning Ordinance, granted by the Board of Zoning Appeals, where such modification will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the Zoning Ordinance would result in unnecessary and undue hardship, and where such modification will not authorize a principal or accessory use of the property which is not permitted within the zoning district in which the property is located.

"VEHICLE, RECREATIONAL." A vehicular type portable structure without permanent foundation, which can be towed, hauled or driven and primarily designed as temporary living accommodations for recreational, camping and travel use and including, but not limited to, travel trailers, truck campers, camping trailers and self-propelled motor homes.

"VEGETATION." A living organism of natural growth, including, but not limited to, trees, shrubs, groundcovers, vines, grasses (both lawn and ornamental), herbaceous perennials, biennials, annuals, bulbs, ferns, mosses and lichens.

"YARD." An open space that lies between the principal or accessory building or buildings and the nearest lot line.

"YARD, FRONT REQUIRED." A yard extending the full width of the front of a lot between the front (street) right-of-way line and the front building setback line.

"YARD, REAR REQUIRED." A yard extending the full width of the lot in the area between the rear lot line and the rear building setback line.

"YARD, REQUIRED." That part of a yard between a lot line and the minimum required building setback lines, within which no structure shall be located and certain uses limited or prohibited as required by this Zoning Ordinance.

"YARD, SIDE REQUIRED." A yard extending the full length of the lot in the area between the side lot line and a side building setback line.

"ZONING DISTRICT." A specifically delineated area or district within which regulations and requirements govern the use, placement, spacing and size of land and buildings.

(Ord. 15-002, passed 2-24-15; Am. Ord. 2015-022, passed 10-13-15; Am. Ord. 2016-008, passed 5-10-16; Am. Ord. 2021-025, passed 12-14-21)

## **Attachment 2**

Conceptual Plan

### SITE DATA

TAX MAP NO.: P/O 270-00-00-014 (KERSHAW COUNTY)  
 270-19-00-001 (KERSHAW COUNTY)

SITE AREA: 4152.48 AC

BESTIUM ZONING: R-4 (KERSHAW COUNTY)  
 PROPOSED ZONING: MPD (CITY OF GADSDEN)

SETBACKS:  
 BATTLESHIP ROAD: 55'  
 CARTER STREET: 30'  
 CHEVALS STREET: 30'  
 FRONT: 15'  
 SIDE: 5'

BUFFER:  
 PERMITS: 30'  
 BATTLESHIP ROAD: 30'  
 CHEVALS STREET: 30'

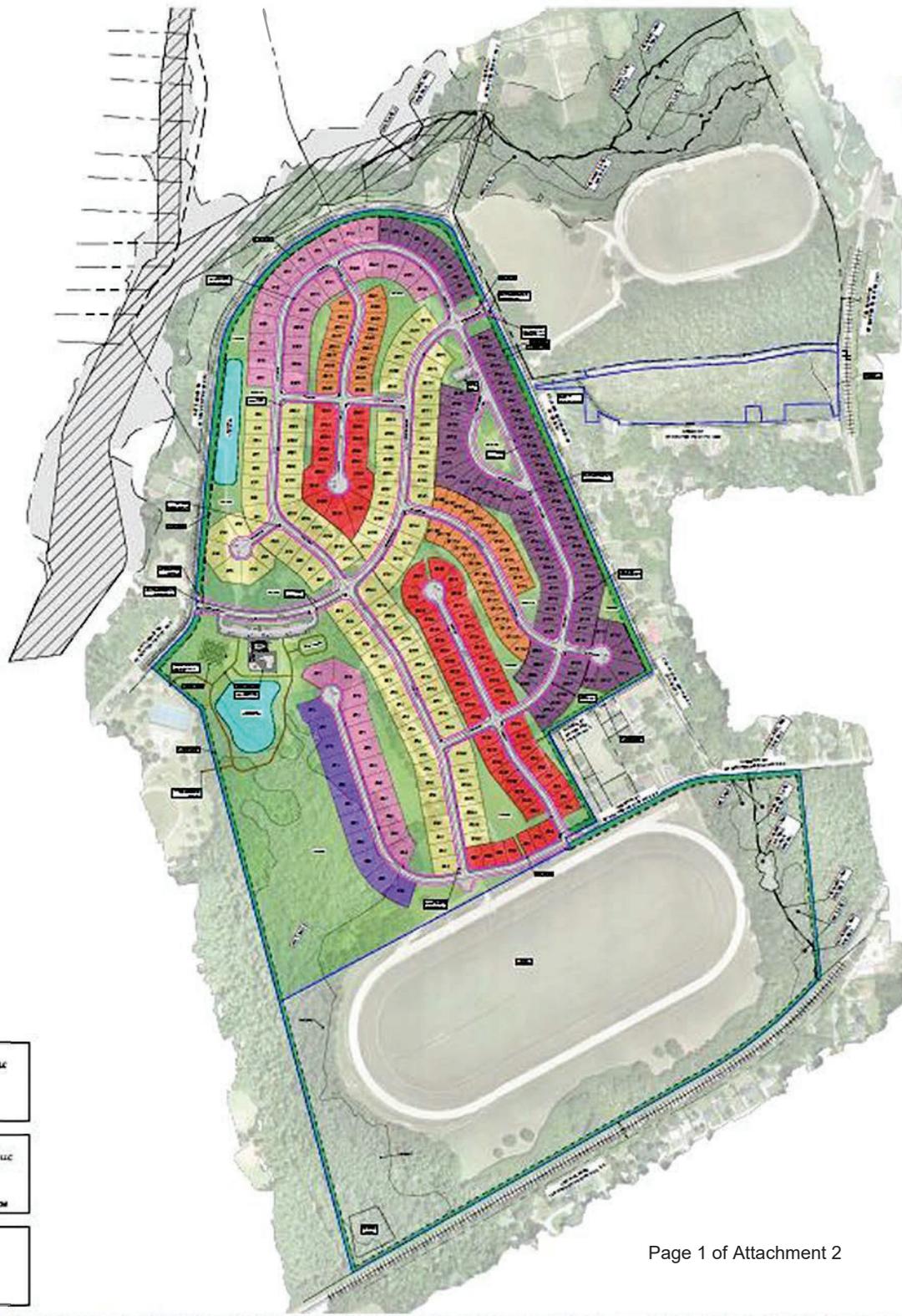
PROPOSED ROADWAY: 41,640 SF (30' PUBLIC R.O.W.)  
 4,851 SF (6' PUBLIC R.O.W.)  
 411,333 TOTAL SF

MINIMUM LOT AREA: 6,000 SF

PROPOSED LOTS:  
 68 2PR LOTS (52 X 135 TYP.) (BOYCE)  
 47 2PR LOTS (52 X 130 TYP.) (WALKER)  
 67 2PR LOTS (67 X 130 TYP.) (HAYES)  
 130 2PR LOTS (77 X 135 TYP.) (BAGLEY)  
 36 2PR LOTS (72 X 135 TYP.) (COSTA)  
 11 OR 22 2PR LOTS (184 OR 92 X 137 TYP.) (SULLIVAN OR VALLEY)  
 508 2PR LOTS

MAXIMUM DENSITY: 2.5 LOTS/ACRE  
 PROPOSED DENSITY: 43.31 LOTS/ACRE

REQUIRED OPEN SPACE: 445.74 AC (10%)  
 PROPOSED OPEN SPACE: 445.39 AC (10%)



### SITE LEGEND

- 57 BOTTLE LOTS (48 LOTS)
- 52 VALUE LOTS (47 LOTS)
- 67 HOME UP LOTS (67 LOTS)
- 77 LARGER LOTS (68 LOTS)
- 92 BIFATE LOTS (76 LOTS)
- PUBL LOTS (111) (67 180' BIFATE LOTS OR (22) 52' WIDE VALUE LOTS)
- OPEN SPACE
- ASPHALT PAVEMENT SECTION
- VEGETATIVE BUFFER
- 5' WIDE SIDEWALK
- PROPERTY LINE/LO #
- PROPOSED BUILDING SETBACK LINE
- FLOODPLAIN
- PROPOSED R/W
- PROPOSED C.A. ROAD
- PROPOSED E.O.P.
- PROPOSED P.V. PUBLIC UTILITY TRAIL

**DEVELOPER**  
 COMPANY: CARLISLE DEVELOPMENT, LLC  
 ADDRESS: 17 SUNNY LAKE  
 GREENVILLE, SC 29617  
 PHONE: 252-428-1228  
 CONTACT: STUART CRANT  
 EMAIL: SDCRANT@CARLISLE.COM

**CIVIL ENGINEER**  
 COMPANY: ALLIANCE CIVIL DESIGN, LLC  
 ADDRESS: 216 CHERRY HILL ROAD  
 GREENVILLE, SC 29617  
 PHONE: 252-428-4522  
 CONTACT: PAUL HARRISON, P.E.  
 EMAIL: PAUL.HARRISON@ACDENGINEERING.COM

**REGISTERED**  
 COMPANY: PAE PROFESSIONALS  
 ADDRESS: 9 FLEMING ROAD  
 GREENVILLE, SC 29617  
 PHONE: 252-428-7788  
 CONTACT: DANIEL STILES  
 EMAIL: DSTILES@PAE.COM

**Attachment 3**

Charter and Covenants of Property Owner's Association

Drawn by and RETURN TO:  
Johnston, Allison & Hord, P.A.  
PO Box 36469  
Charlotte, NC 28236

**STATE OF SOUTH CAROLINA  
COUNTY OF KERSHAW**

**MASTER DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS  
FOR  
THE PADDOCKS AT CAMDEN**

This Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for The Paddocks at Camden is made as of the date on which it is recorded in the Registry (hereinafter defined) by **CARLYLE DEVELOPMENT, LLC**, a Delaware limited liability company ("Declarant").

P R E A M B L E:

WHEREAS, Declarant is the owner of land located in Kershaw County, South Carolina, all or portions of which Declarant intends to develop into a residential planned community under the Act (as defined below) to be known as THE PADDOCKS AT CAMDEN (the "Community"); and

WHEREAS, Declarant desires to provide for the maintenance and upkeep of certain Common Property (hereinafter defined) within the Community, to provide for maintenance of certain storm water drainage systems and facilities within the Community, and to provide for the enforcement of covenants and restrictions applicable to the Community, and, to that end, desire to subject the Property (hereinafter defined) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner of any portion thereof; and

WHEREAS, to effect the foregoing, Declarant has agreed to subject its fee simple interest in the Property to this Declaration; and

WHEREAS, Declarant has incorporated or will incorporate under South Carolina law, as a nonprofit corporation, The Paddocks at Camden Homeowners Association, Inc., to carry out the foregoing functions.

NOW, THEREFORE, Declarant, for itself and its successors and assigns have and by these presents do hereby declare, covenant and agree that the property described in **Exhibit A**, which is attached to this Declaration and incorporated in it by this reference, and any Annexed Property which is hereafter subjected to this Declaration by Supplemental Declaration shall, at all times, be owned, held, transferred, sold, conveyed, mortgaged, used and occupied subject to the provisions of this Declaration, to the covenants, conditions and restrictions contained in this Declaration, and to all amendments and supplements to it, each and all of which shall run with the real property and be binding on all Persons owning any right, title or interest therein or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of and be binding upon each Owner thereof.

## ARTICLE I DEFINITIONS

The following terms, when used in this Declaration, shall have the meaning set forth below. Capitalized terms not specifically defined in this Article I shall have the meaning of such term as set forth in the Act, the Nonprofit Corporation Act (as hereafter defined), or in any other section of this Declaration.

Section 1. “Act” shall mean and refer to the South Carolina Homeowners Association Act, as contained in Chapter 30 of Title 27 of the SC Code (or as contained in any successor portion of the SC Code), as the same exists from time to time.

Section 2. “Amenities” mean and include, but not be limited, to the following which Declarant has the right but not the obligation to construct on Common Areas: entrance monuments, public and private walking trails, clubhouse, pavilion, pocket parks, pool, pickle ball courts, tot lot, fire pits, and central mail facility.

Section 3. “Annexed Property” shall mean and refer to all or any portion of the real property described in **Exhibit B** attached to this Declaration and incorporated herein by reference, which is subjected to this Declaration, by any of the methods set forth in Article II hereof, after the initial recording of this Declaration.

Section 4. “Annual Assessments” means Assessments levied pursuant to Section 3 of Article V of this Declaration.

Section 5. “Architectural Committee” shall mean the committee of the Association created pursuant to Article IX.

Section 6. “Architectural Guidelines” shall mean the guidelines, standards, and review procedures for architectural design, construction, landscaping and operation of the Improvements constructed within the Community promulgated by Declarant and, if applicable, the Architectural Committee, from time to time. The Declarant or, if created, Architectural Committee may issue guidelines for different Neighborhoods in the Community, all of which may be amended from time to time by the Architectural Committee. The Association shall cause the Architectural Guidelines to be recorded in the Registry on or before January 10<sup>th</sup> of each year following their adoption or amendment and a copy made available to Owners as required by the Act. The initial Architectural Guidelines shall be recorded in the Registry prior to the sale of a Lot to a third party homebuyer or the sale of a Lot or Development Parcel to a Builder.

Section 7. “Assessments” collectively means any and all of the various types of Assessments levied by the Board, including without limitation, Annual Assessments, Limited Common Expense Assessments, Individual Specific Assessments, Special Assessments, Neighborhood Assessments, and capital improvement assessments.

Section 8. “Association” shall mean and refer to **The Paddocks at Camden Homeowners Association, Inc.**, a South Carolina nonprofit corporation, its successors and assigns, and which is an “association” as defined in Section 27-30-120 of the Act.

Section 9. “Board of Directors” and “Board” shall mean and refer to the Board of Directors of the Association elected or appointed to manage the affairs of the Association as provided in the Bylaws, and is the “Board” as defined in the Act.

Section 10. “Builder” shall mean and refer to one or more Persons in the business of building and selling homes for individuals and approved by Declarant for so long as Declarant owns all or any portion of the Property, in writing. Beechwood NCGC LLC is an approved Builder.

Section 11. “Bylaws” shall mean and refer to the Bylaws of the Association, as they may now or hereafter exist, including all duly adopted amendments thereto. A copy of the initial Bylaws is attached to this Declaration as **Exhibit C** and incorporated herein by reference. The Association shall cause any amendment to the Bylaws to be recorded on or before January 10<sup>th</sup> of the year following their adoption.

Section 12. “Code” shall mean and refer to the City of Camden, South Carolina Code of Ordinances, as it exists from time to time, and includes all regulations, rules, directives and policies of the County duly adopted pursuant to or in furtherance of the Code.

Section 13. “Common Area” shall mean and refer to the real property, together with any Improvements situated thereon, intended for the common use and benefit of the Owners and occupants of the Property, however such real property is described on a Map or other document recorded in the Registry. Common Area may be owned by the Association or it may be owned by another Person with the Association having a right or easement therein or an obligation in connection therewith (for example, but without limitation, part or all of storm water drainage and other easements located on either a Lot, a public right-of-way or real property that is not part of the Property and that serves more than one (1) Lot in the Property), a right of the Association to

use of a portion of a public street right-of-way pursuant to an encroachment agreement with the South Carolina Department of Transportation or Kershaw County, and an obligation of the Association to maintain any such easements and Improvements including, for example, medians in public streets, public streets and other public improvements not yet accepted for maintenance by the applicable Governmental Entity, and public sidewalks and walking trails. Common Area includes, without limitation, all of the following:

- (a) all real property owned in fee by the Association, including, without limitation, all active and passive recreational amenities, including the Amenities, and Improvements thereon, including but not limited to retaining walls and fences constructed by Declarant thereon;
- (b) any private street and private walkways in the Property (but excluding private walkways on and solely for the benefit of an individual Lot), including but not limited to public walking trails, if any;
- (c) Stormwater Control Measures;
- (d) any water or sewer utility line that serves more than one Lot and which is either located outside public rights-of-way or outside any utility easement or which has been dedicated to the public on Maps of the Property recorded in the Registry but not yet accepted for public maintenance by the appropriate Governmental Entity, provided, however, that the fact that a water or utility line has not been accepted by the applicable Governmental Entity shall not relieve the Declarant of the obligation to maintain such water or utility line prior to acceptance for public maintenance and to take such action as is necessary to cause them to be accepted for public maintenance. The Association has the right to enforce this Declarant obligation, and the Declarant shall be liable to the Association for all costs and expenses, including court costs and reasonable attorneys' fees, incurred by the Association in connection with such unaccepted water or utility line Improvements and enforcement of its rights against Declarant hereunder;
- (e) any site or facility owned by the Association and designated a common area, open space, amenity area, or similar designation on any recorded Map of the Property, including, without limitation, centralized mail boxes and areas dedicated for use by the U.S. Postal Service and the Owners and the Amenities;
- (f) any public road right-of-way dedicated to the public on Maps of the Property recorded in the Registry but not yet accepted for public maintenance by the appropriate Governmental Entity, provided, however, that the fact that a road has not been accepted by the applicable Governmental Entity shall not relieve the Declarant of the obligation to maintain such streets and roads prior to acceptance for public maintenance and to take such action as is necessary to cause them to be accepted for public maintenance;
- (g) any object or improvement located on, under, in or over public property or public right-of-way which is subject to an encroachment agreement with a Governmental Entity that is recorded in the Registry, and may include: signs, landscaping, lighting, irrigation facilities, drain pipes, decorative surfaces and brick walls;
- (h) any Public Sidewalk and public walking trail which the Association is obligated to maintain pursuant to an Encroachment Agreement; and
- (i) any retaining walls and fences constructed by Declarant that serve and support more than one (1) Lot.

Common Area as to which the Association has only an easement right is referred to herein as a "Common Area Easement".

Common Area, if any, established by the Declarant or the Association for the benefit of some but fewer than all of the Owners and occupants of the Property is “Limited Common Area” (which is a subcategory of Common Area), and such Limited Common Area and the Owners and occupants of the applicable portion of the Property for whose benefit the Limited Common Area exists are subject to the same provisions as those applicable to Common Area. All references herein or in any recorded Map of the Property to Common Area that is, in fact, Limited Common Area, are deemed corrected accordingly. Limited Common Area may also include any Neighborhood Amenities that are specific to a Neighborhood and which will be maintained by Neighborhood Assessments.

Common Area also includes all other property and Improvements, if any, required to be included as such by the Code or other Legal Requirement, and all other property and Improvements, if any, declared to be Common Area by this Declaration or by the Declarant or by the Members. Except as otherwise provided in this Declaration or by separate written agreement between the Association and any other Person, Common Area shall be maintained by the Association unless it is maintained by the Person owning real property as to which the Association has only an easement or other right of use, or it is conveyed to or owned by another nonprofit entity formed for similar purposes, or dedicated to public use and accepted by a public agency, authority, or utility.

Section 14. “Common Expense” shall mean and refer to all of the expenses incurred by the Association in furtherance of its rights and responsibilities under the Act, the Nonprofit Corporation Act, the Code, this Declaration, the Development Agreement, and other Governing Documents and including specifically, but without limitation, all of the following:

- (a) all expenses of ownership, administration and maintenance of Common Area, including repair, restoration and replacement thereof, and expenses for acquisition, maintenance, repair, restoration, replacement, use and operation of personal property owned or leased by the Association for the benefit of the Members (including but not limited to street lights), and including monies allocated to reserve funds for any of the same;
- (b) any fees or charges for utilities used in connection with the Common Area including any lease payments for decorative street light poles;
- (c) *ad valorem* taxes and public assessments, if any, levied against the Common Property owned in fee by the Association (but specifically excluding *ad valorem* taxes on real property on, under or over which the Association has only an easement or other similar right of use, except to the extent, if any, that any Improvements in any such easement that are owned or maintained by the Association result in additional taxes on such real property that would not be assessed in the absence of such Improvements, in which event such additional taxes shall be paid by the Association as a Common Expense);
- (d) any unpaid Assessments following the foreclosure of a first mortgage or first mortgage or an assessment lien on a Lot;
- (e) financial obligations of the Association or financial obligations of Members with respect to which the Association has responsibility for collection and payment;

- (f) costs and expenses for which the Association is obligated under any encroachment agreement or other agreement with a Governmental Entity, including, but not limited to, under the Development Agreement;
- (g) premiums for hazard, liability and other insurance insuring the Common Property of the Association, it's officers, directors and employees;
- (h) fees and expenses of management agents, attorneys, accountants, and other Persons employed by the Association for Association business;
- (i) expenses declared to be or described as Common Expenses by the Act, the Code, or this Declaration;
- (j) expenses determined by the Board of Directors or by the Members to be Common Expenses;
- (k) all other expenses incurred by the Association in performing its functions, including operating, management and administrative expenses and reasonable reserves, as determined to be necessary and appropriate by the Board. (Common expenses for the maintenance of Limited Common Area are "Limited Common Expenses", which is a subcategory of Common Expense.) Only the Owners entitled to use Limited Common Area shall be obligated to pay the Limited Common Expenses associated with the Limited Common Area such Owner is entitled to use; and
- (l) any costs and expenses for which the Association is obligated under the Easement Agreement between Declarant and \_\_\_\_\_ and recorded in Book \_\_\_\_\_, at Page \_\_\_\_\_ of the Registry (the "Easement Agreement").

