

DEVELOPMENT AGREEMENT

BETWEEN

GOOD HOPE CORPORATION

AND THE

TOWN OF RIDGELAND

June 18, 2009

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STATE OF SOUTH CAROLINA

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DEVELOPMENT AGREEMENT

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COUNTY OF JASPER

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FOR THE GOOD HOPE TRACT

This Development Agreement (the "Agreement") is made and entered this 18 day of June, 2009, by and between Good Hope Corporation, c/o Jane L. Powell, whose address is 315 Good Hope Plantation Road, Ridgeland, SC 29936; Coles Island, LLC; Lawrence B. Van Ingen III; Anne H. Van Ingen; Mary VI. Courtemanche; Evelyn VI. Fell; Herbert P. Van Ingen; Helen Engelhardt, Successor Trustee of the Serena V.I. McCallum Revocable Trust dated February 13, 2003; Harriet Love; William B. Van Ingen; Edie Crawford; and Gillean Corp ("Owner") and the Town of Ridgeland, South Carolina (the "Town"), a municipal corporation and political subdivision of the State of South Carolina.

WHEREAS, the General Assembly of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act," (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and,

WHEREAS, the Act recognizes that "[t]he lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." (Section 6-31-10 (B)(1)); and,

WHEREAS, the Act also states that "[d]evelopment agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the Property. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws

and regulations which promote the public safety, health, and general welfare of the citizens of our State." (Section 6-31-10 (B)(6)); and,

WHEREAS, the Act further authorizes local governments, including town governments, to enter Development Agreements with owners to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, Owner currently owns approximately 16,000 acres generally known as Good Hope and proposes to create the highest standard of land stewardship that assures the future of Good Hope as a predominantly rural, conservation-oriented property; and,

WHEREAS, Owner desires, through the execution of this Development Agreement , to increase the intrinsic value of the Good Hope Tract by celebrating the historical significance of the area, protecting the natural resources associated with its land and adjacent coastal environs, and creating human settlements that will become an integral, interactive part of a healthy rural ecosystem; and

WHEREAS, the Town finds that the program of development, preservation and conservation proposed by Owner for this Property is consistent with the Town 's comprehensive land use plan; and will further the health, safety, welfare and economic well being of the Town and its residents; and,

WHEREAS, the program for the development of the Property includes Owner's desire to celebrate and protect the historical and archaeological sites within the Property and to preserve portions thereof to enable future generations to appreciate the heritage and culture of the region; and,

WHEREAS, the program for development of the Property contemplates the development of a Planned Unit Development, premised on the Town of Ridgeland CPDO, in a manner that is consistent with resource-based conservation principles promoting preservation and development plans that protect the natural resources associated with the land and adjacent

coastal environs, allowing the creation of human settlements that will become an interactive part of a healthy rural ecosystem; and

WHEREAS, the program for development of the Property contemplates the development of a Highway Commercial Planning Area in a manner that is consistent with the market and the needs of the community within the less environmentally sensitive areas of the Property; and,

WHEREAS, this Development Agreement is being made and entered into between Owner and the Town, under the terms of the Act, for the purpose of providing assurances to Owner that it may proceed with its development plan pursuant to the terms and conditions hereof, without encountering future changes in law which would materially affect the ability to develop under the plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the Town, and for the purpose of providing certain funding and funding sources to assist the Town in meeting the service and infrastructure needs associated with the development authorized hereunder;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the Town and Owner by entering into this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the Town and Owner hereby agree as follows:

1. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.

2. DEFINITIONS.

As used herein, the following terms mean:

“Act” means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

“Adjacent Land” shall mean any real property directly contiguous to the Good Hope Tract.

“Agreement” shall mean this Development Agreement as amended by the Town and Developer in writing from time to time.

“Association” shall mean one (1) or more property owners’ associations established to maintain portions of the Property.

“Conservation Easement” shall mean that certain Conservation Easement granted by the Good Hope Corporation to the Lowcountry Open Land Trust, Inc., dated the 30th day of April, 2008, recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Book 0660 at Page 004, protecting approximately 2,000 acres of conservation property generally referred to as the Honey Hill and Pine Barren Tracts and any subsequent Conservation Easements established by the Owner and/or Developers hereafter.

“Conservation Protection District Ordinance” (“CPDO”) means Article XI, Conservation Protection District of the Town of Ridgeland Zoning Ordinance and Land Use Regulations (Ordinance No. 07-37) as enacted by the Town of Ridgeland as of the 3rd day of January, 2008, attached hereto and marked as Exhibit D.

“Conservation Protection Planning Area” (“CPPA”) means the planning areas generally illustrated on Exhibit C of the Good Hope Planned Development District Concept Plan attached hereto as Exhibit A, as the Conservation Protection Planning Area to be developed subject to the provisions of this Agreement and the Zoning Regulations.

“Developer” means Owner and all successors in title or lessees of Owner to whom the prior Owner or Developer transfers Development Rights related to a Parcel of the Good Hope Tract pursuant to the terms of this Agreement.

“Development” has the same meaning as given in Section 1.6 of the Town of Ridgeland Zoning Ordinance and Land Development Regulations, specifically the performance of any building or mining operation, the making of any material change in the use of any structure or land, or the division of land into two or more parcels, lots, building sites or building units.

“Development Fees” means those specific charges imposed by the Town associated with the Development of property enumerated as such in Section 14 of this Agreement.

“Development Rights” means the rights conferred under this Agreement, the Zoning Regulations and general law on a Developer to undertake Development on a Parcel of the Good Hope Tract under the terms of this Agreement and general law.

“Development Plan” means an engineered plan for the Development of a Parcel of the Good Hope Tract submitted and approved pursuant to Section 10.12 of the Ridgeland Planned Development District Ordinance.

“Development Schedule” means that Development Schedule as more fully described in Section 6.31.60(B) of the Act.

“Development Summary Table” means a table setting forth the total number of dwelling units allocated by the Development Agreement to the Good Hope Tract and to each respective Planning Area, the total number of development units consumed in previously approved Master Plans, the number of dwelling units that are subject to the then-current Master Plan application, or transfer of interest in accordance with Section 6 hereof, and the amount of existing dedicated Open Space within the Good Hope Tract as of that date. The Development Summary Table as used herein shall be executed by the Assignee of Development Rights and/or the Owner or Developer submitting a Master Plan to the Town for approval.

“DHEC” means the South Carolina Department of Health and Environmental Control.

“Effective Date” means the date on which the last party to this Agreement affixes its signature to this Development Agreement.

“Good Hope” means the Good Hope Corporation.

“Good Hope Planned Development District Concept Plan” (“PDD Plan”) means the Good Hope Planned Development District Concept Plan, and the Exhibits attached thereto, prepared for Good Hope, attached hereto and marked as Exhibit A and incorporated herein by reference.

“Good Hope Planned Development District Ordinance” means that ordinance entitled “An Ordinance to adopt the Good Hope Development Agreement by and among the Good Hope Corporation, et al and the Town of Ridgeland, South Carolina and to authorize the town administrator to execute and deliver the Development Agreement and subject to the provisions of the Development Agreement and Article X of the Town of Ridgeland Zoning Ordinance and Land Use Development Regulations to zone the property as a Planned Development District,” approved by the Town of Ridgeland on the 18th day of June, 2009, attached hereto as part of Exhibit B.

“Good Hope Tract” means that certain tract of land of approximately 15,991 acres described as the Good Hope Planned Development District on Exhibit B to the Good Hope Planned Development District Concept Plan attached hereto as Exhibit A.

“Highway Commercial Planning Area” (“HCPA”) means the planning areas generally illustrated on Exhibit C of the Good Hope Planned Development District Concept Plan attached hereto as Exhibit A, as the Highway Commercial Planning Area to be developed subject to the provisions of this Agreement and the Zoning Regulations.

“Historic Preservation Law” means all state and federal laws and regulations related to the identification, protection and preservation of historical, archeological, or paleontological sites or historical or cultural assets.

“Historic Preservation Planning Area” (“HP”) means the planning areas generally illustrated on Exhibit C of the Good Hope Planned Development District Concept Plan attached hereto as Exhibit A, as the Historic Preservation Planning Area to be developed subject to the provisions of this Agreement and the Zoning Regulations.

“Master Plan” means a Master Plan for the development of all or any portion of Parcel A and/or Parcel E of the Good Hope Tract consisting of not less than 200 acres of highland (which acres are not jurisdictional wetlands or wetland buffer areas, with the exceptions of the platting of road sections) submitted and approved pursuant to the Zoning Regulations; provided however that a Master Plan for the development of all or any portion of Parcels B, C and D of the Good Hope Tract may consist of not less than 25 acres of highland. All Parcels are more clearly identified on the Parcel Exhibit which is identified as Exhibit “B” to the Good Hope Planned Development District Concept Plan.

“Municipal Service and Town Park Site” means the sites generally illustrated on Exhibit C of the Good Hope Planned Development District Concept Plan attached hereto as Exhibit A, to be developed subject to the provisions of this Agreement and the Zoning Regulations.

“On-Site Infrastructure” means all infrastructure located or to be located on the Good Hope Tract related to potable water service and wastewater collection and disposal service necessary to serve the anticipated development on the Good Hope Tract.

“On-Site Water Infrastructure” means the potable water transmission and storage facilities and distribution infrastructure necessary to serve Development of the Good Hope Tract, including potable water wells, potable water treatment facilities, potable water storage facilities, or major potable water transmission lines, but only to the extent that the facilities are designed and intended to serve multiple areas of Development within the Property. On-Site Water Infrastructure shall not include any distribution mains, distribution lines, service lines or appurtenant facilities serving one or more individual development parcels within the Property only, or other items constituting Developer Water Infrastructure.

“On-Site Waste Water Infrastructure” means the wastewater transmission, treatment and disposal infrastructure necessary to serve the Development of the Good Hope Tract and includes waste water transmission lines that are anticipated to serve multiple areas of Development within the Property, but shall not include any service or collection lines, laterals or associated facilities, including pump stations or lift stations and force mains, serving one or more individual development areas within the Property, or other items constituting Developer Waste Water Infrastructure.

“Open Space” shall have the same meaning as given in Article XI of the TRZO.

“Owner” or **“Owners”** means the owners set forth in the preamble to this Agreement, their successors and assigns.

“Parcel” means a tract of land intended for initial Development or in process of initial Development but shall not include land sold as individual lots platted for sale to the public or where Development Rights under this Agreement are not transferred as part of the sale or transfer.

“Party” or **“Parties”** means, except where the context otherwise requires or the Agreement expressly provides otherwise, the signatories to this Agreement and their respective heirs, successors, and assigns.