Section 15. "Common Property" shall mean and refer to Common Area *and* all personal property owned, leased or used by the Association, or with respect to which the Association has a financial obligation, for the common use, enjoyment or benefit of the Members or the Property, and any substitutions or replacements thereof.

Section 16. "Declarant" shall mean and refer to **CARLYLE DEVELOPMENT, LLC**, a Delaware limited liability company. It shall also mean and refer to any Person to whom or which Declarant might assign or delegate all or any of the rights and obligations of Declarant by an assignment of Declarant's rights recorded in the Registry.

Section 17. "Declarant Control Period" shall mean and refer to the period of time during which the Declarant may appoint or remove the members of the Board of Directors and officers of the Association. The Declarant Control Period shall terminate upon the earlier of the following to occur:

- (a) the date on which Declarant no longer owns any property subject to this Declaration; or
- (b) Relinquishment or transfer by Declarant of all Special Declarant Rights.

Notwithstanding any other provision of this Declaration, Declarant, in its sole discretion, and any time and from time to time and by written instrument signed by Declarant and recorded in the Registry, may relinquish part, but not all, of its rights and/or obligations as Declarant under this Declaration, but such partial relinquishment shall result in relinquishment of only the rights and obligations specifically set forth in such instrument and shall not be construed as a release of any rights or obligations not specifically set forth therein.

Section 18. “Declaration” shall mean and refer to this “Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for The Paddocks at Camden”, and all amendments thereto and supplements thereof.

Section 19. “Development Agreement” means that certain agreement by and between Carlyle Development, LLC and City of Camden, South Carolina dated \_\_\_\_\_, 2024 and recorded \_\_\_\_\_, 2024 in the Registry in Book \_\_\_\_\_, Page \_\_\_\_\_.

Section 20. “Development Parcel” or “Development Parcels” shall mean and refer to any portion of the Property which is intended to be developed as part of the Property, but which has not yet been converted into Lots as provided herein.

Section 21. “Dwelling” shall mean and refer to any building or portion thereof within the Property which is used or occupied, or intended for use or occupancy, as a residence by an individual or by one family unit, whether by the Owner thereof or by tenants or lessees of the Owner.

Section 22. “Exempt Property” shall mean and refer to all portions of the Property included within any of the following categories: (i) Common Area; (ii) property owned by, or dedicated to and accepted by a Governmental Entity or a public utility, including property within the right-of-way of publicly-dedicated streets and roads; and (iii) property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of South Carolina, provided, however, that any property containing a Dwelling used as a residence shall not be Exempt Property.

Exempt Property shall not be subject to the Assessments provided for herein, and the Owner of such Exempt Property shall have no voting rights in the Association based on ownership of such Exempt Property. Furthermore, unless and until such time, if any, as it loses its exempt status, all Exempt Property owned by a Governmental Entity or a utility provider, and all Exempt Property within publicly-dedicated street rights-of-way, shall be exempt from all of the provisions of this Declaration, except for any easements over such Exempt Property reserved in this Declaration by or for the Declarant, the Association, a Governmental Entity or any other Person.

Exempt Property that loses its status as exempt shall be reclassified as a Lot or Development Parcel, as appropriate, and shall be subject to all of the terms and provisions of this Declaration in the same manner and to the same extent as other Lots and Development Parcels.

Section 23. “Governing Documents” shall mean and refer to all of the following: this Declaration; the Articles of Incorporation and Bylaws of the Association; Architectural Guidelines and Rules and Regulations of the Association; Supplemental Declarations; and other declarations

of restrictive or protective covenants applicable to the Property, as the same may be amended, restated or supplemented from time to time.

Section 24. “Governmental Entity” or “Governmental Entities” shall mean and refer to the City of Camden, County of Kershaw, the State of South Carolina, the United States of America and all other Governmental Entities and quasi-governmental entities that have jurisdiction over the Property or any part thereof, and all applicable departments and agencies of any of them.

Section 25. “Improvement” or “Improvements” means any and all man-made changes or additions to any portion of the Property. The definition of Improvements includes both the initial Improvements and all later changes to Improvements.

Section 26. “Individual Special Assessments” means assessments levied pursuant to Section 7 of Article V of this Declaration.

Section 27. “Legal Requirements” shall mean and refer to any duly adopted and applicable law, ordinance, regulation or requirement of the United States of America, the State of South Carolina, the County of Kershaw, the City of Camden, or any other Governmental Entity or quasi-governmental entity or agency having jurisdiction over the Property, including any branch, department, division or agency of any of the foregoing governmental and quasi-governmental entities.

Section 28. “Limited Common Expense Assessments” means assessments levied pursuant to Section 5 of Article V of this Declaration.

Section 29. “Lot” shall mean and refer to any portion of the Property which are separately numbered residential parcels with delineated boundary lines, as shown on a Map recorded in the Registry or as identified by metes and bounds description, that is intended for construction of a Dwelling thereon, or on which a Dwelling has been constructed. A Lot shall become a “Lot” upon recording in the Registry of a Map creating such Lot. In the event that any Lot is increased or decreased in size by recombination or re-subdivision through the recording of a new Plat, the newly platted lot thereafter shall constitute a Lot.

Section 30. “Map” or “Plat” means (i) the plat prepared by \_\_\_\_\_ entitled “\_\_\_\_\_” dated \_\_\_\_\_ and recorded after this Declaration in the Registry; (ii) any plat of any portion of the Property described on Exhibit A which is further subdivided into platted Lots and recorded in the Registry; (iii) any map of any portion of the Annexed Property recorded by Declarant; and (iv) any revision of any such Map recorded by Declarant.

Section 31. “Member” shall mean and refer to every Person who or which holds membership in the Association.

Section 32. “Mortgagee” shall mean and refer to the beneficiary or payee under any mortgage or deed of trust, and the terms mortgage and deed of trust are deemed to refer to both mortgages and deeds of trust.

Section 33. “Neighborhood” shall mean any area or areas within the Community designated by a Supplemental Declaration, which shall constitute a “Neighborhood Declaration”, to be a distinct or separate residential area within the Community, the residents of which will share or have in common expenses, interests, concerns, responsibilities, Neighborhood Amenities and/or Limited Common Areas which needs or uses are not shared by or common to all residents within the Community.

Section 34. “Neighborhood Amenities” means certain Improvements, facilities, or recreational amenities within the Neighborhood’s Limited Common Area which are for the exclusive use of Owners in a specific Neighborhood.

Section 35. “Neighborhood Assessments” shall mean assessments levied against the Lots in a Neighborhood to fund Neighborhood Expenses in accordance with Section 8 of Article V below.

Section 36. “Neighborhood Expenses” shall mean the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Neighborhood or Neighborhoods, which may include reasonable reserves for capital repairs and replacements and reasonable administrative charges, as may be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s), and which may include the cost of maintaining, repairing, resurfacing and replacing any private drive or private road that is installed by Declarant to serve a Lot which cannot be served or accessed by a public road (“Private Road”). All Private Roads in a Neighborhood shall be a common Neighborhood Expense shared by all Owners in the Neighborhood whether or not their Lots are served by the Private Road.

Section 37. “Nonprofit Corporation Act” means the South Carolina Nonprofit Corporation Act of 1994 as contained in Chapter 31 of Title 33 of the SC Code.

Section 38. “Notice and Opportunity for Hearing” shall mean giving at least fifteen (15) days’ prior notice of a proposed action and the reasons therefor, and an opportunity to be heard by the Board, orally or in writing, not less than five (5) days before the effective date of the proposed action.

Section 39. “Operating Deficit” shall mean and refer to the negative difference, if any, between the total amount of the Assessments for a fiscal year levied on all Lots and the amount of actual expenditures by the Association during the fiscal year for Common Expenses, including funding of reserves, but excluding (i) amounts levied against a Lot, but which are not paid, and (ii) special assessments for capital improvements.

Section 40. “Owner” shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot, and shall include Builder(s) and Declarant as to any Lot or Development Parcel owned by a Builder and/or Declarant. The term “Owner” shall not include any Person who holds an interest in a Lot merely as security for the performance of an obligation or as a tenant including a Mortgagee.

Section 41. “Person” shall mean and refer to a natural person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, Governmental Entity, or other entity.

Section 42. “Property” shall mean and refer to the real property described in Exhibit A attached to this Declaration and incorporated herein by reference, and at such time as any Annexed Property is made subject to this Declaration by Supplemental Declaration, the term “Property” shall mean and include the property described in such Supplemental Declaration.

Section 43. “Public Sidewalk” means those sidewalks constructed on the Property and dedicated to the applicable Governmental Entity for public use but which is maintained by the Association pursuant to the Development Agreement.

Section 44. “Registry” shall mean and refer to the office of the Register of Deeds for Kershaw County, South Carolina (or any successor office under applicable law in which deeds, maps, plats, easements, mortgages and deeds of trust for the Property are recorded). All references herein to recording or to any requirement to record a document, map or plat refer to recording in the Registry.

Section 45. “Rules” and “Rules and Regulations” means the rules and regulations issued, from time to time, by Declarant or the Board. The Rules shall be recorded in the Registry by January 10<sup>th</sup> of the year following their adoption and copies provided to Owners shall be made available to Owners as required by Section 27-30-130(B)(2) of the Act. Declarant and the Board have the authority, in establishing Rules, to interpret and clarify the restrictions in this Declaration and any Supplemental Declaration.

Section 46. “SC Code” means the South Carolina Code of Laws (1976, as amended) as the same exists from time to time.

Section 47. “Special Assessments” means Assessments levied pursuant to Section 6 of Article V of this Declaration.

Section 48. “Special Declarant Rights” shall mean and refer to all rights granted to, or reserved by, or established for the benefit of, Declarant in the Act, this Declaration, the Articles of Incorporation and Bylaws of the Association (whether or not such rights are referred to as Special Declarant Rights in such documents) and shall include but not be limited to the right to (i) appoint, elect or remove any Association officer, Board member, or Architectural Committee member during the Declarant Control Period, (ii) use Dwellings owned by Declarant and any Amenity owned by the Association as models or sales offices, and the right to complete Improvements, (iii) complete improvements indicated on plats or maps, exercise any development right, the right to maintain sales office, management offices, signs advertising the Community and models, (iv) use easements through Common Areas for the purpose of making Improvements in the Community or within any property which may become part of the Community or which Declarant owns adjacent to the Community, (v) make the Community part of a larger planned community or communities, (vi) add real estate to the Community, (vii) create Lots, Common Areas, Improvements on Common Areas, Amenities and Limited Common Areas with or without Improvements, (viii) subdivide or combine Lots or convert Lots into Common Areas, (ix) withdraw Property from the

Community and the terms of this Declaration, (x) exercise any rights under the Development Agreement, and (xi) grant easements over Common Areas to Governmental Entities or private utility companies. Declarant may assign Special Declarant Rights, in whole or in part, temporarily or permanently, at any time and from time to time, subject to such terms and conditions as Declarant specifies in the assignment document. Except as specifically provided herein, any assignment of Special Declarant Rights must be in writing and recorded in the Registry, and the assignment becomes effective upon the recording of the document in the Registry or on any later date specified therein.

Section 49. “Stormwater Agreement” shall mean and refer to any agreement recorded in the Registry among the Declarant, the Association, and the Government Entities, or between the Declarant and the Government Entities, or between the Association and the Government Entities, relating to Stormwater Control Measures for the Property or any part thereof, and includes all amendments and supplements to such agreements.

Section 50. “Stormwater Control Measures” or “Stormwater Control Facilities” (such terms being used interchangeably herein) shall mean and refer to one or more of the following devices and measures, together with associated private stormwater drainage easements (however identified on a Map or document recorded in the Registry) that serve the Property: conduits, inlets, channels, pipes, level spreaders, ditches, grassed swales, dams, sand filters, wet ponds, dry detention basins, wetlands, permanently protected undisturbed open space areas, bio-retention areas, retention or detention ponds, and other devices and measures, necessary to collect, convey, store, and control stormwater runoff and pollutants for more than one (1) Lot in the Property, and which are located outside public street rights-of-way and Government Entities drainage easements. Private stormwater drainage easements that serve more than one (1) Lot in the Property, however identified on a recorded Map or in a recorded document, are deemed to be dedicated to the Association for the benefit of the Property or applicable portion thereof. All Stormwater Control Measures are Common Area or Limited Common Area, as applicable.

Section 51. “Supplemental Declaration” shall mean any document, by whatever name that Declarant may file in the Registry subsequent to filing this Declaration, which subjects Annexed Property to this Declaration causing such Annexed Property to be subject to the scheme of covenants, charges, conditions and restrictions contained in this Declaration, and including any additional covenants, charges, conditions and restrictions contained therein. Such Supplemental Declaration may impose a separate set of restrictive covenants on a particular area or areas within the Community; establish separate sub-associations for a particular area or areas in the Community; or supplement, change, amend, or supersede the terms and provisions of this Declaration as necessary to accommodate differences between the plan of the development for the subject property and the plan of development for the rest of the Community.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITION OF PROPERTY; WITHDRAWAL OF PROPERTY

Section 1. Property. The real property which, at the time of recording of this Declaration, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, and which is within the jurisdiction of the Association, is described on **Exhibit A**

attached hereto. If any additional property is subjected to this Declaration by filing one or more Supplemental Declarations, such Annexed Property will be incorporated in the definition of Property.

Section 2. Additions to Property.

(a) By Declarant. At any time during the Declarant Control Period, Declarant may subject Annexed Property (including but not limited to Common Area) to this Declaration, without approval of any Person other than Government Entities (if required by Legal Requirements), by recording a Supplemental Declaration extending the operation and effect of this Declaration to such Annexed Property. Except to the extent required by the Legal Requirements, nothing in this Declaration shall be deemed to require the Declarant to subject any property to this Declaration.

(b) By the Members. If a Person other than the Declarant desires at any time to subject Annexed Property to this Declaration, such Annexed Property may be annexed only by the affirmative vote of at least sixty-seven percent (67%) of the votes cast by the Members present at a duly-called meeting of the Association for which the notice of meeting includes notice of the proposal to annex such Annexed Property and the recording in the Registry of a Supplemental Declaration signed by the owner of such Annexed Property and by the appropriate officer(s) of the Association certifying the required meeting and vote. In addition to the foregoing, during the Declarant Control Period, such annexation may be valid only with the consent of Declarant, as evidenced by Declarant's execution of the Supplemental Declaration.

(c) Approval by Governmental Entities. If required by the Code and/or the Development Agreement, subjection of Annexed Property to this Declaration must be approved by the applicable Governmental Entity and development of such Annexed Property may be subject to the terms, covenants, conditions and restrictions of the Development Agreement.

(d) Supplemental Declaration. Each Supplemental Declaration shall be effective to subject Annexed Property to this Declaration only upon obtaining all required approvals and upon its recording in the Registry, and the effective date of such annexation shall be the date of recording of the Supplemental Declaration. Each Supplemental Declaration shall describe the Annexed Property and indicate that the Annexed Property is being subjected or annexed to this Declaration. A Supplemental Declaration need not be in any specific form and need not be titled Supplemental Declaration (for example, the required subjecting language may be contained in a deed from the Declarant conveying the Annexed Property), but it shall indicate clearly the intention to subject or annex such Annexed Property. Any Supplemental Declaration may contain such use restrictions and such other terms, covenants, restrictions, easements, affirmative obligations, assessments, charges and liens applicable to such Annexed Property, not in conflict with this Declaration, as the Person subjecting such Annexed Property to this Declaration may determine, but this Declaration shall control over any provision of any Supplemental Declaration that conflicts or is inconsistent with this Declaration.

(e) Votes Allocated to Annexed Property. The votes of the Members in the Annexed Property shall be allocated in the same manner that votes are allocated in portions of the Property already subject to this Declaration. The addition of Annexed Property pursuant to this Section

may increase the cumulative number of Lots within the Property and, therefore, may alter the relative maximum voting strength of the various types of Members.

Section 3. Conveyance of Common Area in Annexed Property. Common Area, if any, located within any Annexed Property, or the applicable phase or portion thereof, shall be conveyed to the Association pursuant to the requirements of Section 3 of Article IV of this Declaration.

Section 4. Neighborhoods. During the Declarant Control Period, Declarant, acting in its sole and absolute discretion shall have the right, but not the obligation to establish separately developed residential Neighborhoods and Neighborhood Amenities, or some, all or none of these, within the Community, and to designate Limited Common Areas for the exclusive use of one or more, but less than all of Neighborhoods. Every Lot situated within a designated Neighborhood may be subjected to additional covenants, conditions, restrictions and additional assessments for services provided to Lots within such designated Neighborhood. Such additional covenants may be set forth in a Supplemental Declaration which may impose a separate set of restrictive covenants on a particular area or areas within the Community; establish separate, sub-associations for a particular area or areas within the Community; or supplement, change, amend or supersede the terms and provisions of this Declaration as necessary to accommodate differences between the plan of the development for the subject property and the plan of the development for the rest of the Community.

Any Neighborhood may request that the Association provide a higher level of service than that which the Association generally provides to all Neighborhoods, or may request that the Association provide special services for the benefit of Lots in such Neighborhood. Upon the affirmative vote of the Owners of a majority of the Lots within the Neighborhood, the Association shall provide the requested services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Lot to all Neighborhoods receiving the same service), shall be a Neighborhood Assessment. In addition to the foregoing, during the Declarant Control Period, such provision of higher levels of services may be valid only with the written consent of Declarant.

Section 5. Withdrawal of Property. Declarant reserves the unilateral right to amend this Declaration to withdraw any portion of the Property at any time and for any reason so long as Declarant holds an unexpired right to expand the Community by adding Annexed Property. Declarant may unilaterally exercise this right without prior notice and without the consent of any Person. In addition, Declarant may unilaterally remove certain portions of the property then owned by Declarant, its affiliates or the Association from the provisions of this Declaration to the extent that the portion of the Property was originally included in error, or as the result of minor changes in the boundaries of any Amenities, Common Areas, Lots or other adjacent Development Parcels, or Map revisions.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Declarant, Builder (to the extent Builder owns a Lot), and every Owner of a Lot or Development Parcel which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each Owner, whether one or more Persons, shall have only one membership per Lot. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be three (3) classes of membership with respect to voting rights:

(a) Class A Members. Class A Members mean and refer to the Owners of Lots, except for those Persons who are Class B Members and Class C Members. A Lot owned by a Class A Member shall be a “Class A Lot.”

Until such time as the Class A Members shall be entitled to full voting privileges, as hereinafter specified, the Class A Membership shall be a non-voting membership except as to matters and in such events as hereinafter specified.

The Class A Members shall be entitled to full voting privileges on the earlier of the following dates to occur: (i) the date which the Declarant may so designate by notice in writing delivered to the Association; or (ii) the termination of the Declarant Control Period. Until the earliest of these dates occurs, the Class A Members shall be entitled to vote only on matters for which it is herein specifically provided, or for which it is provided by law, that approval of each and every class of membership of the Association is required. When entitled to vote, Class A Members shall be entitled to cast one (1) vote for each Lot in which they hold an interest required for membership.

(b) Class B Members. Declarant shall be the only Class B Member. Class B Membership shall be a full voting membership and, during its existence, the Class B Members shall be entitled to vote on all matters and in all events. A Lot or Development Parcel owned by the Declarant shall be a “Class B Lot”. During the Declarant Control Period, Class B Members shall have ten (10) votes for each Lot owned and each Lot planned for development in a Development Parcel. Upon expiration of the Declarant Control Period, Declarant shall have one vote for each Lot and for each Lot planned for development in a Development Parcel that it owns; however, such Declarant-owned Lots and Development Parcels shall continue to be treated as Class B Lots for assessment purposes.

(c) Class C Member. Class C Members shall be all Builders who are Owners. Each Builder shall be entitled to three (3) votes for each Lot it owns, so long as the Class B Membership continues to exist. Upon termination of the Class B Membership, Class C Membership shall be converted to Class A Membership for voting purposes (but, despite such conversion, Lots owned by a Builder shall continue to be treated as Class C Lots for assessment purposes so long as such Builder owns any Lot and provided such Lot is not occupied as a residence). Lots owned by the

Class C Member shall be “Class C Lots.” For clarification purposes, upon conveyance of a Class C Lot to an Owner who is not a Builder or Declarant, the Class C Lot shall become a Class A Lot and the Owner of such Lot shall be a Class A Member.

Section 3. Declarant’s Right to Appoint Directors and Officers of the Association. Notwithstanding any other provision of this Declaration or the Bylaws, Declarant will exercise its right to appoint and remove all of the members of the Board and officers of the Association until the earlier of the expiration of the Declarant Control Period or Declarant surrenders such right by written instrument filed with the Secretary of the Association.

## **ARTICLE IV PROPERTY RIGHTS**

Section 1. Owners’ Easements of Enjoyment and Access. Except as limited by Section 2 of this Article IV, other provisions of this Declaration, any Supplemental Declaration, or Legal Requirement, or by Rules and Regulations, or by the terms and conditions of any easements, covenants, conditions and/or restrictions, which are applicable to the Property and are of public record as of the date this Declaration is recorded, every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Area, which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to:

(a) The right of the Association to charge reasonable admission and other fees for the use of any facilities situated or constructed on the Common Area and to limit the use of such facilities to Owners who occupy a residence on the Property and to their families, tenants and guests, as provided in Section 2 of this Article IV.

(b) The right of the Association, after Notice and Opportunity for Hearing, to suspend the voting rights of an Owner and the right of an Owner to use Common Area and facilities thereon for any period during which any assessment against his/her/its Lot remains unpaid for a period of thirty (30) days or longer, for any period during which Improvements on a Lot not constructed by Declarant violate the Architectural Guidelines or an Owner is otherwise in breach of this Declaration, provided however, a suspension for a violation of Rules and Regulations shall not exceed a period not to exceed sixty (60) days for any infraction of the published Rules and Regulations of the Association, provided, however, that the right of access and support, the right to drain stormwater and the right to use Stormwater Control Measures, private streets, and private utility services provided to the Lot through easements in Common Area shall not be suspended for violation of the Association’s Rules and Regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless Members entitled to at least eighty percent (80%) of the votes of the Association agree to such dedication, sale or transfer, *provided that* this subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewage, utility and drainage facilities upon, over, under and across the Common Area without the assent of the Members when such easements, in the opinion of the Board, are necessary for the convenient use and enjoyment of the Property. Notwithstanding anything herein to the contrary, the Common

Area shall be preserved to the perpetual benefit of the Owners or of the public in general and shall not be conveyed except to a Governmental Entity or to another nonprofit entity organized for purposes similar to those of the Association.

(d) The right of the Association, with the assent of Members entitled to at least eighty percent (80%) of the votes of the Association, to mortgage, pledge, deed in trust, or otherwise encumber any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any such lender or Mortgagee shall be subordinate to the property rights of the Owners as set forth herein.

(e) The right of the Association to exchange all or part of the Common Area for other property and consideration provided that:

(i) written notice of the exchange is given to each Member of the Association;

(ii) after the notice is given, Members entitled to at least 80% of the votes of the Association approve the exchange; provided, however, if such exchange involves a Limited Common Area, the exchange must be approved by at least 80% of the votes of Owners of Lots entitled to use those Limited Common Areas;

(iii) the exchanged properties and other considerations are of like value and utility;

(iv) the acreage and configuration of the remaining Common Area (including real property to be received by the Association in such exchange) equals or exceeds the requirements of the Code; and

(v) the exchange is approved by the applicable Governmental Entity, if required by the Code.

(f) The right of the Association to sell, lease, convey or dispose of any personal property owned by the Association.

Section 2. Delegation of Use.

(a) Family. The right and easement of use and enjoyment granted to every Owner by Section 1 of this Article may be exercised by members of the Owner's family who occupy the Dwelling of the Owner within the Property as their principal residence in Kershaw County, South Carolina.

(b) Tenants. Subject to the provisions of this Declaration, the right and easement of use and enjoyment granted to every Owner by Section 1 of this Article may be delegated by such Owner to his/her tenants who occupy such Owner's Dwelling as their principal residence.

(i) Any Owner who rents or leases his or her Lot to a tenant shall not be entitled to use and enjoy any Amenity or other common facilities on the Common Area during the period the Lot is occupied by such tenant.

(ii) No Owner shall lease or rent less than an entire Lot. Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between an Owner and a tenant shall be in writing and shall provide that (A) it is in all respects subject to the provisions of the Governing Documents and all other laws, ordinances and regulations, (B) any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease, [and (C) shall be for a term of not less than six (6) months.] However, the failure of any lease or rental agreement to contain the provisions required by this paragraph shall not excuse any person from complying with the provisions of the Governing Documents. No Owner shall place a “For Rent” sign or other such similar sign on its Lot to advertise the Lot for rent.

(iii) In the event an Owner shall rent or lease his, her, or its Lot, such Owner shall immediately give to the Association in writing:

- (1) the name of the tenant and the Lot rented or leased;
  - (2) the current address of such Owner;
  - (3) a true and complete copy of the lease or rental agreement;
- and
- (4) the certification of the Owner that the tenant has been given a copy of this Declaration, any applicable amendments, the Bylaws and the Rules and Regulations and that such tenant has been advised of any obligations that Person may have thereunder as a tenant.

(iv) In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay regular and Special Assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.

(v) With respect to any tenant or any person present on any Lot other than the Owner and the members of the Owner’s immediate family permanently residing with the Owner on the Lot, if such Person shall materially violate any provision of the Governing Documents, or shall create a nuisance or be an unreasonable and continuous source of annoyance to the Owners or shall willfully destroy Common Area property or personal property of the Association, then upon written notice by the Association such Person shall be required to immediately leave the Property and if such Person does not do so, the Association is authorized to commence an action to evict such Person and, where necessary, to enjoin such Person from returning. The expense of such action including attorneys’ fees may be assessed against the applicable Owner and collected as an Individual Special Assessment. The foregoing is in addition to any other remedy available to the Association. The Association shall provide notice to the Owner of a leased Lot concurrently with any notices sent to the tenant of such Lot (provided, however, that the Association’s failure to send such duplicate notice shall not abrogate any right or remedy of the Association), and such Owner shall have the right to participate in any hearing or eviction proceeding. The right of eviction provided for

herein shall be included in all leases or rental agreements between an Owner and a tenant, but the omission from a lease or rental agreement of such provision shall not affect the Association's right to evict as permitted herein.

(vi) [Notwithstanding the foregoing, no Owner shall be permitted to lease or rent his, her, or its Lot for hotel or transient purposes. As used herein, the term "hotel or transient purposes" shall mean a lease of the residence located on the Lot for a period of less than six (6) months.]

(c) Guests. The right and easement of use and enjoyment granted to every Owner by Section 1 of this Article may be delegated to permitted guests of such Owners, tenants or contract purchasers, subject to such Rules and Regulations as may be established by the Board of Directors.

(d) No delegation pursuant to this Section 2, shall release an Owner from his or her obligations under this Declaration, including, without limitation, the obligation to pay Annual Assessments, Individual Special Assessments (if applicable), Neighborhood Assessments, Limited Common Expense Assessments, and Special Assessments. Upon request, each Owner or tenant shall notify the Declarant, during the Declarant Control Period, and thereafter the Secretary of the Association of the names of all persons to whom such Owner or tenant has delegated any rights of use and enjoyment of the Common Area and the relationship that each such person bears to such Owner or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as the rights of Owners.

Section 3. Conveyance of Common Area to the Association. Declarant covenants, for itself, its successors and assigns, that it will convey to the Association title to those portions of the Common Area to be owned in fee by the Association, and the Association agrees to accept each such conveyance. Declarant hereby reserves and grants (regardless of whether or not such reservation and grant is specifically set forth in such deed), for itself and its successors and assigns, an easement over, under, across and through the Common Area so long as it owns any Lot or Development Parcel within the Property, for the purpose of constructing any Improvements on the Common Area and/or the Lots as it deems necessary or advisable. Except as otherwise stated herein, all conveyances by the Declarant to the Association shall be free and clear of all encumbrances and liens (including statutory liens of laborers and materialmen pursuant to Article Chapter 5 of Title 29 of the SC Code) except this Declaration, the Development Agreement, the Easement Agreement, restrictive covenants applicable to the Community, utility, drainage, greenway, conservation, and other easements of record or shown on the recorded Maps of the Property (including but not limited to those listed on Exhibit C attached to this Declaration and incorporated in it by this reference), and the lien of *ad valorem* taxes not yet due and payable. Any Improvements placed on the Common Area by Declarant shall become the property of the Association upon completion of such Improvements, except utilities owned and maintained by a Governmental Entity, or a public or private utility company. Title to the Common Area in each phase or section of the Property shall be conveyed to the Association not later than the time required by applicable Legal Requirements.

Section 4. Special Declarant Rights. Declarant reserves and the use of the Property by Owners is subject to Declarant's right to exercise Special Declarant Rights.

**ARTICLE V  
COVENANT FOR ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot or Development Parcel, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (or to any Person who or which may be designated by the Association to collect such monies) all Assessments and other charges required by this Declaration including, without limitation, (i) Annual Assessments (as set forth in Section 3 of this Article V), (ii) working capital fund payments required by Section 12 of this Article V, (iii) Special Assessments (as set forth in Section 6 of this Article V), (iv) Individual Special Assessments, including, without limitation, fines for violations of this Declaration or other Governing Documents and assessments levied against Owners for misuse and damage to the Common Property by an Owner or his family members, tenants, agents, contractors and guests (as set forth in Section 7 of this Article V); (v) Neighborhood Assessments (as set forth in Section 8 of this Article V); (vi) Limited Common Expenses Assessments (as set forth in Section 5 of this Article V); and (vii) late payment charges, interest on unpaid assessments and costs of collection (including, without limitation, fees on dishonored checks, court costs, and attorneys' fees) to be established and collected by the Association as provided herein. All assessments which are unpaid when due, together with interest and late charges set forth in Section 10 of this Article V and all costs of collection, including, without limitation, reasonable attorneys' fees, shall be a charge on the Lot of such Owner, and, shall be a continuing lien against the Lot against which such assessment is made. Such lien shall attach to the Lot only if an assessment against the Lot remains unpaid for at least thirty (30) days and a claim of lien ("Claim of Lien") is filed by the Association in the Office of the Clerk of Court for Kershaw County, South Carolina. Once filed, a Claim of Lien secures all sums due to the Association through the date filed and any sums due the Association thereafter. All fees, charges, late charges and other amounts payable to the Association under this Declaration or as a result of arbitration, mediation or judicial decision are subject to the Claim of Lien. Each such assessment or charge, together with interest and costs of collection, shall also be the personal or corporate obligation of the Person owning such Lot at the time when the assessment fell due, but such personal or corporate obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them; however, such assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents and occupants of the Community and, in particular, for (i) acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area; (ii) maintenance, repair and reconstruction of the Common Area and Improvements thereon including, without limitation, the Amenities, Stormwater Control Facilities thereon, and including, without limitation, the cost of inspection thereof and repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision thereof; (iii) payment of taxes and public assessments levied against Common Property owned in fee by the Association; (iv) procurement of insurance; (v) employment of attorneys, accountants, engineers, management agents and other Persons for Association business; (vi) payment of principal and interest on funds borrowed by the Association; (vii) reserve funds; and (viii) such other needs as may arise, in each case, except to the extent the same is solely the obligation of an Owner.

Section 3. Annual Assessments. The Board of Directors shall adopt, as soon as practicable, a budget for the Association for the period that lasts from the creation of the Association until such time as the Board of Directors adopts a revised budget for future calendar years, and from such budget the Board of Directors will establish the initial annual assessment for the period of time that lasts from the creation of the Association until such time as the Board of Directors adopts a revised budget for future calendar years.

Beginning on January 1, 20\_\_\_\_\_, and thereafter, the annual assessments shall be based on a budget approved under the provisions set forth in Section 4 below.

The annual assessment for all Class B Lots and Development Parcels owned by the Class B Members shall be *zero*, provided, however, that any Lot which contains a Dwelling occupied as a residence shall be assessed at the Class A Lot rate and Declarant shall be obligated to pay any operating deficit pursuant to Section 13 of this Article.

The annual assessments for each Class C Lot shall be one-half of the Assessments paid by Class A Lots until a certificate of occupancy is issued for a Dwelling (other than a model home) upon a Class C Lot, at which time the Owner of the Class C Lot shall be assessed and pay a Class A Lot rate.

Section 4. Date of Commencement of Annual Assessments; Ratification of Budgets; Certificate of Payment. Unless a different commencement date is set by the Board of Directors, the annual assessments provided for in Section 3 of this Article shall commence as to a Lot on the first day of the month after the Lot is conveyed by Declarant to an Owner (other than Declarant).

The Board of Directors shall adopt a budget for the Association at least annually. Within thirty (30) days after adoption of the budget, the Board shall send a copy of the budget to the Members. If the budget adopted by the Board provides for Annual Assessments greater than ten percent (10%) from the prior year, the budget adopted by the Board must be ratified and approved by the Members. If a budget requires Member approval, the Board shall give the Members written notice of a meeting (which shall include a copy of the proposed budget) to consider ratification of the budget, such meeting to be held not sooner than ten (10) days nor more than thirty (30) days after the mailing of such notice. Such meeting may, but need not be, combined with the annual meeting of the Members. There shall be no requirement that a quorum be present in order to vote on ratification of the budget (although a quorum must be present to vote on other matters). The budget shall be deemed ratified unless, at that meeting, Members having a majority of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until the Members ratify a subsequent budget proposed by the Board.

Except as otherwise provided in this Declaration, a Supplemental Declaration, or any Legal Requirements (e.g., additional or different stormwater assessments or different assessments pertaining to Limited Common Area and/or to a Neighborhood), annual assessments shall be fixed at a uniform rate for all Lots in each Class or sub-Class and may be collected on a yearly, semiannual, quarterly or monthly basis, as determined by the Board.

The Association shall, upon demand and for such reasonable charge as the Board may determine, furnish a certificate signed by an officer of the Association, or the management company employed by the Association, setting forth whether the assessments for a specific Lot have been paid. If such certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment.

Section 5. Limited Common Expenses Assessments. Declarant reserves the right, by a Supplemental Declaration, or any other declaration applicable only to certain phases or Classes within the Property, to subject portions of the Property to provisions requiring the Owners thereof to pay additional annual assessments and special assessments to the Association for Limited Common Expenses which shall include but not be limited to the costs related to the maintenance of Limited Common Area, including, without limitation, related Stormwater Control Facilities and private streets, private rights-of-way, private alleys, and private alley easements on such Limited Common Area.

All of the provisions of this Declaration relating to Special Assessments shall apply to the additional Special Assessments for Limited Common Expenses, with the following exceptions: (i) the additional assessments with respect to any particular Limited Common Expenses are assessed only against the Owners of the portion of the Property associated with such Limited Common Expenses; (ii) the initial additional maximum annual assessment and additional annual assessment for each Lot associated with such Limited Common Expenses shall be established in the Supplemental Declaration that creates or establishes that Limited Common Expenses or the obligations associated therewith; (iii) the actual additional annual and special assessments may vary from phase to phase, section to section; and (iv) the additional annual and special assessments for portions of the Property in any particular phase, section or Class within the Property shall be used exclusively in connection with the Limited Common Expenses associated with that phase, section or Class.

Section 6. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for the purpose of defraying, in whole or in part, the cost of non-payment of any assessments to the Association by the Persons liable, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, for repayment of indebtedness and interest thereon, or for any other non-recurring cost, *provided that* (i) any such assessment shall have been approved by the Declarant during the Declarant Control Period, (ii) the special assessment for Class B Lots owned by the Class B Members and for Class C Lots owned by a Builder and not occupied as a residence shall always be zero, and (iii) in any fiscal year Special Assessments which exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year may not be levied without the vote or written consent of sixty-seven percent (67%) of the total votes of the Association. The Declarant and, after the end of the Declarant Control Period, the Association, may not assess a special assessment against any Development Parcel unless the special assessment benefits such Parcel. Except as otherwise provided in this Declaration, a Supplemental Declaration, or the Legal Requirements, special assessments shall be fixed at a uniform rate for all Lots within each Class or sub-Class and may be collected on a yearly, semiannually, quarterly or monthly basis, as determined by the Board of Directors. Special assessments shall be collected in the same manner and shall constitute a lien to the same extent as other assessments against the Lot or Development Parcel.

Section 7. Individual Special Assessments. The Board of Directors may, without vote of the Members, levy an individual special assessment against any Lot or Development Parcel applicable only to that Lot or Development Parcel, for expenses incurred by the Association with regard to such Lot including, without limitation, expenses incurred under Article VI hereof. Any fine imposed against an Owner pursuant to Sections 10 and 17 of this Article V shall also constitute an individual special assessment against such Owner's Lot. Individual special assessments shall be collected in the same manner and shall constitute a lien to the same extent as other assessments against the Lot. Notwithstanding the foregoing, the Association may not levy an individual special assessment against Declarant without the prior written consent of Declarant.

Section 8. Neighborhood Assessments. The Board may levy assessments against the property in a particular Neighborhood to fund Neighborhood Expenses. Neighborhood Assessments shall be levied as specifically budgeted from time to time by the Board of Directors for expense items such as maintenance, insurance or special services. In addition, the Board shall levy a Neighborhood Assessment upon the request of the Owners holding two-thirds (2/3) of the total association vote applicable to Lots within a Neighborhood.

Section 9. Enforcement of Liens. (a) Any Assessment attributable to a Lot which remains unpaid for a period of 30 days or longer shall constitute a lien on that Lot when a Claim of Lien is filed in the Office of the Clerk of Court of Kershaw County. All Assessments, charges, late charges, interest, costs and expenses related to the Claim of Lien and enforcing its rights under this Declaration, including but not limited to related attorneys' fees and court costs and costs resulting from arbitration, mediation or judicial decision, are subject to the Claim of Lien.

(b) Prior to filing a Claim of Lien, the Association must make reasonable and diligent efforts to ensure that its records contain the current mailing address of the delinquent Owner (the "Delinquent Owner"). No fewer than 15 days prior to filing the Claim of Lien, the Association shall mail a statement of the past due Assessments (the "Delinquent Assessments") to the Delinquent Owner by first-class mail to the physical address of the Lot owned by Delinquent Owner, and the Delinquent Owner's address of record with the Association and, if different, to the address for the Owner of the Lot as shown on the Kershaw County tax records. If the Delinquent Owner is a corporation or limited liability company, the statement shall also be sent by first-class mail to the mailing address of the registered agent for the corporation or limited liability company on the records of the South Carolina Secretary of State. Notwithstanding anything to the contrary in this Declaration, the Association is not required to mail a statement to an address known to be a vacant Lot on which no dwelling has been constructed or to a Lot for which there is no United States postal address.

(c) A Claim of Lien shall set forth the name and address of the Association, the name of the record Owner of the Lot at the time the Claim of Lien is filed, a description of the Lot, and the amount of the lien claimed. A Claim of Lien may be enforced and foreclosed like a mortgage under Chapter 3, Title 29 of the SC Code. The first page of the Claim of Lien shall contain the following statement in print that is boldface, underlined and/or capital letters and no smaller than the largest print used elsewhere in the document:

**"THIS DOCUMENT CONSTITUTES A LIEN AGAINST YOUR PROPERTY, AND IF THE LIEN IS NOT PAID, THE HOMEOWNERS ASSOCIATION MAY PROCEED WITH**

FORECLOSURE AGAINST YOUR PROPERTY IN LIKE MANNER AS A MORTGAGE UNDER SOUTH CAROLINA LAW.”