“Planning Area” means the planning areas generally illustrated on Exhibit C of the Good Hope Planned Development District Concept Plan attached hereto as Exhibit A, to be developed subject to the provisions of this Agreement and the Zoning Regulations.

“Property” means the Good Hope Tract.

“Residential Equivalent Unit” (“REU”) means the water capacity fees (“Water Capacity Fees”) and sewer capacity fees (“Sewer Capacity Fees”) the Town of Ridgeland charges town-wide for the delivery of water and sewer service to a single family residence.

“Ridgeland Planned Development District Ordinance” (“PDDO”) means that ordinance entitled “An Ordinance Adding a New Article X, Planned Development District to the Town of Ridgeland Zoning Ordinance and Land Use Development Ordinance No. 07-06, adopted on August 2, 2007.

“Term” means the duration of this Agreement as set forth in Section 3 hereof.

“Town” or “Town of Ridgeland” means the Town of Ridgeland, South Carolina.

“Village Commercial Planning Area” (“VCPA”) means the planning areas generally illustrated on Exhibit C of the Good Hope Planned Development District Concept Plan attached hereto as Exhibit A, as the Village Commercial Planning Area to be developed subject to the provisions of this Agreement and the Zoning Regulations.

“Town of Ridgeland Zoning Ordinance and Land Use Development Regulations” (“TRZO”) means the 2005 Town of Ridgeland Zoning Ordinance and Land Use Development Regulations, as as amended through the date of this Agreement.

“Zoning Regulations” means, subject to the provisions set forth in Section 4.1 herein, the Good Hope Planned Development District Ordinance establishing a Planned Development District for the Property, and all the attachments thereto, including this Development Agreement and all Exhibits attached hereto, and the Good Hope Planned Development District and Concept Plan, and all the attachments thereto, and the TRZO; the Town of Ridgeland Subdivision Regulations; landscape standards; master signage program, as the provisions thereof may be clarified or modified by the PDD Plan and this Agreement; and where applicable, the Town of Ridgeland CPDO.

3. TERM AND AMENDMENTS.

3.1. Term. Subject to the provisions set forth in Section 3.3, the term of this Agreement shall commence on the Effective Date and shall terminate thirty (30) years thereafter.

3.2. Term Renewal. To the extent permitted by law, the Term of this Agreement will be renewed for two (2) ten (10) year periods absent a default under the terms of this Agreement pursuant to Section 19 hereof during the initial thirty (30) year term or any subsequent renewal.

3.3. Term Limitations. The Town and Owner agree that it is their intent that, to the extent permitted by law, the Term of this Agreement applies to all Parcels. In the event, however, a third party challenges the Term of this Agreement, a court of competent jurisdiction thereafter determines that the length of the Term exceeds the maximum term allowed under the Act, and all applicable judicial appeal periods have expired without such determination being overturned, then the Term of this Agreement relative to all or specific affected portions of the Property shall be reduced to the maximum permissible term under the Act.

4. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with the Zoning Regulations.

4.1. Hierarchy of Documents. In the event of a conflict in the terms of the documents establishing zoning and Development Rights related to the Good Hope Tract, the hierarchy of controlling documents is: 1) this Agreement; 2) the Good Hope Planned Development District Concept Plan; 3) the CPDO; 4) the TRZO; and 5) the Town of Ridgeland Subdivision Regulations. The terms of the TRZO shall govern all matters not expressly addressed in this Agreement, the Concept Plan and the CPDO. To the extent that one or more of the Parties asserts an ambiguity, the Parties shall attempt in good faith to resolve the alleged

ambiguity consistent with the terms and purposes of this Development Agreement and the other controlling documents identified in this Section.

4.2. Master Plans and Development Plans. The Owners and Developers shall comply with the terms of the PDDO as to the filing and approval of Master Plans and Development Plans related to the Good Hope Tract by the Town. Each Master Plan application shall include a Development Summary Table.

4.3. Review Costs. All costs charged by or to the Town for reviews required by the Town shall be paid by Owner or Developer or other party applying for such review as generally charged throughout the Town for plan review.

4.4. Review Procedures. Throughout the Term of this Agreement, the Town shall maintain or cause to be maintained a procedure for the processing of applications for approvals of Master Plans, Development Plans, and other plan permitting and review as contemplated by the Zoning Regulations, the PDDO, and this Agreement. Other provisions of this Agreement notwithstanding, the terms of the PDDO and other Zoning Regulations related to the time periods, information requirements, procedures and decision-making bodies involved in the review and approval of such applications may be modified or amended by the Town by ordinances of general applicability with the Town provided that Owners and Developers of the Good Hope Tract are treated equitably with the owners and developers of other properties within the Town.

5. CHANGES TO ZONING REGULATIONS.

Except as expressly provided in this Agreement, Development of the Good Hope Tract shall be governed by the terms of this Agreement, the Zoning Regulations and the CPDO as they exist on the effective date of this Agreement. The terms of this Agreement, the Zoning Regulations and the CPDO as they relate to the Good Hope Tract shall not be amended or modified during the Term, without the express written consent of Owners, except in accordance with the procedures and provisions of Section 6-31-80(B) of the Act. By entering into this Agreement, Owners and Developers do not waive or relinquish the right to challenge any future

attempt by the Town to amend this Agreement, the Zoning Regulations or CPDO under the terms of Section 6-31-80(B) of the Act, but retain all rights to challenge such actions that may be afforded to them by law.

6. TRANSFERS OF INTEREST.

6.1. Notification. Each Owner or Developer shall notify the Town, in writing, each time that it transfers Development Rights as to any Parcel to any other Owner or Developer. Such information shall include the legal name of the acquiring Owner or Developer, the current address and the name of a contact person at that entity, the location and number of acres of the Property transferred, a description of the Development Rights transferred, and the allocation of any rights or responsibilities arising under this Agreement transferred to the acquiring Owner or Developer. The Notification shall also include an updated Development Summary Table reflecting the transferred rights. The entity acquiring Development Rights hereunder shall file with the Town an acknowledgment of this Agreement as well as a commitment to be bound by them, all in a form reasonably satisfactory to the Town.

7. POTABLE WATER/SANITARY SEWER.

Each Owner and Developer, and their respective heirs, successors and assigns agree that Development may not proceed unless a source of public potable water supply and source of sanitary sewer service is available to provide service to all buildings and structures prior to occupancy, with the exception of irrigation facilities, incidental maintenance facilities, golf courses, earthworks and similar non-residential amenities which exist from time to time, and except as otherwise provided herein for facilities in temporary use (temporary being the interim period that exists between the Effective Date of this Agreement and the time that the Town or some other provider of public potable water and sanitary sewer services accepts and takes over the ownership and operation of the On-Site Water Infrastructure and the On-Site Wastewater

attempt by the Town to amend this Agreement, the Zoning Regulations or CPDO under the terms of Section 6-31-80(B) of the Act, but retain all rights to challenge such actions that may be afforded to them by law.

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Each Owner and Developer, and their respective heirs, successors and assigns agree that Development may not proceed unless a source of public potable water supply and source of sanitary sewer service is available to provide service to all buildings and structures prior to occupancy, with the exception of irrigation facilities, incidental maintenance facilities, golf courses, earthworks and similar non-residential amenities which exist from time to time, and except as otherwise provided herein for facilities in temporary use (temporary being the interim period that exists between the Effective Date of this Agreement and the time that the Town or some other provider of public potable water and sanitary sewer services accepts and takes over the ownership and operation of the On-Site Water Infrastructure and the On-Site Wastewater Infrastructure). Provided however that:

- A. When in compliance with Zoning Regulations and environmental standards, as promulgated and administered by DHEC, and other

applicable regulatory bodies, individual septic tanks and small package plants may be permitted for (i) temporary sales offices, (ii) large lot single family residential tracts where the expense of installing sanitary sewer lines would be prohibitive, and (iii) any other development within the Property where it is impractical to install sanitary sewer lines due to the length of lines necessary and the costs associated therewith.

- B. When in compliance the Zoning Regulations and environmental standards, as promulgated and administered by DHEC, and other applicable regulatory bodies, individual potable water wells and other appurtenances associated therewith for required water pressures and fire protection may be permitted for (i) temporary sales offices (ii) large lot single family residential tracts where the expense of installing water lines would be prohibitive, and (iii) any other development within the Property where it is impractical to install potable water lines due to the length of lines necessary and the costs associated therewith.
- C. The installation of individual septic tanks or potable water wells and appurtenant structures required by DHEC or other regulatory bodies is to be approved on an area by area basis by the Town at the time that the Master Plan or Development Plan is approved for the area in question.
- D. Owner shall be responsible for all maintenance and operational costs for temporary use On-site Infrastructure as described in sub-paragraphs A and B above.

8. DEVELOPMENT SCHEDULE.

Each Parcel shall be developed in accordance with the development schedule ("Development Schedule"), attached hereto as Exhibit C, or as may be amended by the respective Owner(s) or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of an Owner and any Developer to meet the initial Development Schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the

failure to meet the Development Schedule shall be judged by the totality of circumstances, including but not limited to the Owner(s) and Developer(s) good faith efforts to attain compliance with the Development Schedule. These schedules are planning and forecasting tools only, and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right. Furthermore, periodic adjustments to the Development Schedule of a Parcel which may be submitted unilaterally by the respective Owner(s) and Developer(s) in the future, shall not be considered a material amendment or breach of the Agreement.

9. ALLOWED USES AND DENSITY.

9.1. Equitable Density and Development Rights Distribution. It is specifically agreed and understood between the Owners of the Property that the allowed density (subject to and in accordance with the terms and conditions of the Development Agreement) shall be ratably proportioned amongst the Owners based on the total gross acreage owned by each Owner relative to the total acreage, unless otherwise agreed, subject to the Development Agreement. The allocation of density shall be made prior to the submission of the first initial master plan submitted to the Town by any Owner for their respective property. Each Owner shall have all rights and responsibilities in regard to the development of its respective property as provided for in the Development Agreement. It is agreed that the Owners and Developers shall be bound to INDEMNIFY AND SAVE THE TOWN HARMLESS from and against any claim, lawsuit or dispute of any kind or nature between Owners and/or Developers arising out of the distribution and/or allocation of Development Rights, Open Space or any other matter arising out this Section 9.1, including but not being limited to the costs of any attorney's fees or any other costs that the Town may incur in regard to any such dispute, lawsuit or claim.

9.2. Planning Areas. Development within Good Hope Tract shall take place within Planning Areas designated in Master Plans and Development Plans as one or more of the following:

- 1) Conservation Protection Planning Area,
- 2) Historic Preservation Planning Area,
- 3) Village Commercial Planning Area,
- 4) Highway Commercial Planning Area.

Development in each Planning Area shall be subject to the terms, conditions, limitations and uses established for such Planning Areas in the Zoning Regulations.