The person signing the Claim of Lien on behalf of the Association shall attach to and file with the Claim of Lien a certificate of service attesting to the attempt of service on the record owner, which service shall be attempted in accordance with Rule 4 (“Rule 4”) of the South Carolina Rules of Civil Procedure, for service of a copy of a summons and complaint. If the actual service is not achieved, the person signing the Claim of Lien on behalf of the Association shall be deemed to have met the requirements of this subsection if service has been attempted pursuant to both Rule 4 and by mailing a copy of the Claim of Lien by regular, first-class mail, postage prepaid to the physical address of the Lot and the Delinquent Owner’s address of record with the Association, and, if different, to the address for the Delinquent Owner shown on the county tax records for the Lot. In the event that the Delinquent Owner of record is not a natural person, and actual service is not achieved, the person signing the Claim of Lien on behalf of the Association shall be deemed to have met the requirements of this subsection if service has been attempted once pursuant to the applicable provisions of Rule 4. Notwithstanding anything to the contrary in this Declaration, the association is not required to mail a Claim of Lien to an address which is known to be a vacant lot on which no dwelling has been constructed or to a lot for which there is no United States postal address. A lien for Delinquent Assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the filing of the Claim of Lien in the Office of the Clerk of Court.

(d) A Claim of Lien filed under this section is prior to all liens and encumbrances on a Lot except (i) liens and encumbrances, specifically including, but not limited to, a mortgage on the Lot, recorded before the filing of the Claim of Lien in the Office of the Clerk of Court, and (ii) liens for real estate taxes and other governmental assessments and charges against the Lot. This subsection does not affect the priority of mechanics’ or materialmen’s liens.

(e) The Association shall be entitled to recover the reasonable attorneys’ fees and costs it incurs in connection with the collection of any sums due.

(f) If the delinquent Assessments are not paid within thirty (30) days after service of the Claim of Lien is made as required above, the Association may foreclose the Claim of Lien like a mortgage. Any person, including the Association, may bid at the foreclosure sale. If the Association is the high bidder at the sale, the Association may pay the costs and expenses of the sale and apply a credit against the sums due by the Delinquent Owner to the Association in lieu of paying the bid price in full.

(f) The provisions of this Section 9 do not prohibit or prevent the Association from pursuing other actions to recover the sums due the Association by the Delinquent Owner or from accepting a deed in lieu of foreclosure. Where the holder of a first mortgage of record or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of a first mortgage, the purchaser and its heirs, successors, and assigns shall not be liable for the Assessments against the Lot which became due prior to the acquisition of title to the Lot by the purchaser. The unpaid Assessments shall be deemed to be Common Expenses collected from all Owners, including the purchaser, its heirs, successors and assigns.

Section 10. Effect of Nonpayment of Assessments; Remedies. An assessment not paid within ten (10) days after the due date shall incur such late charge as the Board of Directors may from time to time establish, and, if not paid within thirty (30) days after the due date, shall also bear interest from the due date at a rate established by the Board of Directors from time to time, but in no event shall such rate be greater than fifteen percent (15%) per annum or the maximum rate allowable by law, whichever is less. All assessments remaining unpaid after thirty days (30) days from the date on which they were due, together with late charges, interest, and the costs of collection thereof, including attorneys' fees, shall be a charge on the Owner's Lot as an Individual Special Assessment and, upon filing of a Claim of Lien in the office of the Clerk of Court for Kershaw County as provided above, shall be a continuing lien upon the Lot against which such Assessment is made until paid in full and shall have priority over all liens and claims created subsequent to the filing of such claim of lien except for (i) ad valorem tax liens on such Lot, (ii) assessments on such Lot in favor of any municipal government and (iii) the lien of any first lien mortgage, deed of trust or other lien of any other encumbrance recorded before the docketing of the claim of lien in the office of the Clerk of Court. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot for which such assessment is due, and shall have the right and power to take such action as is necessary to conduct such foreclosure and collect such past due amounts. If more than one Person held an ownership interest in the Lot at the time the assessment or other charge first became due, then each Person shall be both jointly and severally liable. Interest, late payment charges, costs and reasonable attorneys' fees of such action or foreclosure shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or by abandonment of his Lot. All remedies set forth in this Declaration shall be cumulative of any remedies available at law and in equity.

Section 11. Subordination of the Lien to Mortgages. The liens provided in this Declaration shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien; however, the sale or transfer of a Lot pursuant to foreclosure of a first mortgage or first deed of trust or any bona fide, good faith proceeding in lieu thereof shall extinguish the lien of any assessments which become due prior to the date of conveyance pursuant to such foreclosure. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for in this Declaration shall continue to be subordinate to the lien of any first mortgage or first deed of trust.

Section 12. Working Capital Fund. The Association shall collect from each initial purchaser of a Lot (other than sales from Declarant to a Builder in which case the working capital contribution shall be paid to the Association upon conveyance by Builder of its Lot to an Owner), and upon each resale of the Lot thereafter, at settlement of such Lot, a non-refundable working capital contribution in an amount as may be determined by the Board from time to time. The purpose of the working capital fund is to ensure that the Association will have adequate cash available to meet its operating expenses or to acquire additional equipment or services deemed by the Board of Directors to be necessary or desirable. Amounts paid to the Association pursuant to this Section shall not be considered as an advance payment of any regular or special assessment.

Section 13. Declarant's Obligation to Fund Operating Deficits; Assessment Credit. During the Declarant Control Period, Declarant shall be obligated to fund any Operating Deficit. Declarant, at its option, may fund the Operating Deficit by any one or more of the following means: (i) contribution to the Association; (ii) payment directly to a person or entity providing the services or materials to the Association, or (iii) providing, directly or indirectly, to or for the Association, services or materials related to Common Expenses (the value of which shall be determined by the Board in its reasonable discretion, giving due consideration to what the fair market value of such services or materials would be if they had been furnished by a Person other than Declarant). The amount and character (contribution, payment or in-kind) of such payment by Declarant will be conspicuously disclosed as a line item in the budget and made known to the Owners.

Declarant's obligation to fund Operating Deficits may be enforced against the Declarant and collected by the Association in the same manner as enforcement and collection of assessments applicable to other Owners.

After the end of the Declarant Control Period, the Declarant, at its sole option, may receive an assessment credit toward payment of annual assessments due and payable by Declarant thereafter for Lots and Development Parcels owned by Declarant, in an amount equal to the aggregate of the Operating Deficits paid by Declarant as provided herein. Declarant may not charge or collect interest or any other charge or fee on any monies paid by the Declarant for Operating Deficits. As determined by Declarant, the assessment credit may be applied to payment of all annual assessments due from Declarant after the end of the Declarant Control Period until it has been credited in full.

Section 14. Intentionally Deleted.

Section 15. Intentionally Deleted.

Section 16. Reserve Account. The Association shall establish a separate reserve account to fund major repairs to and replacements of Common Area including, without limitation, major repair or replacement of Stormwater Control Measures and Public Sidewalks. Each annual budget shall show the amount to be placed in reserve for each category for which reserves are to be held.

Section 17. Fines. Subject to the provisions of this Declaration and the Governing Documents, the Board of Directors shall have the right and authority to levy fines or, after Notice and Opportunity for Hearing, suspend privileges or services provided by the Association for reasonable periods for the violation of any provision of this Declaration and other Rules and Regulations promulgated by the Board of Directors pursuant thereto, provided, however that the right of access and support, the right to drain stormwater and the right to use Stormwater Control Measures, private streets, and private utility services provided to the Lot through easements in Common Area, shall not be suspended for violation of the Association's Rules and Regulations. Any monetary fine shall be deemed an individual special assessment against the Lot of the Owner against whom such fine is assessed.

**ARTICLE VI  
MAINTENANCE OF LOTS AND COMMON AREA**

Section 1. Regulation and Maintenance of Common Area and Common Area Easements. It is the intent of Declarant that the Common Area (whether owned by the Association in fee or by easement) be preserved to the perpetual benefit of the Owners within the Community. To that end, the Declarant, by recording any Plat of any phase or section of the Property, grants to the Association an easement over and across any portion of any Lot within such phase or section on which a Common Area Easement lies for the purpose of enabling the Association to take any action permitted by subsections (b) and (c) of this Section 1 or by Article VI of this Declaration.

(a) Rights and Responsibilities of the Lot Owners. Each Owner of a Lot upon which a Common Area Easement lies shall pay all property taxes and other assessments levied against his Lot, including that portion of such tax or assessment as is attributable to such Common Area Easement. Notwithstanding any other provision of this Declaration, no Owner or other Person shall, without the prior written consent of the Association: (i) remove any trees or vegetation from any Common Area or area designated as a tree save or similar area on any Plat; (ii) erect gates, fences, buildings or other structures on any Common Area; (iii) place any garbage receptacles on any Common Area; (iv) fill or excavate any Common Area or portion thereof; or (v) plant vegetation on or otherwise restrict or interfere with the use, maintenance and preservation of the Common Area.

It is the intent of the Declarant that a Common Area Easement be maintained in the same condition as when the Lot upon which such easement lies was conveyed to an Owner (other than the Declarant), except for changes authorized in writing by the Declarant or the Association. If an Owner of a Lot on which a Common Area Easement lies fails to maintain the easement area as provided herein, whether by act or omission, the Association shall have the right to enter upon such Owner's Lot for the purpose of maintaining same and shall have the right to charge such Owner for the costs of such maintenance, which costs, including a 15% administrative fee, if not paid within thirty (30) days after demand for payment is made by the Association, shall be deemed an individual special assessment against such Owner's Lot and shall be collected and shall incur the late charges, interest and costs of collection as set forth in Section 9 of Article V of this Declaration.

(b) Maintenance by the Association. The Association shall have the right and obligation to ensure that the Common Property and Common Area are preserved to the perpetual benefit of the Owners and, to that end, shall: (i) maintain the Common Area, including any Improvements thereon, in its natural or improved state, as appropriate, and keep it free of impediments to its free use by the Owners, subject, however, to easements of record and any limitations on such use provided in the Development Agreement, Code and other Legal Requirements, this Declaration, and the Rules and Regulations; (ii) maintain, repair and replace property within any Neighborhood to the extent designated in any Supplemental Declaration affecting the Neighborhood and assumed by the Association, (iii) pay all property taxes and other assessments levied against all Common Property owned in fee by the Association; and (iv) procure and maintain adequate blanket property insurance covering all insurable Improvements within the Common Property.

(c) Association's Right of Entry. The Association and its employees, agents, contractors and subcontractors shall have a nonexclusive right and easement at all times to enter upon any portion of a Lot reserved or designated as a Common Area Easement, and any other portion of the Lot to the extent reasonably necessary to gain access to and maintain the Common Area Easement and any Improvements therein, including maintenance to be done by the Owner as provided in subsection (a) above, and no such entry shall be deemed a trespass. To the extent practicable, the Association shall give reasonable oral notice to the Owner or occupant of such Lot.

Section 2. Property Manager. The Association is authorized to engage the services of any person, firm, or corporation, to act as managing agent or property manager of the Association, at a compensation level to be established by the Board, and to perform all of the powers and duties of the Association (the "Property Manager"). The Property Manager has the same meaning as a "homeowners association management company" in the Act. The Property Manager may be an affiliate of Declarant. The Association's contract with the Property Manager shall be terminable by the Association with or without cause upon ninety (90) days prior written notice without payment of a termination fee.

Section 3. Owner's Responsibility; Remedy for Owner's Failure to Maintain. Except as may be expressly set forth in a Supplemental Declaration with respect to a Neighborhood, each Owner shall keep his, her, or its Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, except for those Improvements which the Association is responsible for maintaining as provided in this Declaration. If an Owner does not make any repair or perform any maintenance required of such Owner, the Association shall have the right (but not the obligation), through its agents and employees, by the affirmative vote of a majority of the Board of Directors, to enter upon such Lot and to repair, maintain and restore the Lot and/or the exterior of any Dwelling or other structure erected thereon, and the cost of such maintenance, plus a surcharge of 15% for administration, shall be assessed as an Individual Special Assessment. Prior to such entry, the Association shall give written notice to the Owner stating: (i) the specific item(s) needing maintenance; (ii) the corrective action to be taken; (iii) a time, not less than 15 calendar days after the date of the notice, in which the Owner is to perform the necessary maintenance; and (iv) a statement that, if the Owner fails to perform the maintenance within such period, the Association will exercise its right to perform the maintenance and that the Owner will be assessed with the costs thereof as provided in this Article VI.

Section 4. Assessment of Cost. In the event that the Association performs maintenance on any Lot as provided in this Article VI hereof, the cost of any such maintenance, replacement or repairs (including the administration fee) shall be assessed against the Lot upon which such maintenance is done and shall be added to and become an Individual Special Assessment against such Lot.

Section 5. Standard of Performance. Responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Rules and Regulations and all applicable covenants.

Section 6. Party Walls and Party Fences.

(a) General Rules of Law to Apply. Each wall or fence built as a part of the original construction which shall serve and separate any two adjoining Dwellings shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the party wall or fence in equal proportions.

(c) Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by and repaired out of the proceeds of insurance, any Owner who has used the party wall or fence may restore it. If the other Owner or Owners thereafter make use of the party wall or fence, they shall contribute to the cost of restoration in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

## **ARTICLE VII INSURANCE**

Section 1. Association Insurance. The Association, acting through its Board, shall procure, keep and maintain the following:

(a) "All-risk" property insurance, if reasonably available, for all insurable Improvements on Common Areas, in an amount not less than one hundred percent **[(100%)]** of the replacement cost of all such Improvements at the time such insurance is purchased and at each renewal of it and including a commercially reasonable deductible not in excess of \$10,000.00;

(b) Commercial general liability insurance in such commercially reasonable limits as the Board may, from time to time, determine, but in no event less than \$1,000,000.00 combined single limit for bodily injury and property damage and \$3,000,000.00 limit per occurrence, covering the Association and its Members against any loss or damage suffered by any Person, including the Owner of the Lot upon which Common Area lies, resulting from use of the Common Area;

(c) Commercial crime insurance, including fidelity insurance or a fidelity bond covering all persons responsible for handling Association funds, and naming the Association as the named insured and written in an amount as may be determined by the Board but in no event less than one-half of the annual budgeted amounts of annual assessments plus one hundred percent of any reserve accounts of the Association;

(d) Workers compensation insurance if and to the extent required by applicable law;

(e) Directors' and officers' liability coverage in such commercially reasonable limits as the Board may, from time to time, determine but in no event less than \$1,000,000; and

(f) Such additional insurance as the Board, in its business judgment, determines advisable and is reasonably available or otherwise required by applicable law. The Board shall, at least annually, review the insurance coverage required in this Declaration and determine the current replacement cost of such Improvements and fixtures and personal hazards covered by a standard extended coverage endorsement, windstorm and water damage, vandalism and malicious damage and all perils covered by a standard "all risk" endorsement. Notwithstanding anything to the contrary contained herein, during the Declarant Control Period, the Declarant reserves the right to include the insurance obligations of the Association within a master insurance program controlled by the Declarant and upon doing so, the insurance obligations provided for under this Declaration shall be deemed satisfied. By virtue of taking title to a Lot within the Community, each Owner acknowledges that neither the Association nor Declarant has any obligation to provide any insurance for any portion of such Lot nor any Dwelling nor other property located thereon.

The policies may contain a reasonable deductible and the amount of the deductible shall not be subtracted from the face amount of the policy in determining whether the insurance meets the minimum coverage required. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense, as applicable. However, if the Board reasonably determines after Notice and Opportunity for Hearing, that the loss is the result of the negligence or willful conduct of one or more Owners, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lot(s) as an Individual Special Assessment pursuant to Section 8 of Article V. All policies carried by the Association pursuant to this Section 1 shall be written in the name of the Association as trustee for the benefitted parties. Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related hereto if required by law and the provisions of such lender's security instrument. To the extent available, insurance policies obtained by it shall include (i) a waiver of subrogation by the insurer as to any claims against the Board, officers, employees and Property Manager, the Owners and their tenants, servants, agents and guests, (ii) a statement that no policy may be canceled, invalidated, suspended or subjected to non-renewal on the account of one or more individual Owners, (iii) a statement that any "other insurance" clause in any policy excludes individual Owners' policies from consideration; and (v) a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

Section 2. Owner's Insurance. Every Owner shall maintain in full force and effect at all times (A) fire and hazard insurance from an insurer reasonably approved by the Board, in an amount equal to the full replacement value of his, her, or its Dwelling, and (B) public liability insurance with limits of no less than Three Hundred Thousand and no/100 Dollars (\$300,000.00) per occurrence. The Board of Directors shall evaluate the liability insurance coverage limit provided in this Declaration every five (5) years and may increase it (but not decrease it) if the Association's insurance consultant recommends an increase of more than ten percent (10%) of the limits then in place in order to make the required limits conform to then reasonable liability insurance requirements for a single family residence in the greater Columbia, South Carolina, area. All policies shall name the Declarant and the Association as additional insureds as their interests

appear and copies of each Owner's policies and renewals of such policies shall be furnished to Declarant and Association. If any Owner shall fail to maintain such insurance, the Board is authorized to obtain such insurance in the name of the Owner from an insurer selected by the Board, and the cost of such insurance shall be an individual special assessment of the Owner and shall constitute a lien against his Lot until paid as a result of enforcement by the Association or otherwise.

## **ARTICLE VIII RIGHTS OF LENDERS**

Section 1. Books and Records. Any holder of a first mortgage on any Lot which mortgage was made in good faith and for value, shall have the right, during normal business hours, to examine copies of this Declaration, the Articles of Incorporation, the Bylaws, and the books and records of the Association and, upon written request to the Association, to receive a copy of the financial statement for the immediately preceding fiscal year.

Section 2. Notice to Lenders. Upon written request to the Association, the holder of a first mortgage on any Lot shall be entitled to timely written notice of:

(a) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot securing its loan.

(b) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(c) Any proposed action that requires the consent of a specified percentage of owners or holders of first mortgages on the Lots.

(d) Any condemnation or casualty loss that affects either a material portion of the Community or the Lot securing its mortgage.

Section 3. Approval of Holders of First Mortgage. Unless at least seventy-five percent (75%) of the holders of first mortgages who have requested notice as provided in Section 2 above have given their prior written approval, the Association shall not:

(a) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer any real estate or Improvements thereon which are owned, directly or indirectly, by the Association. Neither the granting of easements for utilities or other purposes as provided in Section 1(c) of Article IV hereof, nor the exchange of real property as provided in Section 1(e) of said Article IV hereof, shall be deemed a transfer within the meaning of this subsection (a). Notwithstanding anything herein to the contrary, the property owned by the Association, whether in fee, by easement, or otherwise, shall be preserved to the perpetual benefit of the Owners or of the public in general and shall not be conveyed except to the Governmental Entity or to a nonprofit entity organized for purposes similar to those of the Association;

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;

(c) Fail to maintain hazard insurance on insurable Improvements on the Common Property on a current replacement cost basis in an amount not less than one [hundred percent (100%)] of the insurable value; or

(d) Use the proceeds of any hazard insurance policy covering losses to any part of the Common Property for other than the repair, replacement, or reconstruction of the damaged Improvements or, for distribution to the Owners, provided, however that except in the event of a termination of the Community, any distribution to Owners shall be in the form of a credit toward current or future assessments due from the Owners of the Association.

(e) Notwithstanding the provisions of this Section 3, Declarant shall not be required to obtain the consent of any mortgagee in connection with the exercise of its Special Declarant Rights including but not limited to the withdrawal of Property.

Notwithstanding the foregoing, during the Declarant Control Period, Declarant may do any of (a), (b), (c), or (d) without obtaining the approval of such holders of first lien deeds of trust.

Section 4. Payment of Taxes and Insurance Premiums. The holders of first mortgages on Lots, jointly or singly, may pay taxes or other charges which are in default and which have or may become a charge or lien against any of the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy covering property owned by the Association. The Person(s) making such payments shall be owed immediate reimbursement therefor by the Association.

Section 5. Collection of Assessments. No Mortgagee shall have any obligation to collect any assessment under this Declaration.

## ARTICLE IX EASEMENTS

In addition to all other easements granted or reserved elsewhere in this Declaration, Declarant hereby grants and/or reserves, the following non-exclusive easements.

Section 1. Access and Utility Easements. In addition to the non-exclusive utility easements shown on any Maps recorded in the Registry by Declarant, Declarant hereby reserves for itself, so long as Declarant or an affiliate of Declarant owns any Property described on **Exhibit A** or Annexed Property described on **Exhibit B**, and grants to the Association, utility providers, and governmental authorities, easements for access, installation and maintenance, repair and replacement of driveway, walkway, water lines, sewer lines, natural gas lines, telephone, cable television, electric power transmission and other communication lines, storm water drainage facilities, and other public or quasi-public utility installations, street lights, pathways, and signage on property it owns or within easements designated for such purposes on recorded Maps of the Property. The Association may reserve and grant easements over the Common Area as provided in Article IV, Section 1(c), of this Declaration. Within any such easement herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of the utilities installed thereon, or which may change the direction of flow or drainage of water through drainage pipes or channels constructed in such

easements. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot by the recording of appropriate instruments in the Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten foot (10') right-of-way over, under and along the front and rear line of each Lot for the installation and maintenance of poles, lines, conduits, meters, sewer clean-outs, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service, telecommunications, cablevision or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five-foot (5') right-of-way over, under and along the sidelines of each Lot for the aforementioned purposes.

An easement is also reserved for the benefit of the Declarant and the Association, and their respective successors and assigns, over, across and under those portions of Property shown and designated as "SDE", "COS", "SSE", "sign easement", "landscape easement", "public trail", "private trail", "sidewalk" or "drainage easement", or any similar designation, and any combination of the foregoing on any recorded Map of any portion of the Property for the purpose of installing, operating, repairing and maintaining, as appropriate, landscaping, irrigation system, entrance signage, fencing and Stormwater Control Measures in the easement area. No building, structure, fill, embankment, fence, driveway, planting, swing, or other obstruction shall be permitted in such area, other than those installed by the Declarant or the Association unless approved as provided in Article IX of this Declaration and, if required, by the Governmental Entity.

Declarant grants to and reserves for the Declarant, the Association, the Governmental Entity and their respective successors and assigns, an easement and right of ingress, egress and regress on, over and under the Property to maintain and correct drainage or surface water runoff in order to maintain reasonable standards of health, safety and appearance. Except in recorded tree conservation areas and in recorded permanently undisturbed opens space areas, such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action that it deems reasonably necessary or appropriate. After such action has been completed, the Person taking such action shall grade and seed the affected property and restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. The Person taking such action shall give reasonable notice of its intent to take such action to all affected Owners.

Section 2. Easement for Encroachments. In the event that any structure erected on a Lot encroaches upon any other Lot or the Common Area, and such encroachment was not caused by the purposeful act or omission of the Owner of such Lot, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Area or other Lot for so long as such encroachment shall naturally exist. In the event that any structure erected principally on the Common Area encroaches upon any Lot, then an easement shall exist for the continuance of such encroachment of such structure onto such Lot for so long as such encroachment shall naturally exist. The foregoing shall not be construed so as to allow any extension or enlargement of any existing encroachment or to permit the rebuilding of the encroaching structure, if destroyed, in a manner so as to continue such encroachment, except such encroachment as was in existence as of the date of conveyance of the Lot to an Owner other than the Declarant.

Section 3. Easements to Serve Additional Property. Declarant hereby creates and reserves for itself and its duly authorized agents, representatives, and employees, as well as its successors, assigns, licensees, and Mortgagees, an easement over Common Area for the purpose of enjoyment, use, access, and development of the Annexed Property whether or not such Annexed Property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for the construction of roads and for connecting and installing utilities on the Annexed Property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of the Annexed Property. Declarant further agrees that if the easement is exercised for permanent access to the Annexed Property and the Annexed Property, or any portion of it, is not made subject to this Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving the Additional Property. Such agreement shall provide for sharing of costs based on the ratio that the number of Dwellings on that portion of the Annexed Property that is served by the easement and is not made subject to the Declaration bears to the total number of Dwellings within the Property subject to the Declaration.

Section 4. Easement over Common Area. A perpetual, nonexclusive easement over, under and through the Common Area is hereby granted to each Lot and its Owners, family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants or occupants, for the purpose of providing access, ingress and egress to, from and over the Common Area and for utilities serving such Lot. Any conveyance or encumbrance of such Common Area is subject to the easements granted herein.

Section 5. Association's Easement upon Lots. The Association shall have a right, license and easement to go upon any Lot for the purpose of fulfilling its obligations under the Governing Documents, and any other applicable laws, ordinances, rules and regulations, public or private, which the Association is obligated or permitted to enforce. Such easement shall include, without limitation, the right to go on any Lot to correct, repair or alleviate any condition which, in the opinion of the Board of Directors or of the manager employed by the Association, creates or may create an imminent danger to the Common Area or Improvements thereon. This reserved easement may be delegated to and exercised by all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Section 6. Easements for Private Contractors. The Association shall have the right to assign its rights and delegate its duties to any Person. In the event that the Association employs or engages any Person to provide security within the Property, perform inspections of Improvements, collect garbage, or perform any other function, an easement is established over the Common Area and every Lot for the benefit of such contractors for such purposes.

Section 7. Easements for Development. For so long as Declarant owns any real property within the Property, Declarant reserves an easement over the Property for the purpose of allowing Declarant, its successors and assigns, to develop the Property and construct Improvements thereon.

Section 8. Easement for Governmental Access. An easement is hereby established over the Common Area and every Lot for the benefit of applicable governmental agencies for installing, removing, and reading water meters; maintaining and replacing water, sewer and drainage facilities; and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection, and the delivery of mail.

Section 9. Private Roads. Declarant reserves and grants to the Association, the Property Manager and each Owner whose Lot is served by a Private Road, and to such Owner's family members, guests, invitees, tenants, agents, servants, successors and assigns, and to all governmental and quasi-governmental agencies and service entities having jurisdiction over the Property while engaged in their respective functions, a perpetual non-exclusive easement for vehicular and pedestrian access over and across Private Roads for the purpose of providing access, ingress and egress to and from each Lot that is served by the Private Road and the balance of the Property.

## ARTICLE X ARCHITECTURAL CONTROL

Section 1. Architectural Control. No Improvements, which shall include but not be limited to any building, fence, sign (including Lot identification signs), wall or other structure (including, without limitation, play equipment, patios, decks, tree houses, parking pads, sidewalks, swimming pool, mail box, play equipment, shed, and/or gazebo), shall be commenced, constructed, erected, placed, demolished, rebuilt, or altered upon a Lot, nor shall any exterior addition to or change or alteration thereof be made, nor shall a building permit for such improvement or change be applied for or obtained, nor shall any major landscaping or re-landscaping be commenced or made, including clearing or cutting of trees, color or painting of the exterior of a Dwelling (other than maintenance to and touching up painting to preserve the original exterior paint) until plans and specifications showing the nature, kind, shape, heights, materials, color and location of same ("Plans") shall have been submitted to and approved in writing by the Declarant (or, upon its creation pursuant to Section 4 of this Article, the Architectural Committee); provided, however, no approval shall be required with respect to maintenance, alterations and repairs solely to the interior of a Dwelling. If the Declarant fails to approve or disapprove such proposed Improvements within thirty (30) days after the plans and specifications have been received by it, the plans and specifications shall be deemed disapproved. Notwithstanding the prior sentence, upon the creation of the Architectural Committee, if the Architectural Committee fails to approve or disapprove such proposed Improvements within thirty (30) days after the plans and specifications have been received by it, the plans and specifications shall be deemed approved.

**The Declarant or Architectural Committee, as applicable, shall have the absolute and exclusive right to approve or disapprove Plans in its sole discretion and may approve or disapprove Plans based on purely aesthetic reasons, which in the sole discretion of the Architectural Committee shall be deemed sufficient. Absent an approval from the Architectural Committee the proposed alteration or improvement may not be commenced.** THE RESTRICTIONS HEREIN CONTAINED SHALL HAVE NO APPLICATION TO THE DEVELOPMENT, IMPROVEMENT, MAINTENANCE AND REPAIR OF THE PROPERTY BY DECLARANT OR BY THE ASSOCIATION, AND NEITHER THE BOARD NOR THE

ARCHITECTURAL COMMITTEE SHALL HAVE ANY POWER OR AUTHORITY TO REVIEW OR REQUIRE MODIFICATIONS TO THE PLANS FOR CONSTRUCTION OR INSTALLATION OF IMPROVEMENTS BY DECLARANT.

Section 2. Fee. Declarant shall have the right to charge a reasonable fee for receiving and processing each application and the right (but not the obligation), at the expense of the Owner seeking approval of the Improvements, to employ an engineer or other professional to review the plans for the Improvements.

Section 3. Architectural Guidelines. Declarant shall have the right (but not the obligation) to promulgate and from time to time amend the Architectural Guidelines, which shall provide written architectural standards and construction specifications for Improvements and may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color finish, roofing material, siding material, driveway material, landscape design and construction technique. In the event of a conflict between the Architectural Guidelines and the provisions of this Declaration, the provisions of the Architectural Guidelines shall control. Declarant shall not approve any Improvements which it determines, in its sole discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Community.

Section 4. Architectural Committee. Declarant may, at any time, delegate, in part or in full, the review and approval authority contained in this Article IX to the Board of Directors of the Association, which, in turn, may delegate such authority to an Architectural Committee composed of three or more persons appointed by the Board. Declarant shall delegate its rights and obligations hereunder as to then-existing structures no later than the end of the Declarant Control Period, but, unless specifically assigned by written instrument recorded in the Registry, Declarant shall have and shall exercise the rights set forth herein as to a Lot at all times *prior to* issuance of a certificate of occupancy or other certificate issued by the Governmental Entity or appropriate governmental entity for the Dwelling constructed on a Lot. In no event shall any plans submitted to Declarant for approval be deemed approved until Declarant has actually approved the same in writing.

Any use of the term “Declarant” in this Article IX shall be deemed to apply to Declarant, to any Person to whom or which Declarant delegates, in writing, authority for architectural approval and, when appropriate, to the Board of Directors or the Architectural Committee. Nothing herein shall be construed to permit interference with the development of the Lots by the Declarant.

Section 5. Procedure. At least sixty (60) days prior to the commencement of any construction on a Lot, the Plans for such Lot shall be submitted to the Declarant. Approval shall be subject to such regulations and architectural standards as may from time to time be promulgated by the Declarant. Within thirty (30) days after receipt of the Plans and any other requested information, the Declarant shall notify the Owner of the Lot in writing as to whether the Plans have been approved. Unless a response is given by the Declarant within thirty (30) days after receipt of all required information, the Plans shall be deemed disapproved. Notwithstanding the foregoing, upon the creation of the Architectural Committee, Plans shall be deemed approved

unless a response is given by the Architectural Committee within thirty (30) days after receipt of Plans and all other requested information. The response of the Declarant may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate, and the thirty (30) day time period for further Declarant response shall only commence upon receipt of the requested additional information. No construction shall be commenced until Owner has received Declarant's approval or approval is deemed given as set forth above. If an approval with conditions is granted and construction then begins, the conditions shall be deemed accepted by the Owner of the Lot, and the conditions imposed shall become a part of the approved Plans. No Improvements shall be constructed except in strict conformity with the approved Plans. The Declarant shall have the right to monitor construction of Improvements and investigate compliance with the approved Plans and is hereby granted the right to enter upon any Lot in order to do so.

Any Owner who submits Plans to the Architectural Committee, if created, and disagrees with the finding of the ARCHITECTURAL COMMITTEE may appeal the decision to the Board by giving written notice of appeal to the President of the Association within fifteen (15) days following its receipt of notice of denial. The Board shall review the Plans and hold a meeting to hear the case with the Owner and the Architectural Committee, if created, or its representative. At such meeting the Architectural Committee, if created, or its representative shall present to the Board specific reasons why the Plans were denied, and the Owner or his agent may present information challenging the findings of the Architectural Committee. The decision of the ARCHITECTURAL COMMITTEE shall only be overridden by a majority vote of the Board. Notwithstanding the foregoing, an Owner shall have no right to appeal decisions by the Declarant acting as the Architectural Committee.

All notices required to be given under this Section shall be given in writing and delivered by hand, mailed with prepaid postage or deposited with an overnight carrier (e.g. Federal Express, UPS, etc.). If the Architectural Committee denies an application, the Architectural Committee shall specify the particular grounds upon which denial of such application is based. If the Architectural Committee approves the application, one set of Plans, marked approved (or approved with specified conditions), shall be retained by the Architectural Committee, and the remaining two sets of Plans shall be returned to the applicant.

Section 6. Maintenance of Construction Activities. During the construction of any improvement to a Lot, the Lot, roads, landscaping and Common Areas and any buffer areas which are adjacent to the Lot shall be kept in a neat and orderly condition, free from any dirt, mud, garbage, trash, or other debris, so as not to cause an unsightly condition to exist or damage to occur and so as to keep all sediment resulting from land disturbance or construction confined to the respective Owner's Lot. Any damage to the street, curb, sidewalk or to any part of any Common Areas or utility system caused by an Owner or an Owner's builder shall be repaired by such Owner. Owners and their agents and employees shall adhere to the construction standards promulgated from time to time by the Association.

In the event the Owner or his agent, employee or contractor shall fail to maintain the Lot and adjoining areas, as specified herein, or damage occurs and such failure continues or damage remains unrepaired for seven (7) days following delivery of written notice thereof from Declarant or the Association, Declarant or the Association shall have the right, exercisable in its

sole discretion, to summarily abate any unsightly conditions, make needed repairs, and to remove any rubbish, refuse, unsightly debris and/or growths from the Lot, affected Common Area, and adjoining areas. In the event the Declarant or the Association, after such notice, causes the subject work to be done, the costs of such shall be reimbursed by the Owner to the Association and will become a continuing lien on the Lot until paid.

Section 7. Reconstruction of Residences. In the event of damage or destruction to a Dwelling by fire or other casualty, the Owner shall, within four (4) months after the damages are incurred, diligently commence to reconstruct such Dwelling as soon as reasonably possible and substantially in accordance with the original approved Plans; provided, however, that such residence shall be restored so that the exterior appearances thereof substantially resemble their appearances in form and in color prior to such damage or destruction. Notwithstanding the foregoing, however, any Owner of a damaged residence may request permission from the Declarant to reconstruct or repair his or her Dwelling in accordance with revisions in the Plans. The Declarant shall grant such requests only in the event that the proposed change or deviation will materially benefit and enhance the entire Property in a manner generally consistent with the plan and development thereof.

Section 8. Limitation of Liability. Review and approval of any applications pursuant to this Article IX is made on the basis of aesthetic considerations only and the Architectural Committee, Board of Directors and Declarant shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, the Architectural Committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

Section 9. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board, the Architectural Committee or the Declarant, Owners of the Lot upon which such work is occurring shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the land or Lot to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the nonconforming Lot and collected as an Individual Special Assessment pursuant to Article V, Section 7 of this Declaration.

Any contractor, subcontractor, agent, employee, or other permittee of an Owner who fails to comply with the terms and provisions of this Article may be excluded by the Board from the Community. In such event, neither the Association, its officers, or directors shall be held liable to any person for exercising the rights granted by this Section.

In addition to the foregoing, the Board shall have the authority and standing, on behalf of the Association, to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Declarant.

Section 10. Commencement and Completion of Construction. An Owner (excluding Declarant) shall commence construction of a Dwelling upon his/her/its Lot no later than six (6) months after conveyance of the Lot to Owner by Declarant and completed no later than one (1) year after conveyance of the Lot by Declarant to Owner. With respect to construction, reconstruction, replacement, repairs or other Improvements approved pursuant to Article IX other than approvals for the initial construction of a Dwelling and related Improvements on a Lot, construction of such approved Improvement shall be completed within six (6) months after such approval. In the event completion is delayed beyond one (1) year after the date of approval and provided that Architectural Committee notifies the Owner within thirty (30) days before the expiration of the one (1) year construction period, the Architectural Committee may, upon unanimous consent of the committee, rescind the original approval and require that the Owner resubmit plans for approval.

## **ARTICLE XI USE RESTRICTIONS**

Section 1. Land Use and Building Type. Except as specifically provided herein, Lots shall be used for residential purposes only. The Association shall not interfere with any Owner's freedom to determine the composition of his/her household, except that it may enforce reasonable occupancy limits. Except as permitted by the Governmental Entity, no trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except that the Declarant, Builders, Owners, real estate brokers and their agents may show Lots and homes for sale. The foregoing notwithstanding, it shall be expressly permissible for Owners to conduct certain commercial or business activities within their residence which do not conflict with the Code, any Legal Requirements, and any Rules and Regulations. Further, no such activity shall be conducted which unduly burden traffic flows within the Property or cause the parking of non-resident vehicles upon the street for unreasonable or excessive periods of time. It shall be within the discretion of the Declarant, during the Declarant Control Period, and thereafter the Board to determine on a case by case basis, which commercial and business related activities will be compatible with the residential nature of the Community. Notwithstanding the foregoing, the Declarant and any Builder shall have the right to and may, in writing, permit another Person to: (i) use Lots and Improvements erected thereon for sales offices, field construction offices, storage facilities, and other uses consistent with the development of the Community and the sale and construction of homes therein; (ii) maintain spot-lighted model homes which may be open to the public for inspection seven days per week for such hours as the Declarant deems appropriate or necessary; and (iii) conduct any other activities on Lots to benefit development, sales and construction efforts.

Section 2. Building Setbacks; House Location. No Dwelling shall be erected or maintained on any Lot outside of the building envelope required by the Development Agreement, Code or other Governing Documents. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the Dwelling only to the extent that the same are deemed to be part of the Dwelling under the Code, as it exists as of the date of issuance of a certificate of occupancy for such Dwelling. Any Dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a Dwelling may be erected so as to face either street or the intersection of the two streets on which the Lot abuts.

Section 3. Fences. Any fence or wall installed within the Community must meet all requirements of the Code and must be approved as provided in Article IX of this Declaration, and comply with applicable Architectural Guidelines. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots or to any fence installed by the Declarant at any entrance to or along any street within the Community.

Section 4. Temporary Structures. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

Section 5. Parking; Driveways and Parking Pads; Abandoned Vehicles. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway. Any driveway constructed upon any Lot shall be approved as provided in Article IX hereof.

No mobile house trailer (whether on or off wheels), recreational vehicle, trailer or enclosed body of the type which may be placed on or attached to a vehicle (known generally as “campers”), truck (unless licensed as a passenger vehicle and less than three-quarter ton capacity) or commercial vehicle of any kind shall be parked on any street or any Lot within the Community. No boat, boat trailer, or any other trailer shall be parked on any street within the Community. A boat, boat trailer, or other trailer may be parked or kept on a Lot if it is parked or kept in the garage or approved out-building (and the door of the garage or out-building can close completely) or otherwise in such a manner that the boat and trailer are screened from the street, the Common Area, and other Lots. Screening may include an approved fence and plantings, but, in any case, the screening must comply with the Code and be approved pursuant to Article IX of this Declaration. Notwithstanding the foregoing, commercial vehicles (whether or not registered as a commercial vehicle with the State Department of Transportation) used in conjunction with repairs, maintenance or construction work on a Lot shall be permitted on a day-to-day basis.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the Community or the Common Area, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot. Vehicles without current registration and inspection stickers are considered abandoned or inoperative.

Owners shall be subject to sanctions if the parking regulations are violated. Sanctions may include reasonable monetary fines not to exceed One Hundred and No/100 Dollars (\$100.00) for each day more than five (5) days after decision that the violation occurs per day and suspension of the right to vote and to use any facilities within the Common Area after Notice and Opportunity for Hearing (except drainage rights and rights of access to Lots). In addition, the Association, through the Board, after notice to the Owner, shall have the right to exercise self-help to cure violations, including the towing of vehicles at the Owner’s expense. The Association shall have the right to require the Owners to register the license plate number of any vehicle of the Owner or any member of its household with the Association.

Section 6. Animals. No animals, livestock or poultry of any kind shall be kept on any Lot, except that a reasonable number of cats, dogs, and other ordinary household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and that they do not become a nuisance to the Owners and occupants of the Property. The Board shall have the right, in its sole and absolute discretion, to determine whether or not a particular animal is a nuisance and to require removal. No Person owning or having custody of a permitted animal shall allow the animal to stray or go upon another Owner's Lot without the consent of such other Owner. No animals shall be permitted on the Common Area at any time except as permitted by the Rules and Regulations of the Association or by applicable law. All animals shall be on a leash when outside the Owner's Dwelling or the fenced in area of such Owner's Lot. The owner of a permitted animal shall be responsible for removing and cleaning up any excrement deposited by such animal on any Lot, street right of way, or the Common Area. If the Board receives any complaint that an animal constitutes an unreasonable annoyance, inconvenience or nuisance, including, but not limited to a complaint that an Owner's animal is being neglected, improperly treated, or not properly restrained upon such Owner's Lot, or if upon Common Area, not properly leashed, the Board shall afford the Owner of such animal Notice and Opportunity for Hearing, and may require the complainant to present evidence of unreasonable annoyance, inconvenience or nuisance at the hearing, and if the Board finds that such animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Board may require that such animal be removed from the Property.