9.3. Historic Preservation Planning Area. Development within any Historic Preservation Planning Area shall be subject to each of the following:

- A. The terms of any perpetual easements, conservation easements, or restrictive covenants applicable to the area in question;
- B. The terms and limitations of all applicable Historical Preservation Laws, and
- C. The terms, conditions, limitations and limitations of uses applicable to Conservation Protection Planning Areas as provided in the Zoning Regulations.

9.4. Conservation Protection Planning Area. Within CPPAs there shall be no limitations on residential lot sizes and residential development may include detached and attached single-family residences. Subject to the terms and conditions of the Zoning Regulations, clustering of single-family residential dwellings shall be encouraged to maximize open space.

9.5. Highway Commercial Planning Area. Those planning areas designated as being Highway Commercial shall be subject to the entitlements, terms and conditions contained within the Zoning Regulations.

9.6. Village Commercial Planning Area. Those planning areas designated as being Village Commercial shall be subject to the entitlements, terms and conditions contained within the Zoning Regulations.

9.7 Allowable Densities. Unless otherwise modified as permitted under the terms of this Agreement:

- A. The maximum aggregate number of residential dwelling units that shall be permitted on the Good Hope Tract under the Zoning Regulations is 4,409 residential dwelling units, including 1,260 residential dwelling units allocated to the HCPA.
- B. The maximum aggregate acreage of Village Commercial Planning Areas permitted on the Good Hope Tract in accordance with the Zoning Regulations is 252 acres.
- C. The aggregate amount of Open Space required on the Good Hope Tract in accordance with the Zoning Regulations represents 50% of the gross acreage of the Good Hope Tract.

9.8. Density Increases. To encourage the clustering of residential development and increasing the area of land designated as Open Space, the total number of residential units that may be constructed on the Good Hope Tract or any Parcel thereof may be increased by two (2) residential dwelling units for each four (4) additional acres of land designated as Open Space above the Open Space acreage otherwise required under the Zoning Regulations. The clustering of development and the additional dedication of Open Space acreage shall be contained in the application for approval or amendment to a Master Plan for the Parcel in question.

9.9. Open Space Outside of Municipal Boundaries. The Open Space required under the Zoning Regulations shall be calculated on the gross acreage within the Good Hope Tract even though portions of the Good Hope Tract may not be within the boundaries of the Town, provided that areas set aside as open space outside the boundaries of the Town a) are part of the Good Hope Development District as listed on Exhibit B to the Concept Plan, b)

are subject to the permanent, legally binding restrictions on the uses permissible in the areas which are at least as restrictive as the limitations on development required for the acreage to be counted as Open Space under the Zoning Regulations; c) are areas that would qualify as part of the gross acreage of the Good Hope Tract, defined to include uplands and freshwater wetlands and other areas defined within the Zoning Regulations, and d) the conservation easements or other legally binding covenants or dedications restricting the use of the property as Open Space shall be in a form, reasonably acceptable to the Town, allowing their enforcement by the Town and preventing their release or extinguishment without the written consent of the Town.

9.10. Planning Areas Flexibility. The Town and the Owner recognize that the designation of Planning Area tracts on the Good Hope Planned Development District Concept Plan are for planning purposes only, which can be affected by topography, archaeology, wetlands, sites of historical significance, market conditions and amendment by federal or state authorities of designations or re-designations of sites of historical significance . Accordingly, in applications for approval or amendment of Master Plans, the density allocations and configuration of each Planning Area may be varied by the Owner, and density may be transferred from one tract to another, provided that the maximum amount of density set forth in the PDD is not exceeded and the other terms of this Agreement and the Zoning Regulations are met.

9.11. Conversion Rights. Owner and Developers shall have the right to convert Highway Commercial and/or Village Commercial density into residential density within the Highway Commercial and Village Commercial Planning Areas and likewise shall have the right to convert residential density into Highway Commercial or Village Commercial density. One (1) acre of Village Commercial or Highway Commercial shall be convertible into two (2) residential dwelling units, and likewise two (2) residential dwelling units shall be convertible into one (1) acre of Village Commercial or Highway Commercial density. The number of units converted during the prior year shall be made known to the Town during each annual compliance meeting associated with this Development Agreement. Once any conversion hereunder has taken place, any subsequent conversion between the same uses shall first be reverted back to the original density allocations and land use designations as existed prior to the initial conversion.

10. RESTRICTED ACCESS

The Owner and/or each Developer shall have the right (but not the obligation) to create restricted access communities within the Property as long as such limited access does not adversely affect in any material respect adjacent traffic patterns on public roads or materially interfere with the provision of public services such as police, fire protection and emergency services.

11. EFFECT OF FUTURE LAWS.

11.1. Vested Rights. Each Owner (and its Developers, with the approval of Owner), shall have vested rights to undertake Development of any portion or all of such Owner's Parcel in accordance with the Zoning Regulations as applicable to the Good Hope Tract, as defined herein and modified hereby, and as may be modified in the future pursuant to the terms of this Agreement for the entirety of the Term. Subject to the provisions of Section 5 hereof, future enactments of, or changes or amendments to, the applicable Town ordinances, including zoning or development standards ordinances or the CPDO (as amended herein), which conflict with the Zoning Regulations and/or the CPDO (as amended herein) in effect as of the date hereof, shall not apply to the Property unless the procedures and provisions of Section 6-31-80 (B) of the Act are followed, which Owner shall have the right to challenge. Notwithstanding the above, the Property will be subject to then current fire safety standards and state and/or federal environmental guidelines standards of general application.

11.2. Application of Codes. The Parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future engineering, building, housing, electrical, plumbing, gas or other standard codes, or any ad valorem tax of general application throughout the Town, found by the Town Council to be necessary to protect the health, safety and welfare of the citizens of the Town.

12. INFRASTRUCTURE AND SERVICES

The Town and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and certain other necessary services will be provided by other governmental or quasi-governmental entities,

and not by the Town. For clarification, the Parties make specific note of and acknowledge the following:

12.1. Private Roads. The Town shall not be responsible for the construction or maintenance of any private roads within the Good Hope Tract. All roads within the Property shall be constructed by any Owner, Developer, Association or individual property owner and maintained by such parties. The Owner and/or Developer will comply with all applicable ordinances, rules and regulations and construction standards as promulgated by the Town regarding access, use and construction of all roads on the Property, including the Zoning Regulations.

12.2. Public Roads. All public roads outside the Property that serve the Property are under the jurisdiction of the State of South Carolina Department of Transportation regarding access, construction, improvements and maintenance. Owner acknowledges that it must comply with all applicable state statutes and rules and regulations of the South Carolina Department of Transportation or its successor regarding access and use of such public roads within its jurisdiction. Future public roads may serve the Property. The Town shall not be responsible for construction, improvements or maintenance of the public roads which now or hereafter serve the Property, unless set forth in this Agreement or it otherwise agrees. Owner currently has no intent to construct new public roads on the Property, and if such public roads are constructed in the future, Owner or an established property owner's association will be responsible for the maintenance of all landscaping. Additional public roads may be planned in the future, upon written agreement between Owner and the Town. The Owner shall have the right to design and construct upon obtaining permits from applicable governmental authorities roadways designated on the PDD Plan, provided such design is in conformance with and capable of absorbing the traffic loading created by the Property. To the extent that any third party is permitted by the Town to utilize any public road right-of-way within the Property to install underground utilities or other public services within such road right-of-way, then the Town shall require that such party perform such work in a good and workmanlike manner and restore any damage to the right-of-way and/or landscaping or other improvements in connection therewith promptly. To the extent practical, Owner will utilize construction accesses and temporary construction roads to minimize the use by construction vehicles and construction supply trucks

of the public roads to be constructed, to avoid undue wear and tear. The Town makes no representations or guarantees that any roadway access shown on the Good Hope Planned Development District Concept Plan will be permitted or allowed. Access must meet the requirements of the SCDOT and the Town. The Town will work with the Owner/Developer to obtain a minimum of fifteen independent full access points to access the Property and all other contiguous public roads. Further terms and conditions involving roads are contained within the Zoning Regulations.

12.3. Potable Water/Sewage Treatment and Disposal. It is the intent of the Parties that all public potable water and all public sewer service to the Property shall be provided by the Town or other supplier approved by the Town, subject to the provisions of Section 7 of this Agreement. The Owner agrees that it will not create its own potable water and sewer service for the Good Hope Tract nor will it contract with another third party to provide potable water and private sewer service on behalf of the Owners, except as specifically provided for in Section 7 above. The Owners and/or Developers shall be required to provide the Town with thirty-six (36) months advance written notice ("Notice") of the Owner and/or Developers need for such service. Upon such Notice, Owner and the Town shall negotiate a mutually agreeable Water and Sewer Agreement ("Water and Sewer Agreement") which shall provide among other things that the Owner shall be responsible to construct or cause to be constructed all On-site Water Infrastructure and On-Site Wastewater Infrastructure as well as address the reuse of effluent. Upon completion of construction of the On-Site Infrastructure and subject to satisfactory inspection by the Town and other requirements as may be contained in the Water and Sewer Agreement, the Owner will convey to the Town the On-Site Infrastructure along with sufficient rights-of-way and/or easements to allow the Town all weather access to all water wells, pumps, water storage facilities, etc., for the purpose of operation and maintenance of the On-site Water Infrastructure and On-site Wastewater Infrastructure, subject to other terms contained within the Water and Sewer Agreement. Subject to the terms and conditions of the Water and Sewer Agreement, the Town, or Town approved provider, will accept title to the On-Site Infrastructure and operate and maintain same as a part of its water and wastewater distribution system. Upon completion and dedication of the On-Site Infrastructure to the Town, the Approved Project Costs (and at Owners' option, the FMV of the Effluent Disposal Area, Additional Acreage, and the Water and Sewer Site) as herein defined shall be credited to the

Owner as Residential Equivalent Units (REUs) which shall be monetarily valued at the time the Approved Project Costs are determined. The Approved Project Cost shall be divided by the Town's then current water and wastewater capacity fees per REU, leaving the Owner with the resulting amount of REU credits to be used at a later time. At the time of REU credit redemption, the REU credit shall be monetarily valued at the then present highest Town-wide charges for water capacity fees ("Water Capacity Fees") and sewer capacity fees ("Sewer Capacity Fees"). REU credits shall be credited against future water capacity fees ("Water Capacity Fees"), water tap fees ("Water Tap Fees"), sewer capacity fees ("Sewer Capacity Fees"), and sewer tap fees ("Sewer Tap Fees") until such credit is exhausted, provided that the Owner will not receive credit for Water Tap Fees unless and until the Owner installs lateral lines running from the main water line to the individual parcels, and the Owner will not receive credit for Sewer Tap Fees unless and until the Owner installs lateral lines running from the main sewer lines to the individual parcels. The Water and Sewer Agreement shall also provide the Owners with a right of first refusal to any excess effluent treated by the Town and the Owner shall have the right to resell any such effluent to any third party. The Water and Sewer Agreement shall also include a provision reasonably acceptable to the parties that if the Town constructs water or wastewater facilities at the direction of Owner and Owner fails to utilize same to the extent of the Development Schedule within a reasonable period of time, the Town shall have a right to assess the Owner with a reasonable availability fee ("Availability Fee") directly related to the Town's cost resulting from the Owner's failure to utilize the facility in accordance with the Development Schedule. The Town shall furnish the Owner with supporting documentation with regard to the basis of its Availability Fee and the Owner reserves the right to disagree. To the extent the Owner does not agree with the Availability Fee proposed by the Town, the parties shall determine the applicable fee by engaging in binding arbitration, in accordance with the most current commercial rules of the American Arbitration Association, with an Order of the Arbitrator to be issued within ninety (90) days of the Arbitrator being seated. Notwithstanding the above, in the event that the Town is unwilling or unable for any reason to provide all public potable water and all public sewer services to the Property after Notice, or has not made reasonable progress in the installation of Town-provided facilities necessary to provide potable water and public sewer services to the Property within thirty-six (36) months from the date of the Notice, Owners and/or Developers shall have the right to utilize other providers of public potable water and public sewer service to provide service to the Property.

12.4. Police Services. The Town shall provide police protection services to the Property (specifically including, but not limited to, the Boat Landing) on the same basis as is provided to other similarly situated residents and businesses in the Town and consistent with the densities, development patterns and status of development of the Property. Should Owner desire an increased level of service above the normal Town level of police service, Owner shall be responsible for either providing such services through the use of private security forces or shall pay the Town's direct or indirect costs for providing such increased level of service.

12.5. Fire Services. Town shall provide fire protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the Town and consistent with the densities, development patterns and status of development of the Property. Owner acknowledges the jurisdiction of the Town's fire department on the Property and shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community.

12.6. Recreation Services. To the extent practicable, Town shall provide recreation services to the Property on the same basis as is provided to other similarly situated residents and businesses in the Town and consistent with the densities, development patterns and status of development of the Property..

12.7. Other Services. To the extent that the Town provides or will provide any other services, on a Town-wide basis, the Town will, to the extent practicable, provide such services to the Property on the basis as is provided to other similarly situated residents and business in the Town and consistent with the densities, development patterns and status of development of the Property.

**13. HISTORIC PRESERVATION, CONSERVATION PROTECTION, AND
CREATION OF S.C. HIGHWAY 462 GREEN BELT.**

The Owner recognizes the cultural, historic and environmental sensitivity of the Property and the opportunity to celebrate the historical significance of the area as it adopts its

policies and philosophies guiding the development. Additionally, the Owner has recognized that the increased growth of the Town will result in additional expense to the Town and its citizens and is desirous of utilizing and/or contributing portions of its Property to avoid burdening the Town's taxpayers as the entire community grows and develops. Accordingly, in consideration of the mutual agreements and covenants set forth herein, the Owner agrees to provide the Town with the following:

13.1. Effluent Disposal Area. The Owner shall provide the Town, through relocatable easement or deed at the option of Owner, approximately eighty-one (81) acres within the Property for above-ground effluent disposal (land application system) of secondarily tertiary treated wastewater for the Town of Ridgeland. The easement or deed shall be provided to the Town within thirty (30) days of the date of execution hereof and shall provide that it can be relocated at Owner's option and at Owner's sole expense, upon reasonable notice, provided however, that such relocation can be accomplished in such a manner as does not unreasonably interrupt the Town's disposal requirements. The terms and conditions of any easement shall comply with any minimum standards of DHEC for efficient use of the property as an effluent disposal area. The current area to be subject to the easement and/or conveyed for effluent disposal is identified as a Potential Area Suitable For Spray Field Application as shown on the Good Hope Planned Development District Concept Plan. At such time as the Owner provides the easement or deed, the Owner shall be entitled to a credit ("Effluent Disposal Credit") against Development fees, Water Capacity Fees, Water Tap Fees, Sewer Capacity Fees or Sewer Tap Fees, in accordance with Section 14.1.11, of this Agreement with the Fair Market Value of Contributed Land determined in accordance with Section 14.1.14 hereafter. In addition to the above, Owner shall make available to the Town an additional +/- 100 acres ("Additional Acreage") as designated on Exhibit C to the Good Hope Planned Development District Concept Plan. This Additional Acreage may be obtained by the Town at any time within seven (7) years from the Effective Date hereof or sixty (60) days ("Notice Period") after Owner notifies the Town in writing that it has another use for the Property, whichever event first occurs. In the event that the Town notifies the Owner in writing during the Notice Period that it desires to acquire the Property, closing shall occur within sixty (60) days thereafter. In the event that the Town does not notify Owner in writing during the Notice Period that the Town wishes to acquire the

Property, the Town shall have no further rights to acquire all or any portion of the Additional Acreage.

13.2. Water and Sewer Site. The Owner shall convey to the Town by means of a permanent easement or deed a five (5) acre tract to be used by the Town for its permitted water and wastewater facilities. The water and sewer site is identified as a Five (5) Acre Water and Sewer Site on the Good Hope Planned Development District Concept Plan. The easement and/or deed shall be provided to the Town within twelve (12) months of the date of execution hereof and shall provide that it can be relocated at Owner's option, upon reasonable notice, provided, however, that such relocation shall be at the Owner's sole expense and can be accomplished in such a manner as does not unreasonably interrupt the Town's disposal requirements. The Town will be responsible to obtain all permits associated with the operation or utilization of same. The site shall be located in a mutually convenient location and will consist of five (5) acres of high ground. At such time as the Owner provides the easement or deed, the Owner shall be entitled to a credit ("Water and Sewer Site Credit") against Water Capacity Fees, Water Tap Fees, Sewer Capacity Fees or Sewer Tap Fees, in accordance with Section 14.1.11, under this Agreement to the extent of the Fair Market Value of Contributed Land determined in accordance with Section 14.1.15 hereafter. It is expressly agreed and understood that the Town shall be responsible for the costs of all facilities, equipment and design for the water and sewer site.

13.3. Municipal Service Site and Town Park. Within twelve (12) months from the Effective Date hereof, Owner shall deed to the Town approximately fifty (50) highland acres, identified as the Town Park on the Good Hope Planned Development District Concept Plan, for municipal services and a city park site and for such other public services as may be necessary to accommodate the public service needs of the Town. Upon the date of the delivery of the deed to the site, Owner shall contribute to the Town the sum of Twenty-five Thousand and 00/100 (\$25,000.00) to be utilized by the Town for improvements to be placed on the site. The Town shall be responsible for the design and construction of any improvements to be placed on the Municipal Service Site and Town Park. All such improvements must be approved in advance by the Owner. At such time as the Owner deeds the Municipal Service and Town Park Site, the Owner shall be entitled to a credit ("Municipal Service Site and Town Park Credit")

against Development Fees under this Agreement, in accordance with Section 14.1.11, to the extent of the Fair Market Value of Contributed Land in accordance with Section 14.1.15 hereafter.

13.4. Honey Hill and Pine Barren Conservation Easement/Educational and Interpretive Center. In order to protect and preserve the historical areas in which the Civil War Battle of Honey Hill took place, and to perpetually protect the significant ecological and natural resources of areas adjacent thereto known as the Pine Barren Area of Good Hope, Good Hope Corporation did grant to the Lowcountry Open Land Trust, Inc., a Conservation Easement dated the 30th day of April, 2008, recorded in the Office of the Register of Deeds for Jasper County, South Carolina, in Book 0660 at Page 004, protecting approximately 2,000 acres of conservation property. In order to provide a location for the general public to gain more information about the Battle of Honey Hill, the Owner shall convey to the Town within twelve (12) months from the effective date of execution hereof, a 75-acre site identified as an Educational and Interpretive Center on Exhibit C to the Good Hope Planned Development District Concept Plan. The Educational and Interpretive Center site shall be used solely for educational purposes and for the construction of a museum, kiosks, trails and other educational and informational facilities involving the Battle of Honey Hill. All costs of any improvements within the Educational and Interpretive Center site shall be borne by the Town, State or other responsible historic preservation entity.

Upon the occasion of the conveyance of the Educational and Interpretive Center to the Town, the Town will assume the responsibility for maintenance, upkeep, liability and security for the Educational and Interpretive Center Site and improvements thereon.

At such time as the Owner conveys to the Town the 75-acre Educational and Interpretive Center Site, the Owner shall be entitled to a credit ("Educational and Interpretive Center Site Credit") against Development fees under this Agreement, in accordance with Section 14.1.11, to the extent of the Fair Market Value of Contributed Land in accordance with Section 14.1.15 hereafter.

13.5. South Carolina Highway 462 Green Belt. In order to preserve the rural landscape along S.C. Highway 462 that is bounded by that portion of the Good Hope Tract within the CPPA as illustrated on the Good Hope Planned Development District Concept Plan, within twelve (12) months from the effective date of this Agreement, Good Hope shall, through Restrictive Covenant, create a green belt across its Property that is parallel to Highway 462 within the CPPA, as generally illustrated on the Planned Development District Concept Plan. The Green Belt shall extend from the current right-of-way of Highway 462 for a distance of 250-feet on either side of the Highway that is contiguous to the Good Hope Tract. The Restrictive Covenants shall include, among other provisions, the prohibition of commercial and/or residential development and any new billboard signage within the Green Belt, but will allow for, among other things, entrance roads, entry signage, and entry features and landscaping into the Good Hope Tract, utility infrastructure where necessary, required improvements by SCDOT, bikeways, view tunnels, directional signs, landscape berms, stormwater management facilities, and such other similar uses as determined by Owner to be necessary and appropriate for the development of Good Hope and the maintenance of a rural landscape.

13.6. Boat Landing. The Owner and the Town mutually agree that Boyd's Landing, as shown on the Good Hope Planned Development District Concept Plan, is owned by the Owner and as a result of such ownership is subject to the control by Owner in regard to use by the general public. The Owner shall, however, use best efforts to develop a Boyd's Landing Management Plan ("Boyd's Landing Management Plan") containing comprehensive standards for controlled use of the Landing by the public. The use of the Landing by the general public shall be at the sole discretion of Owner. In the event that the Boyd's Landing Management Plan includes responsibilities of the Town in providing enforcement, the Town must agree to such responsibilities and duties in writing in order to be bound by the provisions thereof.