Section 7. Unlawful Activity: Nuisances. No unlawful activity shall be conducted on any Lot or in any other part of the Property. No noxious or offensive trade or activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No vehicle repairs or maintenance shall be conducted within the Property other than in a garage and concealed from public view. Outside clothes hanging devices are not permitted.

Section 8. Signs, Flags, Banners. Except as otherwise required by the Governmental Entity, no sign of any kind shall be displayed to the public view on any Lot except signs used to advertise Lots for sale during the construction and sales period, not more than one (1) sign of not more than six (6) square feet advertising the property for sale, and not more than two signs of not more than six (6) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election. No sign of any kind shall be displayed on the Common Area without the prior written consent of the Declarant or, after the end of the Declarant Control Period, by the Association. Notwithstanding the foregoing, Declarant shall have the right to erect and maintain signs of any type and size on any Lot or Development Parcel which it owns and on the Common Area in connection with the development and sale of the Property. No flags or banner are permitted except in accordance with the Governing Documents.

Section 9. Antennas; Satellite Dishes. No television, radio or other electrical towers, aerials, antennae, satellite dishes, or other devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any Improvements thereon unless approved in accordance with Article IX hereof, except that this prohibition shall not apply to those antennae specifically covered by 37 C.F.R. Part 1, Subpart S, §1.4000 (or any successor provision)

promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

To the extent that the reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules adopted by the Association may be installed only if it: (i) is located in the rear or side yard of the Lot; (ii) is not visible from any street (whether by location or screening); (iii) is integrated with the Dwelling and surrounding landscape; and (iv) is approved pursuant to Article IX of this Declaration.

Section 10. Swimming Pools. No above-ground swimming pools are permitted in the Community, except that small, inflatable wading pools shall be permitted in the back yard of a Dwelling.

Section 11. Mailboxes. Pursuant to the requirements of the U.S. Postal Service (“USPS”), Declarant will construct within the Community one or more centralized mailbox structures, and the USPS will deliver mail only to such centralized mailboxes. Each such mailbox shall be placed within an easement or Common Area which shall be maintained by the Association.

Section 12. Maintenance of Lot and Improvements; Construction. As more fully provided in this Declaration, each Owner shall keep his Lot, including, but not limited to, plantings, landscaping and lawns, in a neat and attractive condition and shall keep the Improvements thereon in a suitable state of repair. If an Owner fails to comply with this provision, the Declarant or the Association may remedy such non-compliance and the Owner of such Lot shall be responsible for all costs of bringing the Lot into compliance with this provision. Any such costs shall be deemed a special assessment against the Lot.

In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the Owner (excluding Declarant) of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the Owner may, at his option, either completely remove the damaged structure and landscape the area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The Owner of each Lot shall at all times keep public streets free abutting his Lot from any dirt, mud, garbage, trash or other debris resulting from construction on his Lot. Job site debris shall be removed from all Lots at least weekly.

Section 13. Garbage; Unsightly Storage. All trash and rubbish shall be kept in garbage cans stored in the garage or if there is no garage then behind the Dwelling in such a manner as not to be visible from the street upon which the Dwelling fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot;

provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to an approved enclosure the night of the scheduled pickup. Trash containers used by the Declarant or, with the approval of the Declarant, during the Declarant Control Period and thereafter by the Association, by a Builder, during construction are exempt from this provision.

Notwithstanding the foregoing, no vehicle of any type or size which transports inflammatory or explosive cargo or which stores or transports materials or substances defined as hazardous or toxic by any applicable legal requirements shall be kept or stored or allowed to remain in or on the Property at any time, except as may be required to effectuate transportation or removal of such prohibited materials and substances through or from the Property, or, with respect to explosive materials, as may be reasonably required in connection with the construction or installation of streets and utilities in the Property, or as may be allowed by Declarant, during the Declarant Control Period, and thereafter, the Board, when reasonably required for the construction of other Improvements within the Community.

Should any Owner fail or refuse to maintain its Lot as required above, the Association shall be entitled to provide written notice to such Owner of the deficiencies in maintenance, as determined by the Association. If such deficiencies in maintenance are not corrected within thirty (30) days after receipt of such written notice by such Owner, the Association may, at the expense of the Owner, enter the Lot and perform such maintenance. The cost of such maintenance may be levied against the Owner of such Lot as an Individual Special Assessment.

Section 14. Playground. Any playground or other play areas or equipment furnished by the Association within a Common Area shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage or injury. All playground equipment must be approved by the Architectural Committee.

Section 15. Waiver of Violations. Declarant, or the persons or firms to whom the architectural review and approval authority has been delegated pursuant to Article IX of this Declaration, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that, no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Development Agreement, Code or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Registry.

Section 16. Street Lighting. Declarant reserves the right to subject the Community to a contract with a public utility or entity providing for installation and operation of street lighting, which requires a continuing monthly payment to that utility or entity by each residential customer or by the Association. Such monthly payment shall be a Common Expense.

Section 17. Impervious Surface. Lots in the Community may be subject to restrictions on the amount of total square footage of the Lot that may be covered by impervious surfaces, as established by the Governmental Entity and more specifically shown on the plats of the

Community recorded in the Registry or in the Development Agreement. Such impervious requirement may limit an Owner from constructing new or expanding existing Dwellings, porches, patios and decks, parking pads and garages, and/or outbuildings.

Section 18. Wetlands. Portions of the Property may have been determined to meet the requirements for designation as a regulatory wetland or riparian area. Notwithstanding anything to the contrary that may appear herein or in any amendment hereto, Supplementary Declaration, any subsequent fill or alteration of any portion of the Property that has been determined to be a regulatory wetland or riparian area under applicable laws of the United States or the State of South Carolina shall conform to the requirements of applicable wetland or riparian area rules adopted by the United States or the State of South Carolina and in force at the time of the proposed alteration. The intent of this paragraph is to prevent additional wetland or riparian area fill or degradation as defined by the U.S. Army Corps of Engineers or other applicable governmental authority.

Section 19. Trees and Foliage. Trees measuring four (4) inches or more in diameter at a point two (2) feet above ground level and any flowering trees or shrubs above four (4) feet in height may not be removed from the Property without the prior written approval of the Architectural Committee or the Declarant, unless such landscaping material is in the Dwelling footprint, path of driveways and walkways located or to be located on any Lot pursuant to approved Plans or otherwise as determined by Declarant and, if applicable, by the City of Camden pursuant to the Development Agreement. Excepted herefrom shall be damaged or diseased trees that threaten persons or property, which damaged or diseased trees shall be removed by the Owner.

Section 20. Tree Conservation. The Association hereby reserves a conservation easement for the planting of trees and for the protection, preservation, and maintenance of the trees situated within any buffer, tree conservation and/or preservation easement areas shown on any recorded Map of the Property. No tree disturbing activity shall be permitted in buffer, tree conservation areas in violation of the Code. Any tree disturbing activity undertaken in buffers, tree conservation areas or in undisturbed open space areas (and similarly designated areas for tree preservation subject to tree coverage requirements) shown on recorded Maps of the Property without a permit from the Governmental Entity, if required by the Development Agreement, or otherwise in violation of the Code is a violation of the Development Agreement and/or Code and may result in significant financial consequences to the Owner and/or to the Person responsible for such tree disturbing activity. Owners and their agents may, however, with the consent of both the Governmental Entity and of the Association, as applicable enter buffer and/or tree conservation areas to perform active tree protection measures (as set forth in the Development Agreement and/or Code, as applicable), to plant trees, to remove dead or diseased trees, or to plant replacement trees, provided, however, unless otherwise required by other provisions of this Declaration or required by the Development Agreement, the consent of the Association shall not be required if the buffer or tree conservation area in which the Owner desires to perform active tree protection measures or plant trees, remove dead or diseased trees and to plant replacement trees is located on that Owner's Lot.

Section 21. Use of Bodies of Water. No boat docks, decks, rafts or similar structures or improvements shall be permitted on or near the ponds, streams, or other bodies of water within the Community, except as specifically set forth in this Declaration or in any other Governing Documents. No Owner of any Lot shall do or permit to be done any action or activity which could

result in the pollution of the ponds, streams, or other bodies of water within the Community, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper management or otherwise impair or interfere with the use of the lakes, ponds, streams, or other bodies of water within the Community for drainage and related purposes for the benefit of the Community. Swimming, boating and fishing in any Storm Water Control Measure is prohibited.

## **ARTICLE XII GENERAL PROVISIONS**

Section 1. Enforcement. The Association and each Owner (including the Declarant) shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, rules, regulations, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Act, the Architectural Guidelines, the Bylaws, or Rules and Regulations. Failure by the Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions, or any case in which the Board reasonably determines that the cost of enforcement outweighs the benefit to be gained by enforcement. Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction or rule.

Section 2. Term; Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or amended by a vote of at least eighty percent (80%) of the Members.

This Declaration may be amended only in strict compliance with this Section and the Act, including, except that no Amendment altering or impairing Special Declarant Rights may be made without the written consent of the Declarant. This Declaration may also be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and, during the Declarant Control Period, by the Declarant; provided, however, that in no event may Declarant's rights hereunder be amended or altered without Declarant's prior written consent. For the purpose of this section, additions to existing property as provided in Section 2 of Article II hereof shall not constitute an "amendment".

Notwithstanding the foregoing, Declarant, without the consent or joinder of the Owners or other Persons, may amend this Declaration during the Declarant Control Period, provided such amendment is not expressly prohibited by the Act, and further provided that such amendment does not adversely affect the title to any Lot, nor materially alter or change any Owner's right to the use and enjoyment of his Lot or the Common Property.

An amendment to this Declaration is valid from the later of the time of recording in the Registry or such later date specified in such amendment.

Section 3. Subdivision and Combination of Lots. No Lot within the Community may be subdivided by sale or otherwise so as to increase the total number of Lots in the Community, except with the consent of the Declarant during the Declarant Control Period, and thereafter of the Association, and, if required, by the Governmental Entity; provided, however, Declarant reserves the right to change the size, boundaries, or dimensions of any Lot owned by Declarant for any reason. No Lots shall be combined and considered as one Lot except with the consent of the Declarant during the Declarant Control Period, and thereafter of the Association, and, if required, by the Governmental Entity unless (1) the Lot is located in a Neighborhood subject to a Supplemental Declaration which expressly permits the combination of two adjacent Lots when owned by the same Owner or (2) the Lot is designated by Declarant as a “custom” Lot in a deed of conveyance from Declarant to an Owner or in an amendment or supplement to this Declaration, the Owner of two adjacent Lots which are designated “custom” may combine such Lots so that they are considered as one Lot upon the recordation in the Registry of an instrument signed by such Owner and the Declarant or Association, as applicable, expressing such intent (by reference to this Section of the Declaration and to identify the Lots to be considered as one Lot) and a copy delivered to the Architecture Committee. In such case, building envelopes, setback lines, and easements imposed by this Declaration and the Architectural Guidelines may be adjusted accordingly by the Declarant or, if applicable, Architecture Committee and the resulting combined Lot shall thereafter be considered one Lot for all purposes in this Declaration.

Section 4. Rules and Regulations. The Board of Directors shall have the authority to adopt additional Rules and Regulations governing the use of the Common Property and Lots and shall furnish a written copy of said Rules and Regulations to the Owner(s) of each Lot at least fifteen (15) days before such Rules and Regulations become effective.

In addition to any other rights and remedies that the Association may have under this Declaration, the Association may impose sanctions for violations of this Declaration, the Bylaws of the Association, the Architectural Guidelines, the Rules and Regulations adopted by the Association, or other restrictions applicable to the Property, **in accordance with procedures set forth in the Bylaws**, which sanctions may include, but are not limited to, reasonable monetary fines, which fines shall be deemed an Individual Special Assessment and a lien upon the Lot of the violator, and suspension of the right to vote and the right to use any recreational facilities within the Common Property; provided, however, that (i) the right of access and support, the right to drain stormwater and the right to use Stormwater Control Measures, private streets, private utility services provided to the Lot through easements in Common Area shall not be suspended for violation of the Association’s Rules and Regulations and (ii) no fines shall be imposed or rights suspended without Notice and Opportunity for Hearing.

In addition, **pursuant to procedures provided in the Bylaws**, the Association may after Notice and Opportunity for Hearing (i) exercise self-help to cure violations (specifically including, but not limited to, the towing of Owner and tenant vehicles that are in violation of parking rules) and (ii) may suspend the right of an Owner to use any Common Property if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association, provided, however, that the right of access and support, the right to drain

stormwater and the right to use Stormwater Control Measures, private streets, private utility services provided to the Lot through easements in Common Area, shall not be suspended for violation of the Association's Rules and Regulations.

The Association shall have the right and easement to go upon any Lot for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of the Architectural Guidelines applicable to the Property. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed a trespass. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce its rights and remedies, the party prevailing in such action shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

Section 5. Condemnation/Casualty. If all or any part of the Common Area and Improvements thereon is taken by power of eminent domain or is damaged or destroyed by fire or other casualty, the proceeds of the condemnation award or any insurance policies covering such improvements shall be payable to the Association. The Board of Directors shall propose to the Members, at an annual or special meeting held within sixty (60) days after the date of the condemnation or casualty, whether or not to reconstruct the Improvements. The insurance proceeds shall be used to reconstruct the Improvements unless the Owners vote not to reconstruct pursuant to [Section \_\_\_\_\_, Article \_\_\_\_\_] of this Declaration, in which event the proceeds shall be retained by the Association for operation expenses or reserves, as determined by the Board or the Members. Nothing in this Section shall prevent the Board from proposing and the Members from approving the use of such proceeds for construction of different Improvements, e.g., playground on Common Property in lieu of a destroyed gazebo.

Section 6. Association Contracts and Leases during Declarant Control Period. All Association contracts and leases made during the Declarant Control Period which extend beyond the Declarant Control Period must: (i) be for a term of two years or less; and (iii) be commercially reasonable.

Section 7. Evidence of Member Approval. In the event that any action requires evidence of consent of the Members or a specified percentage of the Members, such approval shall be conclusively presumed if supported by a Certification signed by the President or Secretary of the Association in substantially the following form:

-----

CERTIFICATE OF THE PADDOCKS AT CAMDEN HOMEOWNERS  
ASSOCIATION, INC.

This is to certify that, upon proper notice given a [the] Special [Annual] Meeting of the Members of The Paddocks at Camden Homeowners Association, Inc., was held on [Date and Year] at [Time]. The purpose [One of the purposes] of the meeting, as set forth in the Notice of Meeting, was to: [State action for which Member approval is required.]

At such meeting, at which a quorum was present, in person or by proxy, a total of \_\_\_ votes were cast. \_\_\_\_\_ votes were cast in favor of such action, and \_\_\_\_\_ votes were cast against such

action. Accordingly, the motion to approve [describe the action approved] was approved by at least \_\_\_\_% of the Members as required by this Declaration and Bylaws of the Association.

---

[President/Secretary]

Section 8. Number and Gender. Whenever the context requires, the singular shall include the plural, and vice versa, and one gender shall include all.

Section 9. Captions. Captions are for the purpose of reference only and shall not be deemed to be in any manner interpretive of any provision of this Declaration.

Section 10. Severability. If any provision of this Declaration is held by a court of competent jurisdiction to be invalid or void, such provision shall be deemed severable from the remaining provisions of this Declaration and shall not be deemed to nullify or affect any other provision hereof. If any such provision is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

If any item, term or provision contained in this Declaration is in conflict with any applicable federal, state or local law, this Declaration shall be affected only as to its application to such item, term or provision, and shall in all other respects remain in full force and effect.

Section 11. Conflicts.

(a) The Property is subject to the provisions of the Development Agreement and Act, and the provisions of the Development Agreement and Act control over any inconsistent provisions of this Declaration, any Supplemental Declaration, any other Governing Documents, and the Code.

(b) The provisions of the Code control over any inconsistent provisions of this Declaration, any Supplemental Declaration, and any other Governing Documents. As applicable provisions of the Code are amended, modified, revised, deleted, or moved to different sections, this Declaration and all other Governing Documents are deemed to be revised so as to conform to the provisions of the Code as they exist from time to time and are applicable to the Property or any part thereof. Notwithstanding the foregoing, any provision of this Declaration, or any Supplementary Declaration that is more restrictive than an applicable provision of the Code (for example, a building setback distance required by this Declaration or Supplementary Declaration that is greater than that required by the Code) is not an inconsistent provision of this Declaration unless the Code specifically provides otherwise, and is not deemed revised to conform to the Code.

(c) In the event of a conflict between this Declaration and the Articles of Incorporation of the Association, the Articles of Incorporation shall control. In the event of a conflict between this Declaration and the Bylaws, this Declaration shall control.

(d) Specific provisions shall control general provisions. Notwithstanding the foregoing, a construction consistent with the Act, the Nonprofit Corporation Act, the Development Agreement or the Code shall in all cases control any construction inconsistent therewith.

Section 12. Rule against Perpetuities. The rule against perpetuities may not be applied to defeat any provision of this Declaration, Bylaws, Architectural Guidelines or Rules and Regulations adopted pursuant to this Declaration. Notwithstanding anything in this Declaration to the contrary, if any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, the such provision shall continue only until the date which is twenty-one (21) years after the death of the last survivor of the now living descendants of Charles III, King of England.

Section 13. Declarant. Nothing contained in this Declaration shall be construed to permit interference with the development of the Property by Declarant and construction of homes thereon so long as such development and construction follow the general plan of development previously approved by the applicable Governmental Entity. The restrictions contained herein shall not be deemed to apply to any sales office, signs, landscaping construction trailer, model home, or other temporary or permanent improvement installed by or with the approval of Declarant.

Section 14. Non-Discrimination. Neither the Association, the Board, any committee of the Board, any officer of the Association, nor any member of the Board or committee, in exercising its/his/her rights and obligations under this Declaration or the Articles of Incorporation or Bylaws or Articles of Incorporation, shall discriminate against any person on the basis of the race, color, religion, national origin or handicap of such person.

Section 15. Security Measures. Neither the Association nor the Board shall have any responsibility for establishing or maintaining any security measures within the Property, such measures being the sole responsibility of each Owner, as to his Lot and property, and to the appropriate public officials including, without limitation, the applicable Police Department.

Section 16. Hazardous Substances. Declarant hereby informs all Owners and other Persons who may from time to time deal with or come in contact with the Property, that as stormwater drains from the Property or other property into any of the Stormwater Control Measures for the Property, it is possible that substances or materials that may be classified or regulated as “hazardous substances” or “toxic substances” or other regulated substances or materials under Legal Requirements relating to the environment, may flow through and/or accumulate in such Stormwater Control Measures. Accordingly, each Owner and other Person assumes the risk that such flowing through and/or accumulation may occur. In addition, each Owner further acknowledges that if it becomes necessary (as determined by Legal Requirements or by the Board) for such substances to be removed from the Stormwater Control Measures or otherwise handled in accordance with Legal Requirements, and for such Stormwater Control Measures to be cleaned-up following such removal or other handling, that the costs associated with such removal, handling and/or clean-up are Common Expenses, and that an additional stormwater assessment may be required to pay for such removal and/or resultant clean-up of the Stormwater Control Measures.

Section 17. Property is Subject to the Code. The Property, this Declaration and the other Governing Documents are subject to the ordinances, regulations, and rules of the applicable Governmental Entity, and shall be construed in accordance with all of the applicable provisions of the Development Agreement and Code, whether or not such Development Agreement and Code

provisions are specifically referenced in this Declaration. There may be certain provisions of the Development Agreement and Code that apply to all of the Property and certain provisions of the Development Agreement and Code that apply only to certain portions of the Property (for example, provisions of the Development Agreement and Code relating to private streets apply only to those portions of the Property that contain private streets). It shall be the responsibility of the Association and each Owner of each portion of the Property to comply with all provisions of the Development Agreement and Code applicable to such portion of the Property, whether or not any approval, disapproval, waiver or variance of the terms of this Declaration with respect to such portion of the Property has been given by the Declarant or its authorized agent, the Board, any committee of the Board, or any other Person who has the authority to give such approval, disapproval, waiver or variance.