14. DEVELOPMENT FEES; FUNDS.

The Town and Owner understand and agree that future development of the Property shall result in additional public services being required to be provided by the Town and/or other governmental agencies. The Town and Owner acknowledge it is desirable that certain public facilities be located in the vicinity of the Property. The Owner agrees to participate in mitigating certain initial costs of the Town for such services as provided in this Agreement, and the following items are agreed upon:

14.1. Development Fees, Capacity Fees and Tap Fees.

14.1.1. To assist in meeting local government expenses of the Town resulting from ongoing development, each Owner or Developer shall pay Development Fees for Police and Fire, Parks, Schools, Administrative/Planning, and Downtown Redevelopment as set forth in Exhibit E (the "Development Fees").

14.1.2. In addition to the Development Fees, and subject to credits and other provisions contained herein, Owner shall also pay its respective portions of its Water Capacity Fees, Water Tap Fees, Sewer Capacity Fees and Sewer Tap Fees in accordance with the Water and Sewer Ordinance, as such may change from time to time. Water Capacity Fees and Water Tap Fees, Sewer Capacity Fees and Sewer Tap Fees shall increase in the same manner as they are increased Town-wide in accordance with such Ordinance. Water Capacity Fees, Water Tap Fees, Sewer Capacity Fees, and Sewer Tap Fees shall be paid by an Owner or Developer at the time a building permit is obtained for development of improvements on the Property.

14.1.3. Development Fees for Police and Fire, and Schools, for any Parcel shall be paid by the then current Owner or Developer at such time as a certificate of completion or occupancy is issued for improvements on such Parcel.

14.1.4. Development Fees for Administrative/Planning for any portion of any Parcel shall be paid by the then current Owner or Developer at such time as a final

Development Plan is approved for any Parcel.

14.1.5. Development Fees for Downtown Redevelopment for any Parcel shall be paid by the then current Owner or Developer at such time as a certificate of completion or occupancy is issued for improvements on such Parcel; provided, however, that the Downtown Redevelopment Fee shall be discounted by twenty (20%) percent if paid earlier at the time a final Development Plan is approved for any Parcel.

14.1.6. All Development Fee amounts set forth in Exhibit E shall increase 10% from the Development Fee amounts in effect as of the Effective Date of this Agreement, beginning on January 1, 2015, and on each third anniversary of such date, thereafter every three (3) years by the lesser of (a) the respective per annum percentage increase in the Consumer Price Index (CPI-U, U.S. city average, all items, base period 1982-84=100), summed over the 3-year period using simple interest, or (b) ten percent (10%). Notwithstanding the foregoing, at such time as the Owner completes any of the following: Effluent disposal area contribution, water and sewer site contribution, Municipal Service Site and Town Park contribution, the Educational and Interpretive Center Site contribution, or any other infrastructure or contribution for which Owner is entitled to credits against Development Fees, Water Capacity Fees, Water Tap Fees, Sewer Capacity Fees, and Sewer Tap Fees, the total Approved Project Costs and/or the Fair Market Value of contributed land, will be divided by the then-current Development Fees, Water Capacity Fees, Water Tap Fees, Sewer Capacity Fees and Sewer Tap Fees, as applicable, in order to determine the total credits on a per unit basis allocated to that Owner (which shall remain constant thereafter), so that such credits will not be diluted thereafter by subsequent increases in Development Fees, Water Capacity Fees, Water Tap Fees, Sewer Capacity Fees, or Sewer Tap Fees.

14.1.7. In addition to the periodic adjustments to the cost of Development Fees in accordance with Section 14.1.6 above, at ten (10) year intervals commencing with the Effective Date, throughout the Term of this Agreement and any renewals thereof, the Town shall conduct an analysis of the actual cost to deliver the services for which Development Fees are paid hereunder. The calculations shall be based solely on services provided by the Town to the Good Hope Tract compared to the cost of similar services provided

to other residences of the Town on a Town-wide basis, consistent with the densities, development patterns, and status of development of the Good Hope Tract. The result of such calculations may result in an increase or decrease of Development Fees being paid by the Owners and the resulting amount of such Development Fees shall be the base development fee ("Base Development Fee") for the following ten (10) year period, subject to the provisions of Section 14.1.6 above. In no event shall the Base Development Fee exceed the highest Development Fee charged to any other PDD within the jurisdiction of the Town. The Town shall furnish the Owner with supporting documentation with regard to the result of the calculations and the Owner reserves the right to disagree. To the extent the Owner does not agree with the Base Development Fee(s) proposed by the Town, the parties shall determine the amount of the Base Development Fee(s) by engaging in binding arbitration, in accordance with the most current commercial rules of the American Arbitration Association, with an Order of the Arbitrator to be issued within ninety (90) days of the Arbitrator being seated.

14.1.8. Notwithstanding any provision to the contrary contained within this Agreement and except as provided in Section 14.1.2, the Development Fees are being paid in lieu of any other impact fees, development fees or any other similar fees presently existing or adopted by the Town or at any time hereafter during the term of this Agreement; provided, however, each Owner and/or Developer shall be subject to the payment of any and all present or future permitting fees enacted by the Town that are of Town-wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections (but no other capital improvement related impact, development or other extractions).

14.1.9. Nothing herein shall be construed as relieving the Owners, their successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the Town. It is the intent of the Parties that the fees and obligations contemplated by this Agreement are the only obligations which will be imposed upon the Property by the Town and that the Town shall not impose, nor will it agree for any other entities or governments to impose, fees or obligations of a similar nature to that which are contemplated by this Agreement; provided, however, the provisions of this Section shall not preclude the Town from imposing a fee which is for improvements or services not contemplated under this Agreement, which are imposed on a consistent basis throughout the area regulated by such

governmental authority imposing such obligations. The Town or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (e.g., an EMS response fee), nor from charging fees statutorily authorized in the future (e.g., a real estate transfer fee) which are not collected as a prerequisite to approval of a plat, plan or construction.

14.1.10. Nothing herein shall be construed as limiting the right of the Town to increase or add additional service fees from time to time for services provided, such as sanitary sewer, water or other services, provided such increases are imposed on a Town-wide basis.

14.1.11. The Development Fees set forth above are vested for the entire Property, for the benefit of each Owner, and shall not be increased except as set forth herein.

14.1.12. Any Development Fees, Capacity Fees or Tap Fees paid and/or credits for Development Fees, Capacity Fees or Tap Fees with respect to property conveyed, services performed and/or money paid as provided in this Agreement may be assigned by each of the Owners and/or Developers owning such credits to another Owner and/or Developer, and all such credits shall remain valid until utilized; provided, however, that such credits may not be assigned for use in connection with a development outside the Good Hope Tract. The Town shall recognize all such written assignments of such rights and shall credit same against any Development Fees, Capacity Fees or Tap Fees which are owed by an Owner or Developer pursuant to this Agreement. Notwithstanding the intent that credits for the Approved Project Costs for the On-Site Water Facilities and the On-Site Wastewater Facilities (and at Owners' option, the FMV of the Effluent Disposal Area, Additional Acreage, and the Water and Sewer Site) are intended to be first applied against Water Capacity Fees, Water Tap Fees, Sewer Capacity Fees, and Sewer Tap Fees, and that credits for the Fair Market Value of the Effluent Disposal Area, the Water and Sewer Site, the Additional Acreage (provided Owner has not applied the Credits for these three areas against Water Capacity Fees, Water Tap Fees, Sewer Capacity Fees, and Sewer Tap Fees), the Municipal Service Site, the Town Park, and the Educational and Interpretive Center, are intended to be first applied to any Development Fees, any excess credits generated by the Fair Market Value and/or the Approved Project Costs may

be applied, to the extent allowed by law, to either Development Fees or Water Capacity Fees, Water Tap Fees, Sewer Capacity Fees, or Sewer Tap Fees, subject to the following: (i) the Town shall decide the priority in which other categories of Development Fees, Water Capacity Fees, Water Tap Fees, Sewer Capacity Fees, or Sewer Tap Fees (the "Excess Credits") will be applied, (ii) in no event will Excess Credits be applied to Development Fees for Administrative/Planning, (iii) the application of Development Fee Credits against Water Capacity Fees, Water Tap Fees, Sewer Tap Fees, and Sewer Capacity Fees does not negatively impact the Town's (or any other duly licensed public provider of water and sewer services which has succeeded to the rights of the Town to provide public water and sewer to the Good Hope Tract hereunder) ability to obtain public financing for its water and sewer facilities, and (iv) if all other available categories of Development Fees, Water Capacity Fees, Water Tap Fees, Sewer Capacity Fees, or Sewer Development Fees have been exhausted through payments by each of the Owners or through credits, the Town shall not be required to compensate such Owners in any manner for remaining unused credits.

14.1.13. Development Fees may be utilized for the purposes set forth in this Agreement. The Town may elect to establish funds for the Development Fees in separate accounts or to commingle such funds with each other and with other funds, provided that the Town maintains separate accounting balances by Owner and by Parcel for the funds comprising the balance of each classification of Development Fee, Water Capacity Fee, Water Tap Fee, Sewer Capacity Fee, or Sewer Tap Fee. The Town may determine in its sole discretion what funds will be held in interest-bearing or non-interest bearing accounts.

14.1.14. Nothing in this Agreement shall be construed to prevent the establishment by the Town or other governmental entity in its sole discretion, solely or in conjunction with each other, of a Tax Increment, FILOT, Multi-County Business Park, or other Special Assessment Tax District or financing vehicle authorized by applicable provisions of the Code of Laws of South Carolina (1976 as amended), so long as such do not operate to increase the ad valorem taxes or assessment against the Property or cost to the affected Owners or Developers, unless the affected Owners or Developers (as applicable) otherwise agree or same is otherwise expressly permitted pursuant to the terms of this Agreement.

14.1.15. Approved Project Costs. With respect to each infrastructure project or other property that the Owner conveys to the Town (On-Site Water Infrastructure and On-Site Wastewater Infrastructure), with credit against Development Fees for the costs thereof in accordance with Section 12.3 hereof, such credits shall be in the amount of the "Approved Project Cost". At such time as Owner intends to move forward with construction of any such individual On-Site Wastewater Infrastructure or On-Site Water Infrastructure, Owner must provide to the Town a detailed budget of soft and hard costs to be incurred in the construction of such On-Site Water Infrastructure and On-Site Wastewater Infrastructure. Such budget, as well as the plans and specifications for the proposed facilities shall be subject to the approval of the Town, not to be unreasonably withheld. The "Approved Project Cost" for such infrastructure shall consist of the lesser of the budget amount approved by the Town or the actual cost incurred by the Owner for hard and soft construction costs in designing and constructing such facilities. In addition, if such Owner is conveying any portion of the Property with or without improvements relative to the On-Site Water Infrastructure or the On-Site Wastewater Infrastructure (including at Owners' option, the Effluent Disposal Area, Additional Acreage, and the Water and Sewer Site), the Fair Market Value of contributed land shall be included in the Approved Project Cost. The parties acknowledge and agree that the Approved Project Cost shall not include the value of land which only rights-of-way or easements are being conveyed, including without limitation, land over which sewer lines, water lines, irrigation lines, or other utility lines are constructed and contributed to the Town.