Section 18. Dissolution or Insolvency of the Association. The Association shall be dissolved upon the termination of this Declaration, or upon the written assent given in writing and signed by Members entitled to at least eighty percent (80%) of the votes of the Association, or upon such more restrictive or additional conditions and in such manner as otherwise provided by the laws of the State of South Carolina. Upon dissolution or insolvency of the Association or upon loss of ownership of the Common Area (once such ownership has been acquired) by the Association for any reason whatsoever (except for exchange or dedication or conveyance of any part or all of the Common Area as allowed by this Declaration or by reason of merger and/or consolidation with any other association as allowed by this Declaration), any portion of the Common Area not under the jurisdiction and being maintained by the Association, shall be offered to the applicable Governmental Entity, or to some other appropriate governmental entity or public agency (as determined by the Board) to be dedicated for public use for purposes similar to those to which the Common Area and such assets were required to be devoted by the Association. If the such Governmental Entity or public agency accepts the offer of dedication, such portion of the Common Area and assets shall be conveyed by the Association to such Governmental Entity or public agency, subject to the superior right of the Owner of each Lot to an easement (if necessary) for reasonable ingress and egress to and from such Owner's Lot and the public or private street(s) on which such Lot is located, and subject to all other applicable rights of way and easements and subject to ad valorem property taxes subsequent to the date of such conveyance.

In the event that such Governmental Entity or public agency refuses the offer of dedication and conveyance, the Association may transfer and convey such Common Area and assets to any nonprofit corporation, association, trust or other entity which is or shall be devoted to purposes and uses that would most nearly conform to the purposes and uses to which the Common Area was required to be devoted by this Declaration, such conveyance to be made subject to the rights of Owners and other matters set forth in the immediately preceding paragraph.

Section 19. Notices. Notices shall be in writing and shall be addressed as follows: (a) if to an Owner, to the address of his, her, or its Lot as listed in the County Tax Office; (b) if to Declarant, to 7621 Little Avenue, Suite 111, Charlotte, NC 28226; and (c) if to the Association, to 7621 Little Avenue, Suite 111, Charlotte, NC 28226. The Association may designate a different address for notices by giving written notice of such change of address to all Owners and to Declarant. Declarant may designate a different address for notices by giving written notice of such change of address to all Owners and to the Association. Any Owner may designate a different

address for notices by giving written notice of such change of address to the Association and to Declarant.

**ARTICLE XIII**  
**DISPUTE RESOLUTION AND LIMITATION ON LITIGATION**

**Section 1. Agreement to Encourage Resolution of Disputes Without Litigation.**

(a) The Association, the Declarant, Builder(s), all Owners and all Persons subject to this Declaration (and any Person not otherwise subject to this Declaration who agrees to submit to this Article) (collectively, “Bound Parties” and each a “Bound Party”), agree to attempt to resolve disputes against the Declarant and/or the Association without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit against the Association and/or the Declarant in any court with respect to a Claim described in subsection (b), unless and until he, she, or it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 2 of Article XIII in a good faith effort to resolve the Claim. The provisions of this Article XIII shall not apply to the Association’s and/or the Declarant’s enforcement of the Governing Documents, nor shall the provisions of this Article XIII apply to any efforts of the Association to collect assessments or other amounts owed to the Association.

(b) As used in this Article, the term “Claim” shall refer to any claim, grievance, or dispute arising out of or relating to:

(i) The interpretation, application, or enforcement of this Declaration, any other Governing Documents;

(ii) The rights, obligations, and duties of any Bound Party under this Declaration, and any other Governing Documents;

(iii) The design or construction of Improvements within the Property, including, without limitation, any Improvements located on Common Area or Limited Common Area; and/or

(iv) Any actions taken or untaken by the Board of Directors, Officers and/or managing agent of the Association and/or by the Declarant.

(c) The foregoing notwithstanding, the following shall not be considered Claims unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 2 of Article XIII:

(i) Any action to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the ability to enforce the provisions of this Declaration;

(ii) Any suit that does not include Declarant and/or the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(iii) Any suit as to which the applicable statute of limitations would expire within ninety (90) days after giving the Notice required by Section 2(a) of Article XIII, unless the party or parties against whom the Claim is made agree in writing to toll, or extend, the Claim's statute of limitations to comply with this Article.

Section 2. Dispute Resolution Procedure.

(a) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice ("Notice") to each Respondent and Declarant stating plainly and concisely:

(i) The nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) The legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises);

(iii) The Claimant's proposed resolution or remedy; and

(iv) The Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(c) Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days after the date of the Notice (or within such other agreed upon period), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by Declarant if Declarant is not a party to the Claim or, if Declarant is a party to the Claim, to an independent agency providing dispute resolution services in Kershaw County, South Carolina. Each Bound Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the claim, and the Respondent shall be relieved of any and all liability to the claimant (but not third parties) on account of such Claim.

If the parties do not settle the Claim within thirty (30) days after submitting the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs hereunder, including attorneys' fees, and each Party shall pay an equal share of the representative's and/or mediator's fees.

(d) Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms

of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this section. In such event, the party taking action to enforce the agreement shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

#### **ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association shall indemnify any and all persons who may serve or who have served at any time as directors or officers of the Association against any and all expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or an officer of the Association, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in any action, suit, or proceeding guilty of willful and intentional negligence or misconduct in the performance of his or her duties to the Association. Provided, however, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

The provisions hereof shall be in addition to and not exclusive of any and all other rights to which any director or officer may otherwise be entitled under any law, Bylaw, agreement, vote of Association Members or otherwise. In the event of death of any officer or director, the provisions hereof shall extend to such person's legal heirs, representatives, successors and assigns. The foregoing rights shall be available whether or not such person or persons were in fact directors or officers at the time of incurring or becoming subject to such expenses, and whether or not the proceeding, claim, suit or action is based on matters which antedate the adoption of this Declaration.

#### **ARTICLE XV EXCULPATION**

It is expressly understood and agreed that nothing contained in this Declaration shall be interpreted or construed as creating any liability whatsoever, directly or indirectly, against Declarant or any of their officers, members, managers, employees, agents, attorneys, heirs, executors, legal representatives, successors or assigns (collectively, the "Declarant Related Parties") for monetary relief or damages. In particular, and without limiting the generality of the foregoing, if any proceeding shall be brought to enforce the provisions of this Declaration, the party instituting such proceeding shall not be entitled to take any action to procure any money judgment against any of the Declarant Related Parties.

[signature page to follow]



IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its duly authorized signatory, as of the date set forth in the notary acknowledgment below.

**DECLARANT:**

**CARLYLE DEVELOPMENT, LLC,**  
a Delaware limited liability company

SIGNED, SEALED AND DELIVER  
IN THE PRESEENCE OF:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #1  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2  
Print Name: \_\_\_\_\_

-----  
STATE OF SOUTH CAROLINA -- KERSHAW COUNTY:

I, the undersigned, a Notary Public of \_\_\_\_\_ County, \_\_\_\_\_, certify that \_\_\_\_\_, personally appeared before me this day and acknowledged that he is \_\_\_\_\_ of CARLYLE DEVELOPMENT, LLC, a Delaware limited liability company, and that he, as \_\_\_\_\_, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ADD LENDER CONSENT IF APPLICABLE

**EXHIBIT A**

**Legal Description of Existing Property**

Being all of that certain tract or parcel of land located in The Town of Camden, Kershaw County, South Carolina, and being more particularly described as follows:

**PARCEL # 270-00-00-014**

All that certain lot, tract or parcel of land, lying and being situate in Kershaw County, state of South Carolina as described on a plat entitled "Boundary Survey for Carlyle Development, LLC., PARCEL # 270-00-00-014 & PARCEL # C270-00-00-013 & PARCEL # C270-15-00-003 & PARCEL # 270-19-00-001" by EAS Professionals dated October 30, 2023 and being more particularly bounded and described as follows:

BEGINNING at a 5/8 inch rebar found in the southwesterly Right-of-Way line of Carter Street (40 feet wide), rebar being S45° 28' 52"W, a distance of 42.36 feet from a 5/8 tie rebar found at the intersection of the southeasterly Right-of-Way line of said Carter Street and the northeasterly Right-of-Way line of Gordon Street (40 feet wide), tie rebar also being the southwesterly corner of land of Now or Formerly Carlyle Development, LLC., Parcel# C270-00-00-013, rebar also having the following South Carolina State Plane Coordinates [S.C. SPCS]: (NAD 83-2011, International foot) N: 883719.40' E: 2114442.46';

Thence bearing S23°25'29"E, a distance of 1,385.28 feet along said Right-of-Way line, to a 1/2 inch rebar set;

Thence S25°03'47"E, a distance of 255.01 feet along said Right-of-Way line to a 1/2 inch rebar set at the intersection of the southwesterly Right-of-Way line of said Carter Street and the Right-of-Way of Powell Street (20 feet wide);

Thence S59°41'08"W, a distance of 716.07 feet leaving said Right-of-Way line of Carter Street and along the Right-of-Way line of said Powell Street, to a 1/2 inch rebar, set;

Thence S29°34'59"W, a distance of 167.63 feet along the end of said Right-of-Way of Powell Street, and along the line of other land of Now or Formerly Carlyle Development, LLC. (Parcel# 270-19-00-001), to a Mag Nail in 7 inch by 7 inch concrete monument found, passing over a 1/2 inch rebar at 9.74 feet;

Thence S61°51'24"W, a distance of 91.56 feet along same to an axle in concrete found;

Thence S 26° 21' 49" E for a distance of 392.74 feet along same and along the end of Chesnut Street Right-of-Way, to a 5/8 inch rebar found, passing over a 1 inch open top pipe found at 360.00 feet, 0.32 feet left;

Thence N 61° 54' 34" E for a distance of 608.74 feet with Chesnut Street Right-Of- Way to a 5/8 inch rebar found at a point of curvature;

Thence along a curve to the right and to the northeast, having a radius of 552.96 feet, an arc length of 233.70, a central angle of 24° 12' 56" and being subtended by a chord which bears N 73° 17' 28" E, and distance of 231.97 feet to a 5/8 inch rebar found;

Thence, N 85° 45' 43" E for a distance of 455.11 feet along same to a 1 inch open top pipe in concrete found;

Thence, S 05° 45' 58" E for a distance of 1087.47 along the common boundary of Now or Formerly Chesterfield & Kershaw R R (Parcel # C270-19-00-125), to a 1/2 inch rebar set; passing over a 1 inch crimp top pipe at 2.41 feet;

Thence along a non-tangent curve to the right and to the Southwest, having a radius of 2329.83 feet, an arc length of 895.71 feet, a central angle of 22° 01' 39" and being subtended by a chord which bears S 51° 27' 51" W, and distance of 890.21 feet along the CSX Railroad Right-of-Way to a 1/2 inch rebar set;

Thence, S 60° 25' 36" W for a distance of 2016.99 feet along ~~the~~ same to a 1 inch solid rod in concrete found;

Thence, N 15° 07' 24" W for a distance of 3055.44 feet along the common boundary of Now or Formerly City of Camden (Parcel # C284-00-00-001) to a 1/2 inch crimp top pipe found;

Thence, N 49° 15' 17" W for a distance of 332.72 feet along the same to a 5/8 inch rebar with cap found in the Right-of-Way line of Battleship Road (40 foot wide);

Thence, N 43° 26' 25" E for a distance of 250.68 feet along said Right-of-Way line to a 5/8 inch rebar with cap found at a point of curvature;

Thence along a curve to the left and to the Northeast, having a radius of 257.54 feet, an arc length of 180.57 feet, a central angle of 40° 10' 23" and being subtended by a chord which bears N 20° 18' 39" E, and distance of 176.90 feet to a 5/8 inch rebar with cap found;

Thence, N 02° 28' 58" E for a distance of 17.31 feet along same, to a 5/8 inch rebar with cap found;

Thence, N 89° 37' 47" W for a distance of 9.04 feet along same, to a 5/8 inch rebar with cap found;

Thence, N 05° 18' 03" E for a distance of 702.31 feet still along same, to a 5/8 inch rebar with cap found;

Thence, N 06° 21' 49" E for a distance of 558.97 feet along same, to a 5/8 inch rebar with cap found at a point of curvature;

Thence along a curve to the right and to the northeast, having a radius of 547.88 feet, an arc length of 284.35 feet, a central angle of 29° 44' 12" and being subtended by a chord which bears N 20° 18' 27" E, and distance of 281.17 feet to a 5/8 inch rebar with cap found;

Thence, N 35° 46' 12" E for a distance of 147.66 feet along same, to a 5/8 inch rebar with cap found at a point of curvature;

Thence along a curve to the right and to the northeast, having a radius of 929.96 feet, an arc length of 373.72 feet, a central angle of 23° 01' 33" and being subtended by a chord which bears N 47° 15' 00" E, and distance of 371.21 feet to a 5/8 inch rebar with cap found;

Thence, N 58° 48' 18" E for a distance of 95.72 feet along same, to a 5/8 inch rebar with cap at a point of curvature;

Thence along a curve to the right and to the East, having a radius of 611.56 feet, an arc length of 449.70 feet, a central angle of 42° 07' 51" and being subtended by a chord which bears N 79° 50' 43" E, and distance of 439.63 feet to a 5/8 inch rebar with cap found;

Thence, S 79° 03' 17" E for a distance of 181.46 feet still along same, to a 5/8 inch rebar with cap found;

Thence S 52° 20' 57" E a distance of 89.20 feet along same, to a 5/8 inch rebar with cap found;

Thence, S 25° 34' 46" E for a distance of 899.18 feet along the Right-of-Way line of Carter Street to the point and PLACE OF BEGINNING.

CONTAINING: 242.83 acres or 10,577 497 square feet, more or less, shown on said map as "PART OF PARCEL # 270-00-00-014"

ALSO:

BEGINNING at a nail found at the intersection of the northeasterly Right-of-Way line of Carter Street (40 feet wide) and the southerly Right-of-Way line of Gordon Street (40 feet wide), nail being S24° 05' 51"E, a distance of 41.45 feet from a 5/8 tie rebar found at the intersection of the northeasterly Right-of-Way line of Carter Street (40 feet wide) and the northerly Right-of-Way line of Gordon Street (40 feet wide), tie rebar also being the southwesterly corner of land of Now or Formerly Carlyle Development, LLC., Parcel# C270-00-00-013, nail also having the following South Carolina State Plane Coordinates [S.C. SPCS]: (NAD 83-2011, International foot) N: 883711.27' E: 2114489.59'

Thence bearing N 80° 55' 35" E for a distance of 537.21 feet along the Right-of-Way line of said Gordon Street to a nail and a 5/8 inch bent rebar found;

Thence bearing N 86° 15' 55" E for a distance of 565.36 feet along same to a 5/8 inch Rebar with cap found;

Thence bearing N 79° 22' 13" E for a distance of 67.05 feet along same to a 1/2 inch rebar set;

Thence bearing S 03° 40' 27" E for a distance of 241.82 feet leaving said Gordon Street, along the common boundary of Now or Formerly Carlyle Development LLC (Parcel # C270-15-00-003) to a 5/8 inch Rebar with cap found;

Thence bearing S 88° 20' 37" W for a distance of 80.16 feet with the common boundary of Now or Formerly Ronnie Freeman Weaver (Parcel # 270-15-00-002) to 5/8 inch rebar found;

Thence, S 03° 51' 06" E for a distance of 79.17 feet along same to a 5/8 inch rebar with cap found;

Thence, S 88° 43' 46" W for a distance of 666.45 feet crossing Green Street to a 5/8 inch rebar with cap found;

Thence, N 07° 50' 20" W for a distance of 26.35 feet along the common boundary of Now or Formerly Sharon H Stuckey (Parcel # 270-15-00-020) to a 5/8 inch bent rebar found;

Thence, S 86° 38' 16" W for a distance of 21.56 feet along same to a survey point on line, not set;

Thence, N 65° 45' 43" W for a distance of 23.41 feet along same to a survey point on line, not set;

Thence, N 64° 02' 53" W for a distance of 43.47 feet along same to a 5/8 inch rebar found;

Thence, N 54° 44' 40" W for a distance of 26.96 feet along same to a 5/8 inch rebar found; Thence, S 04° 31' 58" E for a distance of 54.91 feet along same to a 5/8 inch rebar with cap;

Thence, S 89° 42' 03" W for a distance of 71.83 feet along the common boundary of Now or Formerly Winnifred G Manderson (Parcel # 270-15-00-019) to a 1 inch square rod in concrete found;

Thence, N 01° 20' 57" W for a distance of 181.22 feet with the common boundary of Now or Formerly Santana Stuckey (Parcel # 270-15-00-001) to a 1/2 inch rebar found;

Thence, S 87° 55' 29" W for a distance of 248.84 feet along same to a 2 inch rebar in concrete found;

Thence N 21° 48' 48" W a distance of 18.76 feet along the aforesaid Right-of-Way line of Carter Street to the point and PLACE OF BEGINNING.

CONTAINING: 6.01 acres or 262,010 square feet, more or less, shown on said map as "PART OF PARCEL # 270-00-00-014"

BEING shown as two lots, being Parcel # 270-00-00-014 with a combined area of 248.84 acres or 10,839,507 square feet, more or less.

**PARCEL # 270-19-00-001**

All that certain lot, tract or parcel of land, lying and being situate in Kershaw County, state of South Carolina as described on a plat entitled "Boundary Survey for Carlyle Development, LLC., PARCEL # 270-00-00-014 & PARCEL # C270-00-00-013 & PARCEL # C270-15-00-003 & PARCEL # 270-19-00-001" by EAS Professionals dated October 30, 2023 and being more particularly bounded and described as follows:

BEGINNING at an 1 inch open top pipe found in the northeastern Right-of-Way line of Chesnut Street (40 feet wide), pipe being N51° 37' 05"E, a distance of 189.52 feet from a 5/8 inch rebar found in the southwesterly corner of the Right-of-Way line for Chesnut Street (40 feet wide), rebar also being a northeasterly interior corner of land of Now or Formerly Carlyle Development, LLC.,

Parcel# 270-00-00-014, rebar also having the following South Carolina State Plane Coordinates [S.C. SPCS]: (NAD 83-2011, International foot) N: 833,711.27' E: 2,114,489.59'

Thence bearing S 61° 34' 37" W for a distance of 185.50 feet along said Right-of-Way line, to a point for a corner, passing over a 1 inch open top pipe found at 185.18 feet;

Thence bearing N 26° 21' 49" W for a distance of 359.97 feet along the common boundary of Now or Formerly Carlyle Development, LLC (Parcel # 270-00-00-014) to an axle in concrete found;

Thence bearing N 61° 51' 23" E for a distance of 91.56 feet along same to a Mag Nail in 7 inch by 7 inch concrete monument found;

Thence bearing N 29° 35' 00" W for a distance of 157.89 feet along same to a 1/2 inch rebar set;

Thence bearing N 60° 00' 55" E for a distance of 82.19 feet to a 1/2 inch rebar set;

Thence bearing S 28° 39' 13" E for a distance of 156.54 feet along the common boundary of Now or Formerly Corrie J Gary (Parcel # 270-19-00-003) to a 1 inch open top pipe found;

Thence bearing S 28° 38' 46" E a distance of 362.86 feet along same to the point and PLACE OF BEGINNING.

CONTAINING 1.77 acres or 76,956 square feet, more or less.

BEING shown as Parcel # 270-19-00-001 on aforesaid plan.

**EXHIBIT B**

**Legal Description of Annexed Property**

**Any property adjacent to the Existing Property and/or within a two (2) mile radius of the Existing Property.**

**EXHIBIT C**

**Bylaws**

**BYLAWS  
OF  
THE PADDOCKS AT CAMDEN HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
BUSINESS ADDRESS**

The business address of **The Paddocks at Camden Homeowners Association, Inc.** (the “Association”) shall be [\_\_\_\_\_]. The business address may be changed by the Board of Directors if required by the U.S. Postal Service, or, upon approval of the membership, for any other reason.

**ARTICLE II  
MEMBERSHIP IN THE ASSOCIATION**

Every person or entity who is a record owner of a fee or undivided fee interest in any separate parcel of land designated for separate ownership or occupancy and residential use (individually, a “Lot” and collectively, “Lots”) within the subdivision known as The Paddocks at Camden, a South Carolina planned community, located in Kershaw County, South Carolina, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of such interest in a Lot shall be the sole qualification for membership, and membership shall be appurtenant to and may not be separated from such ownership. As evidence of each Owner’s membership, the Association may require each Owner to furnish a photocopy of the page(s) of his/her/its deed(s) which contains the name of the Member and the Lot(s) owned by such Member.

All references herein to the “Community” shall mean and refer to all areas encompassed by the boundaries of that tract of land located in Kershaw County, South Carolina, and described in **Exhibit A** of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for The Paddocks at Camden now or hereafter recorded in the Kershaw County Registry (the “Declaration”), and such additional land as may be subjected to the Declaration. All capitalized terms used in these Bylaws and not defined herein shall have the meanings given to them in the Declaration.