14.1.16. With respect to the Effluent Disposal Area, Water and Sewer Site, Municipal Service Site and Town Park, the Additional Acreage, the Educational and Interpretative Center and any other areas, including but not limited to property conveyed pursuant to the Water and Sewer Agreement, conveyed to the Town by Owner, the Parties will endeavor in good faith to agree on the "Fair Market Value of Contributed Land" ("FMV"). If an Owner and the Town cannot agree on the fair market value of such land, within twelve (12) months after the Effective Date of this Development Agreement, or within three (3) months of the date of designation for property not designated by the Effective Date, such value shall be established by the following appraisal process. The Town and the Owner shall each select an independent expert appraiser to determine the value of the land. All appraisers appointed shall

be M.A.I. appraisers and shall have not less than ten years experience appraising substantial business/commercial property. If one appraiser is selected by both the Town and the Owner, the value of the land shall be the value determined by such appraiser. If two appraisers have been selected, those two appraisers shall select a third appraiser, and the value shall be the average of the values determined by the appraisers. The fees of the appraisers shall be paid by the Owner. The FMV of each site or facility donated shall constitute the amount of the credit.

14.2. Police and Fire Fund. All Development Fees for Police and Fire shall be placed in the Police and Fire Fund owned and controlled by the Town and such funds may be allocated by the Town for police/fire services for construction and equipping of police and fire services, as the Town determines at its discretion. Owner consents that any Development Fees collected for Police and Fire purposes may be available for land acquisition, construction and equipment costs, debt service and other expenses as the Town may elect.

14.3. Parks Fund. All Development Fees for Parks shall be placed in the Parks Fund owned and controlled by the Town and may be utilized for the public park site acquisition and improvements described in Section 13.3 at the discretion of the Town. The Town will reasonably and in good faith consider a proposal by any of the Owners to dedicate land and/or improve land for one or more public parks, and will consider providing a credit against the Park Fee portion of future Development Fees with respect to any such donation, but any such donation and credit shall be subject to agreement of the Parties in the future, and neither party shall be obligated to agree to any such donation. Unless otherwise agreed, Development Fees for Parks shall not be used for private neighborhood or private local parks.

14.4. Schools Fund. All Development Fees for schools shall be placed in the School Fund to be utilized for the acquisition of school site(s) in the vicinity of the Town, capital improvements for schools, or the providing of school services in the vicinity of the Town, as determined in the Town's discretion. The Town may in its discretion release any or all of such funds to the school district.

14.5. Administration Planning Fund. All Development Fees for Administration and Planning shall be placed in the Administration Planning Fund to be utilized for administration and planning expenses of the Town as determined by the Town in its discretion.

14.6. Downtown Redevelopment Fund. All Development Fees for Downtown Redevelopment shall be placed in the Downtown Redevelopment Fund to be utilized for redevelopment of the downtown area of the Town as determined by the Town in its discretion.

14.7. No Other Public Facilities Required. Except with respect to the dedications and/or conveyances of the properties referred to in this Agreement, and except for dedication of utility facilities to the extent provided herein, no other dedications or conveyances of lands for public facilities shall be required in connection with the development of the Property.

14.8. Town's Accounts. All of the various Funds described above shall be held in such accounts as the Town may designate, own and control. Nothing herein shall be deemed to require that such accounts be segregated, and the Funds may be deposited and held with each other and with other funds in the same account, provided that the Town's accounting system shall maintain all such funds as separate line-items by Owner and by Parcel on its statement of assets.

15. PROTECTION OF ENVIRONMENT, QUALITY OF LIFE.

15.1. Protection of Environment/Quality of Life – Conservation Planning Area. As a result of the unique combination of size, landscape diversity, natural resources and single ownership, the CPPA presents an extraordinary opportunity for long-term and large-scale resource protection and, at the same time, for the creation of a new kind of sustainable community. The focus of the Owner will change from an emphasis on forestry/silviculture and recreational hunting to one of creating a preserve in which human settlements will become an integral, interactive part of a healthy rural ecosystem. Accordingly, the Parties agree that the terms, conditions and provisions of the Zoning Regulations shall be applicable to the Good Hope Planned Development District Concept Plan.

15.2. Drainage System.

15.2.1. All stormwater runoff, treatment and drainage system improvements within the Property will be designed in accordance with the Zoning Regulations and Best Management Practices then in effect and subject to review and approval of the Town. All stormwater runoff, treatment and drainage system improvements for the Property shall be constructed by the respective Owners or Developers. The Town will not be responsible for any construction or maintenance cost associated with the stormwater runoff, treatment and drainage system within the Property. The submission of each Master Plan shall include a copy of the Restrictive Covenants applicable to that phase that bind a property owners association to have responsibility for the operation and maintenance of all stormwater runoff, treatment and drainage system improvements within that phase in a form reasonably acceptable to the Town, allowing their enforcement by the Town, and preventing their release or extinguishment without the written consent of the Town.

15.2.2. Protection of the quality of nearby waters and wetlands is a primary goal of the Town. Each Owner and Developer shall be required to abide by the provisions of federal and state laws and regulations, including those established by DHEC, the Office of Ocean and Coastal Resource Management (OCRM), and their successors for the handling of storm water. Further provisions regarding storm water are included within the Zoning Regulations. The Property will be subject to any future storm water regulations in the same manner as are applied Town-wide.

15.2.3. All drainage systems constructed within the Property shall be owned and maintained by one (1) or more Association(s) which may be established for various portions of the Property and the Town shall have no responsibility for the construction, operation or maintenance of such systems, except any portion of any storm drainage system which is expressly dedicated to and accepted in writing by the Town. The Town shall have the right, but not the obligation, to enter upon any portion of the Property for the purpose of repairing or resolving any failure of maintenance or repair by any such Association or any other party with respect to any storm drainage facility maintained by such Association or party, (i) in an

emergency situation, without notice to such Association or party, and (ii) in all other circumstances, after giving notice to such Association or other party and failure of the same to promptly repair or resolve such situation. In the event the Town undertakes any such repair or resolution, such Association or other party shall pay to the Town all out-of-pocket costs and a reasonable fee for all internal staff, labor, and materials expenses incurred by the Town in connection therewith.

15.2.4. The Town acknowledges that the Zoning Regulations include provisions regarding mining permits for the Property, with lakes to be created from the mining permits potentially serving as part of the storm water management system for the Property and as a component of the Sewer Plant. In recognition of the public benefits derived from the Sewer Plant, the Town agrees to provide reasonable support to the Owners in their mining permit applications. The Owners agree to reimburse the Town all out-of-pocket costs and consulting fees expenses incurred by the Town in connection therewith.

15.2.5. Open Space shall have those meanings set forth in the CPDO.

15.2.6. All water, sanitary sewer, irrigation, electricity, gas, cable television, telephone and other communication and information technology lines and other facilities shall be placed underground except: (i) those elements of such systems that from a practical standpoint should be above ground, at Owner's discretion and (ii) as otherwise approved by the Town.

15.4. Historical and Archaeological Site Protection/Preservation. Owner and developers shall adhere to all state and federal standards in regard to the protection and/or preservation of historical and archaeological sites identified on the National Register of Historical Places and/or those sites that may be deemed eligible for inclusion on said list. The majority of the Honey Hill Battlefield is subject to the terms and conditions of the Conservation Easement.

15.5. Tree Protection/Forestry Management. The Property has historically been used for silviculture and such use shall be allowed to continue in accordance with the rules

and regulations of the State of South Carolina and best management practices. The Town agrees that it will permit forestry activities to continue within the Property at the discretion of the Owner. The removal and/or the reforestation of trees may continue until such time as development activity may occur on the Property at some time in the future. Forestry best management practices requires from time to time extensive prescribed burning to reduce understory growth, improve wildlife habitat, decrease chances of wildfires and prevent or restrict disease or parasites harmful to forested areas. The development of properties adjacent to the Good Hope Tract will not stop the need to burn in accordance with best management practices on the Property and the Town recognizes and agrees that noise and smoke emitting from the Property as a result of such burning or clearing is a normal part of such activities and is permitted under this Agreement as a modification to the Zoning Ordinances. The Town agrees that by and through the issuance of Development Permits, PDD's, etc. for properties adjacent to Good Hope Tract, and by and through the execution and recording of this Agreement, third parties are on notice of the potential smoke and noise emanating from the Good Hope Tract as it conducts its forestry management practices as described herein.

15.6. Community Access. Owner agrees that if and when it develops commercial facilities within the Good Hope PDD that are intended to provide goods and services for individuals living outside of the Good Hope PDD, it will, to the extent feasible, provide preferential gate pass opportunities to legal residents of the Town of Ridgeland. In the event that Owner elects to allow access to Good Hope to residents residing outside of the Good Hope PDD, it shall have the right to modify or revoke its gate pass policies at any time.

15.7. Hunting & Forestry. A substantial portion of the Property has been used for hunting for numerous years. The Parties agree that any Planning Areas that are undeveloped shall be held by Owners, or its successors, for continued use as a hunting area. The Town agrees that hunting and associated activities such as controlled prescribed burning shall be allowed to continue subject to best management practices, notwithstanding any current or subsequently enacted Ordinance by the Town to prohibit hunting within the Town or the discharge of firearms within the Town limits.

15.8. Ridgeland Rural Character Protection. Owner and the Town agree and recognize that it is imperative to preserve and enhance the basic rural character of Ridgeland and the quality of life that has made Ridgeland both unique and appealing. Owner, for itself and its successors and assigns, agrees to consult with Town or its designee as to the selection of the land planner as detailed site planning and architectural themes are developed for the Honey Hill Conservation Tract. Owner agrees to use its best efforts to coordinate its planning and its building designs to reflect and complement the character of Ridgeland, and to work with the Town to preserve its rural character.

15.9. Commitment to Company Investment and Presence in Town. Owner commits to participate in Town activities and daily life through civic involvement of its employees, and generally to encourage and support the traditional activities within the Town which help to define its character.