The Board of Directors may suspend a Member’s voting rights and/or his rights (including his family’s, guest’s, etc.) to use any Common Areas (other than roads providing access to such Owner’s Lot and utilities providing water and sewer service to such Owner’s Lot) during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after Notice and Opportunity for Hearing, for a period not to exceed one hundred twenty (120) days, for infraction of published Rules and Regulations; provided, however, if the violation of such infraction is continuing in nature, any suspension may be enforced until such infraction is cured.

**ARTICLE III  
PURPOSES OF THE ASSOCIATION**

The powers, purposes and duties of the Association shall be:

Section 1. To maintain and preserve all Common Areas, and all private roads, streets, decorative and protective structures (including but not limited to entry monuments), covered bridge, private utilities (including but not limited to, if applicable, any private water and/or sewer facilities owned by the Association or which are maintained by the Association), landscaped areas and other improvements located thereon, if any;

Section 2. To enforce the provisions of these Bylaws, of the Declaration, of any Supplemental Declaration, the Articles of Incorporation, the Architectural Guidelines and of any rules and regulations promulgated by the Association, as the same may be amended from time to time;

Section 3. To have all rights and powers and to perform all duties and obligations under the Declaration that may be assigned to it by Declarant;

Section 4. To have all rights and powers and to perform all duties and obligations of an owner's association as provided by Article 3 of Chapter 47F of the South Carolina Code of Laws, the terms of which are incorporated herein, as they may be amended from time to time;

Section 5. To promote and protect the enjoyment and beneficial use and ownership of the Lots; and

Section 6. To promulgate and enforce the rules and regulations and administrative rules and regulations for use of the Common Area.

No part of the net earnings of the Association shall inure to the benefit of its members, directors or officers, or to any other person, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the above stated purposes.

**ARTICLE IV  
ASSESSMENTS**

The Association shall have the power to make and collect assessments against the Lots as stated in Article V of the Declaration, the terms of which are incorporated herein, and as provided by Article 3 of Chapter 47F of the South Carolina Code of Laws, the terms of which are incorporated herein, as they may be amended from time to time.

**ARTICLE V  
MEETINGS OF MEMBERS**

Section 1. Place of Meetings. All meetings of members shall be held at the principal office of the Association or at such place as shall be designated on the notice of the meeting or agreed upon by a majority of the members entitled to vote thereat.

Section 2. Annual Meetings. The annual meeting of the members for the election of directors and the transaction of the other business shall be held on any day (except a legal holiday) as determined by the Board of Directors for the following purposes:

- (a) to fix the amount of the annual assessment against each lot pursuant to Article IV above;
- (b) to elect members of the Board of Directors of the Association; and
- (c) to transact any other business that may come before the membership, including but not limited to the adoption, modification and/or repeal of any rules and regulations governing the Community.

Section 3. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by these Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 4 of this Article V. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called at any time by the President, a majority of the Board of Directors of the Association, or by petition of the Lot owners having not less than one-fourth (1/4) of the Class A votes, the Class B votes or the Class C votes, if any, in the Association entitled to vote at the meeting.

Section 5. Notice of Meetings. Unless otherwise set forth in the Declaration or these Bylaws, written notice stating the time and place of the meeting shall be delivered not less than ten nor more than sixty days before the date of any members' meeting, either personally, by email or by mail, by or at the direction of the President or the Secretary of the Association, to each member of record; provided that such notice must be given not less than twenty (20) days before the date of any meeting at which a merger, dissolution or consolidation is to be considered. If mailed, such shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his/her/its address as it appears on the record of members of the Association, with postage thereon prepaid. If emailed, it shall be deemed given when sent to the email address provided by the Member as evidenced by proof of delivery. It shall be the responsibility of the individual members to keep the Secretary informed of their current mailing and email addresses. Notices may be given by email if a Member has designated an email address to be used for communication and business between the Association and the Member in accordance with Section \_\_\_\_\_ of the South Carolina Code of Laws. In the absence of instructions from an individual member as to his/her/its address, the Secretary shall be entitled to rely on the most recent records of the Kershaw County Tax Collector to determine the addresses of the owner(s) of a Lot.

The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any proposed changes to the budget or any proposal to remove a director or officer. Notice of consideration of a proposed annual budget for the Association shall be given as provided by Section 4 of Article IV of the Declaration and Section 47F-3-103 of the South Carolina Code of Laws (1976, as amended), as the same may be amended from time to time. If a meeting will be

held by remote communication, the notice will include the information set forth in Section 12 of this Article.

In the case of a special meeting, the notice of meeting shall specifically state the purpose or purposes for which the meeting is called; but, in the case of an annual or substitute annual meeting, the notice of meeting need not specifically state the business to be transacted thereat unless such a statement is required by the provisions of [Chapter 55A] of the South Carolina Code of Laws 91976, as amended).

When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty days in any one adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Section 6. Voting Rights. On matters of Association business submitted to vote of the membership, there shall be three classes of membership as provided for in Section 2 of Article III of the Declaration.

Section 7. Voting by Proxy. Votes may be cast either in person or by one or more agents authorized by a dated, written proxy executed by the member or his/her attorney-in-fact. A proxy terminates one year after its date, unless it specifies a shorter term. Any form of proxy which is sufficient in law may be used, but the following form of proxy shall be deemed sufficient:

The undersigned hereby irrevocably constitute and appoint \_\_\_\_\_ their attorney-in-fact and proxy for the sole purpose of casting the vote allocated to Lot \_\_\_\_, on all matters submitted to vote at that meeting of The Paddocks at Camden Homeowners Association, Inc., to be held on \_\_\_\_\_, 20\_\_.

The undersigned hereby ratify and confirm all such votes cast on behalf of said lot at that meeting, and certify that they are fully authorized to execute this instrument of proxy on behalf of all owners of any fee interest in said lot.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Section 8. Voting List. At least ten days before each meeting of members, the Secretary of the Association shall prepare an alphabetical list of the members entitled to vote at such meeting or any adjournment thereof, with the address of each, which list shall be kept on file with the book of records of the Association. This list shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any members during the whole time of the meeting.

Section 9. Waiver of Notice. Any member may waive notice of any meeting. The attendance by a member at a meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 10. Quorum. Except as otherwise provided for in these Bylaws, in the Declaration or by Chapter 47F of the South Carolina General Statutes, as the same may be

amended from time to time, the quorum required for any action which is subject to a vote of the members at an open meeting of the Association shall be as follows:

The first time a meeting of the Members of the Association is called to vote on (i) the gift or sale of any Common Area, (ii) an Amendment to this Declaration, or (iii) the termination of this Declaration, the presence of Members or proxies entitled to cast eighty percent (80%) of the total vote of the Membership required for such action shall constitute a quorum.

The first time a meeting of the Members of the Association is called to vote on any other action, the presence at the meeting of Members or proxies entitled to cast fifteen percent (15%) of the total vote of the Membership required for such action shall constitute a quorum, unless otherwise provided in the Declaration.

If the required quorum is not present at any meeting described above, with the exception of any meeting called to vote on (i) the gift or sale of any Common Area, (ii) an Amendment to this Declaration, or (iii) the termination of this Declaration, another meeting or meetings may be called subject to the giving or proper notice, and the required quorum at such subsequent meeting or meetings shall be one-half (%) of the required quorum at the preceding meeting.

Unless otherwise provided by the Declaration or these Bylaws, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this section of this Article and any other requirements for such "duly called meeting" which may be established by the Bylaws of the Association. For the purpose of this section, "proper notice" shall be deemed to be given when given each Member not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting at which any proposed action is to be considered.

All matters submitted to a vote at any meeting at which a quorum is present and held in accordance with these Bylaws shall be decided by a simple majority of the total votes cast unless a greater number is required by law, the Articles of incorporation, these Bylaws or the Declaration.

Section 11. Informal Action. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the Association to be kept as part of the Association's records.

Section 12. Remote Participation In Meetings. Any meeting of Members may be by means of remote communication and is subject to any guidelines and procedures that may be adopted by the Board and provided that (i) the Secretary (or Assistant Secretary) of the Association is able (and does) verify that each person participating in the meeting as a member is a Member, and (ii) the Members are provided a reasonable opportunity to participate in the meeting and vote on matters submitted to the members to the same extent they could participate and vote if present in person, including an opportunity to communicate and to read or hear the proceedings of the meeting, substantially concurrently with the proceedings. Additionally, notice of a meeting that will be held solely by remote communication shall include notice that the meeting will be held solely by means of remote communication and include sufficient instruction and information regarding how members may join the meeting remotely.

**ARTICLE VI**  
**BOARD OF DIRECTORS**

Section 1. Purpose, Number and Term of Office. The business and affairs of the Association shall be managed by a Board of Directors which shall initially consist of the three (3) initial Directors as named in the Articles of Incorporation of the Association. As long as Declarant has the right to appoint Directors pursuant to Section 3 of Article III of the Declaration, the number of Directors appointed by Declarant shall be not less than three (3) and may consist of non-Lot owners. At the first annual meeting of the membership of the Association following termination of Declarant's right to appoint Directors as set forth in Section 3 of Article III of the Declaration, the number of Directors of the corporation shall be no less than three (3) or more than five (5) members (or representatives of corporate or other non-human members), at least a majority of whom shall be Lot owners.

Section 2. Nomination. Nomination for election to the Board of Directors shall be made by the Board of Directors. Nominating may also be made from the floor at the annual meeting. The Board of Directors shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but no less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 3. Election and Term. The members of the Board of Directors of the Association shall be elected by the membership of the Association at each annual meeting of Association members, and those persons who receive the highest number of votes at a meeting shall be elected. The election of Directors shall be by ballot. Members or representatives of corporate or other non-human members may also serve as directors of the Association. The directors shall be elected to three-year terms, or until his/her death, disability, resignation or removal, or until his/her successor shall have been elected and qualified. Directors need not be residents of the State of South Carolina or Members of the Association. The terms of Directors shall be staggered so that no more than one third of the Directors stand for election in any year. After the termination of the Declarant Control Period, the Class "A" Members will elect at least three but not more than five directors as set forth below:

(a) Within 90 days after termination of the Declarant Control Period, the President shall call for an election by which the Class "A" Members shall designate whether the Board shall consist of 3 or 5 directors and shall then elect all of the directors. The directors elected by the Class "A" Members shall serve until the first annual meeting following the termination of the Declarant Control Period.

(b) Not later than the first annual meeting after the termination of the Declarant Control Period, an election shall be held at which the Class "A" Members shall elect the number of directors approved by the meeting held pursuant to Paragraph (a) above, who shall serve for staggered terms so that the director receiving the largest number of votes shall serve for a term of three years, one director, if the board is a 3-member board and two directors if the board consists of more than one member, shall serve for a term of two years, and the balance of the directors elected shall serve for a term of one year.

(c) Thereafter, directors shall be elected to serve three-year terms. Notwithstanding the stated length of any term, directors shall hold office until their respective successors have been elected. Directors may not serve more than two consecutive three-year terms.

Section 4. Removal. Any director may be removed at any time with or without cause by a vote of the members at a meeting held in accordance with these Bylaws. If any directors are so removed, new directors may be elected at the same meeting.

Section 5. Vacancies. In the event of the death, disability, resignation or removal of a Director, his/her successor shall be selected and appointed by the affirmative vote of a majority of the remaining directors (even though fewer than three directors may remain on the Board) to serve until the next annual meeting of the members. A director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office. Any directorship to be filled by reason of an increase in the authorized number of directors shall be filled only by election at an annual meeting or at a special meeting of Members called for that purpose.

Section 6. Powers and Duties. The Board of Directors shall have all the powers and duties of an executive board of a homeowners association as provided by Section 47F-3-102 and 103 of the South Carolina General Statutes and related provisions of Article 3 of Chapter 47F of the South Carolina General Statutes, as the same may be amended from time to time.

Section 7. Compensation. The Board of Directors may not compensate directors for their services as such, but may provide for the payment of any or all expenses incurred by directors in attending regular and special meetings of the Board or in performing his duties.

## ARTICLE VII MEETINGS OF DIRECTORS

Section 1. Called Meetings. A regular meeting of the Board of Directors shall be held within one month after the annual meeting of Members. In addition, the Board of Directors may provide, by resolution, the time and place, either within or without the State of South Carolina for the holding of additional regular meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. A special meeting may be held either within or without the State of South Carolina, as fixed by the person or persons calling the meeting. Further, any regular or special meeting of the Board may be conducted through the use of any means of communication by which all directors participating may simultaneously hear and be heard by each other during the meeting. A director participating in a meeting by this means is deemed to be present, in person, at the meeting.

Section 2. Notice of Meeting. Regular meetings of the Board of Directors may be held without notice. The person or persons calling a special meeting of the Board of Directors shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication (which may include by email). Such notice need not specify the purpose for which the meeting is called.

Section 3. Waiver of Notice. Any director may waive notice of any meeting. The attendance by a director at a meeting shall constitute a waiver of notice of such meeting, except

where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Quorum. A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 5. Manner of Acting. Except as otherwise provided in these Bylaws, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 6. Presumption of Assent. A director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 7. Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all the directors and filed in the book of records of the Association, whether done before or after the action so taken.

Section 8. Committees of the Board. The Board may establish either standing or ad hoc committees of the members to assist it in its work. Such committees shall be chaired by a Director.

## **ARTICLE VIII POWERS/DUTIES OF BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend a Member's voting rights and right to use of the recreational facilities as provided elsewhere;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A, B and C Members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability, hazard insurance on property owned by the Association and Director's and Officer's liability insurance;

(f) pay ad valorem taxes and public assessments levied against the Common Areas;

(g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) cause the Common Areas and the improvements to the Common Areas to be maintained;

(i) direct and supervise the affairs of the Association and require the Association to fulfill all of its obligations and duties set forth in the Declaration; and

(j) maintain and repair any private streets and any private water and sewer facilities.

**ARTICLE IX**  
**OFFICERS**

Section 1. Designation. The officers of the Association shall consist of a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the membership may from time to time elect. Any two or more offices may be held by the same person, but no officer may act in more than one capacity where action of two or more officers is required.

Section 2. Election and Term. The initial officers of the Association shall be elected by the initial directors of the Association. Subsequently, the officers of the Association shall be elected by the Board of Directors. Immediately after each annual meeting of the members of the Association and the election of a Board of Directors at that meeting, the Board of Directors shall meet to elect officers. Only members of the Board of Directors shall serve in the capacity of President and Vice President. Other officers need not be directors or Members of the Association. Each officer shall hold office until his/her death, disability, resignation or removal, or until the expiration of his/her term and the election of his/her successor.

Section 3. Removal. Any officer may be removed at any time with or without cause by the Board of Directors upon the affirmative vote or action of not less than two (2) of the directors.

Section 4. Vacancies. In the event of the death, disability, resignation or removal of an officer, his/her successor shall be selected and appointed by the Board of Directors (even though fewer than three directors may remain on the Board) to serve until the next annual meeting of the members of the Association.

Section 5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He/she shall, when present, preside at all meetings of the members. He/she shall sign, with the Secretary, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer of the Association, or shall be required by law to be otherwise signed or executed; and in general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-President. In the absence of the President or in the event of his/her death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or Board of Directors.

Section 7. Secretary. The Secretary shall: (a) keep minutes of the meetings of members, of the Board of Directors and of all Executive Committees in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of

the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; (e) keep or cause to be kept a record of the Association's Members, giving the names and addresses of all Members and the number of votes held by and addresses of all Members and the number of votes held by each, and prepare or cause to be prepared voting lists prior to each meeting of Members as required by law; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such depositories as shall be selected in accordance with the provisions of these Bylaws; (c) prepare, or cause to be prepared, a true statement of the Association's assets and liabilities as of the close of each fiscal year, all in reasonable detail, which statement shall be made and filed at the Association's registered office or principal place of business in the State of South Carolina within four months after the end of such fiscal year and there kept for a period of at least ten years; (d) issue, at the direction of the Board of Directors, certificates as to whether assessments on a specified lot have been paid; and (e) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors, or by these Bylaws.

Section 9. Compensation of Officers. In no event shall Members of the Association be compensated for serving as an officer except to the extent necessary to reimburse said officer for expenses incurred in performing his or her duties on behalf of the Association.

Section 10 Bonds. The Board of Directors may by resolution require an officer, agent or employee of the Association to give bond to the Association, with sufficient sureties, conditioned on the faithful performance of the duties of his respective office or position, and to comply with such other conditions as may from time to time be required by the Board of Directors.

## ARTICLE X CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers to enter into any contract or execute and deliver any instrument in the name of and on the behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks and Drafts. All checks, drafts or other orders for the payment of money, issued in the name of the Association, shall be signed by the President or the Treasurer of the Association.

Section 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such depositories as the Board of Directors may select.

## **ARTICLE XI INDEMNIFICATION**

Any person who at any time serves or has served as a director or officer of the Association shall have a right to be indemnified by the Association to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, incurred by him/her in connection with any threatened, pending, or completed civil, criminal, administrative, investigative, or arbitral action, suit, or proceeding (and any appeal therein), whether or not brought by or on behalf of the Association, seeking to hold him/her liable by reason of the fact that he/she is or was acting in such capacity, and (b) reasonable payments made by him/her in satisfaction of any judgment, money decree, fine, penalty or settlement for which he/she may have become liable in any such action, suit or proceeding.

Upon request for payment, the President of the Association shall promptly call a special meeting of the Board of Directors to obtain approval to pay the indemnification required by these Bylaws. Such approval may be general or confined to specific instances, and shall not be unreasonably withheld. Upon approval by the Board of Directors, the President shall promptly cause the indemnification to be paid to the requesting party.

Any person who at any time after the adoption of these Bylaws serves or has served as a director or officer of the Association shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of these Bylaws.

## **ARTICLE XII DISSOLUTION**

In the event of dissolution of the Association, the residual assets of the Association will be distributed to a nonprofit organization with purposes similar to those of the Association, or to any other organization eligible under the provisions of [Chapter 55A] of the South Carolina Code of Laws (1976, as amended).

## **ARTICLE XIII GENERAL PROVISIONS**

Section 1. Seal. The corporate seal of the Association shall consist of two concentric circles between which is the name of the Association and in the center of which is inscribed SEAL; and such seal, as impressed on the margin hereof, is hereby adopted as the corporate seal of the Association.

Section 2. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 3. Amendments. During the Declarant Control Period, Declarant shall have the right to amend or rescind and restate these Bylaws, without approval or joinder of the Association or any other Party except Initial Owner, whose written consent, which shall not be unreasonably withheld, to any amendment, rescission or restatement of these Bylaws, other than any required by the FHA, VA or other governmental agency whose approval of the Declaration and these bylaws is required, shall be required as long as Initial Owner owns any of the Properties. The members of the Association may amend these Bylaws, repeal these Bylaws and/or adopt new Bylaws at any regular or special meeting of the members by a majority of a quorum of Members present in person or by proxy. Any such amendment shall be prepared and executed by the President or Vice President on behalf of the Association and shall be certified and entered into the record book of the Association by the Secretary of the Association.

Section 4. Waiver of Notice. Whenever any notice is required to be given to any Member or director by law, by the Declaration or by these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 5. Association Records and Audit. The Association shall keep accurate records of all cash receipts and expenditures and all assets and liabilities. The Association shall make an annual income and expense statement and balance sheet available to all members of the Association at no charge and within seventy-five (75) days after the close of the fiscal year to which the information relates. A more extensive compilation, review, or audit of the Association's books and records for the current or immediately preceding fiscal year may be required by a vote of the majority of the Board of Directors or by the affirmative vote of a majority of the members of the Association present and voting in person or by proxy at any annual meeting or any special meeting duly called for that purpose.

Section 6. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

*[Remainder of page intentionally left blank.]*

This instrument, is hereby approved, accepted and adopted by the undersigned as the Bylaws of **The Paddocks at Camden Homeowners Association, Inc.** In witness whereof, the initial directors of the Association have executed this instrument, to be effective \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
, Initial Director

\_\_\_\_\_  
, Initial Director

\_\_\_\_\_  
, Initial Director

**EXHIBIT D**

**Exceptions**

**[LIST FROM FINAL TITLE COMMITMENT]**

## **Attachment 4**

Unified Architectural Concept



WELCOME HOME

---

# The Paddocks at Camden

PRODUCT VISION DECK



# Value Homes



# Move Up Homes



Cottage Homes (55+)



# Luxury & Estate Homes





WELCOME HOME

---

# The Paddocks at Camden

AMENITIES VISION DECK



# The Paddocks at Camden



# The Paddocks at Camden



# The Paddocks at Camden