15.10. Associations. The submission of each Final Development Permit Application shall include a copy of the Restrictive Covenants applicable to that Master Plan Area subject to the Final Development Permit Application. The terms of the agreements, covenants and other documents creating all Associations for areas within the Property shall contain terms:

- A. Requiring the Homeowners Association(s) ("HOA") to maintain, repair, replace and improve any roads, storm drainage systems, signage, landscaping or other assets identified in the Restrictive Covenants for which it is responsible to protect public safety and to meet accepted engineering and safety standards;
- B. Requiring the HOA to assess and collect sufficient revenue to meet its obligations in a timely and complete manner and to provide reasonable reserves and contingencies for unanticipated costs;
- C. Allowing, but not requiring, the Town to perform any required maintenance, repair, or improvement work on any such assets as determined in writing by an independent, licensed engineering firm ("Engineering Notice") as being in need of repair or maintenance,

and not being reasonably maintained by the HOA. The Town shall have the authority to bill the HOA for its full costs, including reasonable internal labor and administrative costs related to such maintenance, repair, or improvement work. Any such action pursuant to this Subsection C shall be preceded by a written notice ("Notice") from the Town to the HOA accompanied by the Engineering Notice, and the HOA's failure to cure or to have made substantial progress in beginning to cure the problem within thirty (30) days after such Notice; and

- D. Allowing the Town to enforce the Associations' obligations, including the obligation contained in Subsection B of this section, by legal action.

16. PERMITTING PROCEDURES.

16.1. Conservation Protection Planning Area. All Development within the CPPA shall be done in accordance with the Zoning Regulations.

16.2. Highway Commercial Planning Area. All development within the HCPA shall be done in accordance with the Zoning Regulations.

16.3. Historic Preservation Planning Area. All development within the HPPA shall be done in accordance with the Zoning Regulations and Historic Preservation Law.

16.4. Village Commercial Planning Area. All development within the VCPA shall be done in accordance with the Zoning Regulations.

16.5. Model Homes. The Town agrees to allow each Owner and Developer the ability to permit and construct model homes without utilities (i.e., "dry models") and to relocate the models as necessary within each subdivision.

16.6. Phasing. The Town agrees that the Owners and/or any Developers are

not required to phase development but shall have the right to do so.

16.7. Land Use Changes. The Town agrees to review all land use changes, land development applications, and plats in a reasonable manner in accordance with the Town Regulations and/or the Town Regulations and CPDO (as amended herein) for the CPPA as appropriate and as each may be modified by the Zoning Regulations for this Property. Developers may submit these items for concurrent review with the County and other governmental authorities. The Town may give final approval to any submission, but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

16.8. Signage. Signage for the Property is governed by the provisions of the Zoning Regulations for this Property.

16.9. Letters of Credit. The Town agrees to allow plat recording with a letter of credit (or a surety bond if approved by the Town) prior to completion of infrastructure development and to issue building permits and permit sale of lots prior to completion of such bonded infrastructure in accordance with Zoning Regulations.

16.10. Plan Review Fees. All plan review fees shall be consistent with the fees charged generally in the Town for projects of similar size and complexity.

16.11. Cultural and Historical Structures. Any cultural and/or historical structures and/or sites on the Property will be addressed through applicable federal and state regulations and the Zoning Regulations at the time of development.

16.12. Inter-Governmental Agreement. The Town agrees to use best efforts to enter into inter-governmental agreements with Beaufort County and Jasper County wherein the Town has the right to apply the provisions of the Zoning Regulations to those areas of the Good Hope Tract adjacent to navigable waters and their tributaries that are not subject to the jurisdiction of the Town, including the right to approve development, in lieu of rules and regulations of Beaufort and/or Jasper County.

17. DEVELOPER ENTITLEMENTS/CREDITS:

The Town acknowledges that developer is vested with the following items:

17.1. Zoning and Density. The zoning and densities for the Property are set forth herein and in the Zoning Regulations and the CPDO (as amended herein), as applicable and as modified by the Good Hope Planned Development District Ordinance.

17.2. Service Providers. Owners may negotiate with service providers with respect to telecommunications services within the Town, with service providers not prohibited from doing so by the Town's franchise agreements.

17.3. Prescribed Burning. Owner shall have the right to continue large scale on-site burning consistent with best management practices for wildlife and forestry management.

17.4. Town Services. Town services, including, but not limited to, police, fire, sanitation, recreational parks and other governmental services shall, to the extent provided, be supplied to the Property in the same manner and to the same extent as provided to other properties within the Town and consistent with the stage of development and density of development of the areas in question.

17.5. Trash Collection. To the extent provided to the Town on a town-wide basis, the Town shall provide sanitation, trash collection services and recycling services to the Property on the same basis as is provided to other similarly situated residents and businesses in the Town consistent with the stage of development and density of development of the areas in question. Owners acknowledge that the Town may from time to time grant one or more franchises to service providers in connection with such services. Owners also acknowledge that fees for such services may be charged by the Town to Property Owners on the same basis as charged to other Property Owners within the Town consistent with the density of development of the areas in question. If an Owner elects to construct a trash transfer station/recycling center (the "Transfer Station") on its Parcel, and if the then existing franchise agreements between the

Town and its service providers do not prohibit the same, then such Owner shall have the right to operate the Transfer Station as a private business, without credit against Development Fees, Water Capacity Fees, Water Tap Fees, Sewer Capacity Fees or Sewer Tap Fees.

17.6. Comparable Fees. The Town agrees that, with respect to any planned development district hereafter established within the boundaries of the Town or otherwise regulated by the Town having a cumulative area of 100 acres or more, excluding wetlands and wetland buffer areas (a "Comparable PDD"), except to the extent such Comparable PDD has mitigating factors as discussed below, the owner of such Comparable PDD will be required by the Town to pay development fees not less than the Development Fees set forth in Exhibit E and Water Capacity Fees, Water Tap Fees, Sewer Capacity Fees and Sewer Tap Fees in accordance with the Water and Sewer Ordinance (except as may be reduced for Affordable Housing pursuant to the South Carolina Development Impact Fee Act, or FILOT or Multi-County Business Park). Mitigating factors are those factors which indicate that the burden on infrastructure and services anticipated to be caused by development of such Comparable PDD will be less in a material respect (using a reasonable basis for comparison such as per capita burden for residential uses, relative customer and employee burden for commercial uses and relative employee and utility and environmental burden for industrial uses) than the burden anticipated from the development of the Good Hope Tract, including without limitation any anticipated lesser burden on off-site roads, utility services or police, fire or school services.

18. COMPLIANCE REVIEWS:

As long as Owner owns any of the Property, Owner or its designee, shall meet with the Town, or its designee, at least once, per year, during the Term to review Development completed by Owner in the prior year and the Development anticipated to be commenced or completed by Owner in the ensuing year. The Owner, or its designee, shall provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. The Owner, or its designee, shall be required to compile this information within a reasonable time after written request by the Town.

19. DEFAULTS.

The failure of the Owner, Developer or the Town to comply with the terms of this Agreement not cured within thirty (30) days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches or a reasonable period of time based on the circumstances, provided such defaulting party commences to cure such breach within such thirty [30] day period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance; provided however no termination of this Agreement may be declared by the Town absent its according the Owner and any relevant developer the notice, hearing and opportunity to cure in accordance with the Act; and provided any such termination shall be limited to the portion of the Property in default, and provided further that nothing herein shall be deemed or construed to preclude the Town or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Agreement. A default of the Owner shall not constitute a default by developers, and default by developers shall not constitute a default by the Owner. The parties acknowledge that individual residents and owners of completed buildings within the Property shall not be obligated for the obligations of the Owner or developer set forth in this Agreement.

20. MODIFICATION OF AGREEMENT.

This Agreement may be modified or amended only by the written agreement of the Town and the Owners. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

This provision of this Agreement as applicable to any Parcel or group of Parcels may be amended by written agreement of the Town and Owners or Developers holding the Development Rights associated with those Parcels. Minor modifications to a site plan or to development provisions may be made without a public hearing or amendment to applicable

ordinances. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment, and such approval or consent shall be in writing and signed by the affected parties. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The Town will approve changes in the location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities and the Zoning Regulations are followed.

21. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to the Town at:

Town Administrator
Town of Ridgeland, SC
One Town Square
Post Office Box 1119
Ridgeland, South Carolina 29936

And to the Owner at:

Good Hope Corporation
Jane L. Powell
315 Good Hope Plantation Road
Ridgeland, SC 29936

Gillean Corporation
c/o Robert M. McLane, Sr.
4 Cherrywood Road
Locust Valley, NY 11560

Coles Island, LLC
Jane L. Powell
315 Good Hope Plantation Road
Ridgeland, SC 29936

Lawrence B. Van Ingen, III, Individually and as Representative
for Anne H. Van Ingen, Mary VI. Courtemanche, Evelyn
VI. Fell, and Edie Crawford

Helen Engelhardt, Successor Trustee of the Serena V.I. McCallum
Revocable Trust dated February 13, 2003

Herbert P. Van Ingen

Harriet Love

William B. Van Ingen

With Copy To:

Law Office of William W. Jones, Jr.
Post Office Box 1938
Bluffton, South Carolina, 29910

Mr. Richard C. Webel
Innocenti & Webel
85 Forest Avenue
Box 506
Locust Valley, NY 11560

22. ENFORCEMENT.

Any party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement (if not cured within the applicable cure period) by any remedies available at law or in equity, including specific performance, provided that no party shall be liable for special, consequential or punitive damages, or for lost profits, arising out of any claim related to the transactions and obligations contemplated in this Agreement. The prevailing

party as to any action to enforce the terms of this Agreement shall have the right to recover its reasonable attorney's fees and costs associated with said enforcement.

23. GENERAL.

23.1. Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and developer(s) and the Town shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the Town may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, developers and the Town each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

23.2. Estoppel Certificate. The Town, the Owner or any developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

- (1) that this Agreement is in full force and effect,
- (2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments,

(3) whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and

(4) whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

23.3. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the Town and the Owner relative to the Property and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, between these Parties relative to the matters addressed herein other than as set forth or as referred to herein. All prior representations and negotiations are superseded and merged herein.

23.4. No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Town, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of any another party.

23.5 Force Majeure. No Party shall be liable for any failure to perform its obligations under this Agreement where such failure is as a result of Acts of God or nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), orders of any kind of the government of the United States or the State of South Carolina or the courts thereof, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or industrial disturbances, and no other Party will have a right to terminate this Agreement under Section 19 (Default) in such circumstances. Any Party asserting Force Majeure as an excuse for non-performance in whole or in part of its obligations under this Agreement shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excusable obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual

occurrence which would justify such an assertion, so that other prudent precautions could be contemplated and implemented.

23.6. Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

23.7. Construction. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto. Headings shall not be considered in construing the terms of this document.

23.8. Assignment. Subject to the provisions related to notification and contained herein, either Party may assign its rights and responsibilities hereunder to a subsidiary or affiliated company, or any subsequent land owners and/or developers within the Property, or any other third party.

23.9. Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

23.10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

23.11. Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

23.12. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the Town's right and power of eminent domain under the laws of the State of South Carolina.

23.13. No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the Town, the Owner and Developers. No other persons shall have any rights hereunder.

23.14. Contingencies. This Agreement is contingent upon the approval of the respective Owners of the Good Hope Tract.

24. STATEMENT OF REQUIRED PROVISIONS

24.1. Specific Statements. The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:

24.1.1. The legal description of the Property is set forth in the PDD Plan. The present legal Owners of the Good Hope Tract is Good Hope Corporation, its successors or assigns; Coles Island, LLC, its successors or assigns; Lawrence B. Van Ingen, III, individually and as Representative for Anne H. Van Ingen, Mary VI. Courtemanche, Evelyn VI. Fell and Edie Crawford; Herbert P. Van Ingen; Helen Engelhardt, Successor Trustee of the Serena V.I. McCallum Revocable Trust dated February 13, 2003; Harriet Love; and William B. Van Ingen; and any heir or assign of any of the individuals; and Gillean Corporation, its successors or assigns; whereby such interest is assigned in writing.

24.1.2. The duration of this Agreement shall be as provided in Section 3.

24.1.3. A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other

development-related standards, are contained in Zoning Regulations, as supplemented by this Agreement.

24.1.4. The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.

24.1.5. All requirements relating to land transfers for public facilities are set forth herein. The Zoning Regulations described above, and incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.

24.1.6. The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building Permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.

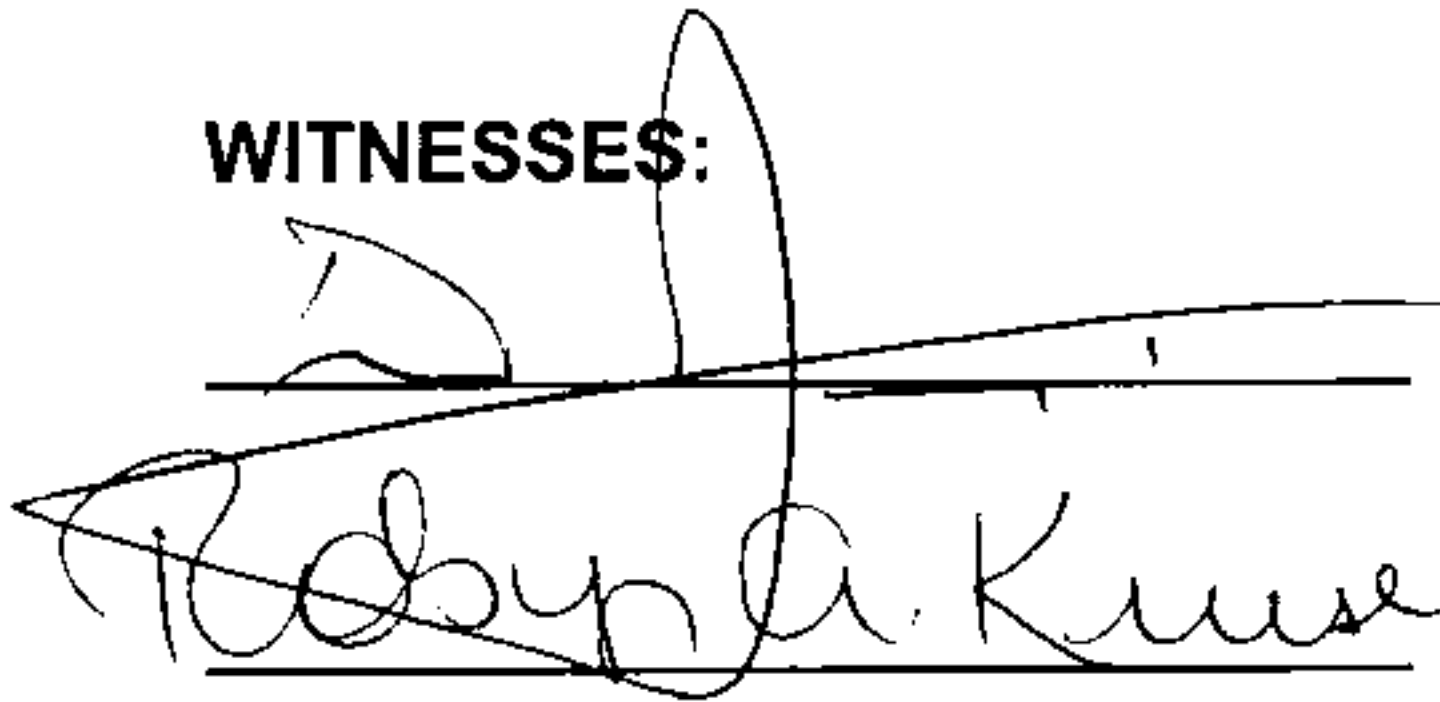
24.1.7. The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the Town, which include a Planned Development District for the Property.

24.1.8. The Town Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.

24.1.9. Any cultural, historical structure or sites will be addressed through applicable federal and state regulations the permitting process at the time of development, as required by applicable state regulations.

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

WITNESSES:


Robyn A. Kuuse

GOOD HOPE CORPORATION

By: Jane L. Powell
Jane L. Powell, president

Its:

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 20th day of June, 2009, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared the duly authorized official of GOOD HOPE CORPORATION, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

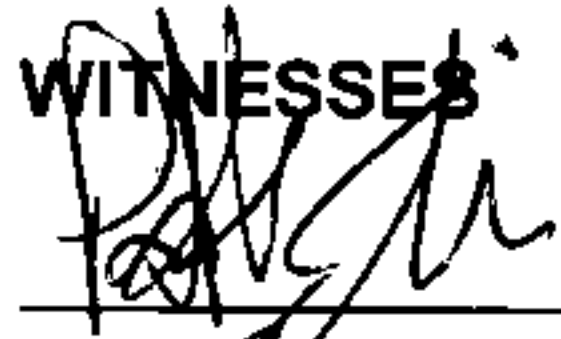
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.


Notary Public for South Carolina

My Commission Expires: 11-4-2015

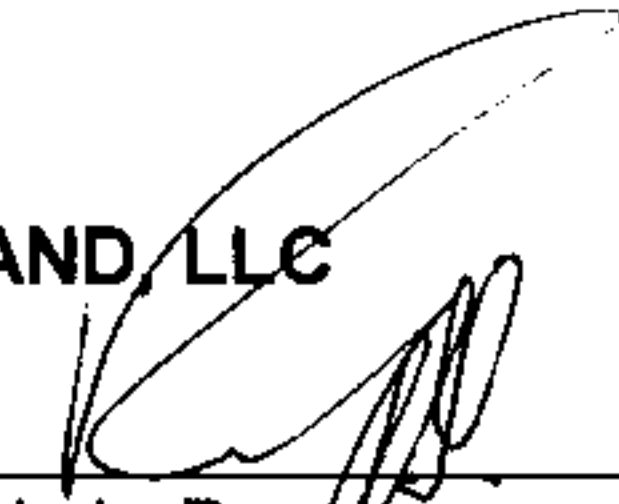
IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

WITNESSES



Nancy L. Hancock

COLES ISLAND, LLC

By: 

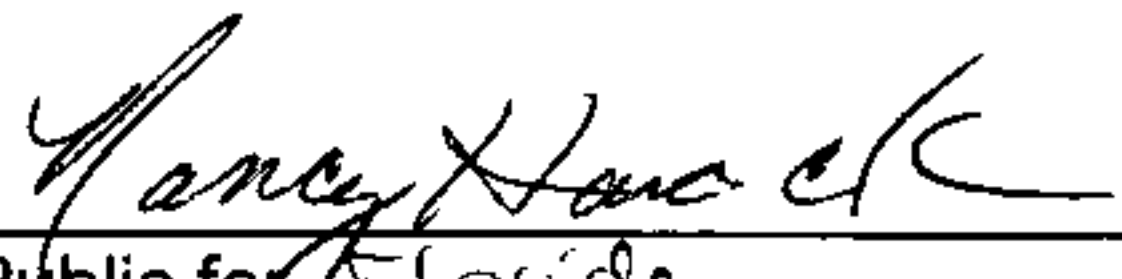
Francis L. Papps
Its: Member

STATE OF *Florida*)
COUNTY OF *Collier*)

ACKNOWLEDGMENT

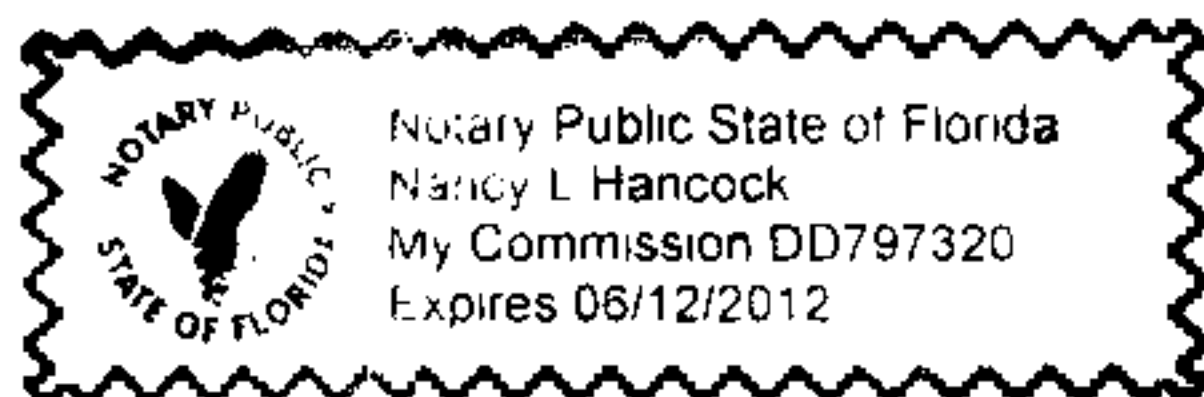
I HEREBY CERTIFY, that on this 22 day of June, 2009, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared FRANCIS L. PAPPS, a duly authorized Member of COLES ISLAND, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.



Notary Public for *Florida*

My Commission Expires: 6-12-12



IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

WITNESSES

James S. Hopkins
Sammy L. Brown

COLES ISLAND, LLC

By: Lois P. Cheston
Lois P. Cheston
Its: Member

STATE OF Maine)
COUNTY OF Knox)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 30 day of June, 2009, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared LOIS P. CHESTON, a duly authorized Member of COLES ISLAND, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

[Signature]
Notary Public for
State of Maine

My Commission Expires: 6/27/2014

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

Lauren N. Van Ingen
Annette Torres

Lawrence B. Van Ingen III
LAWRENCE B. VAN INGEN III

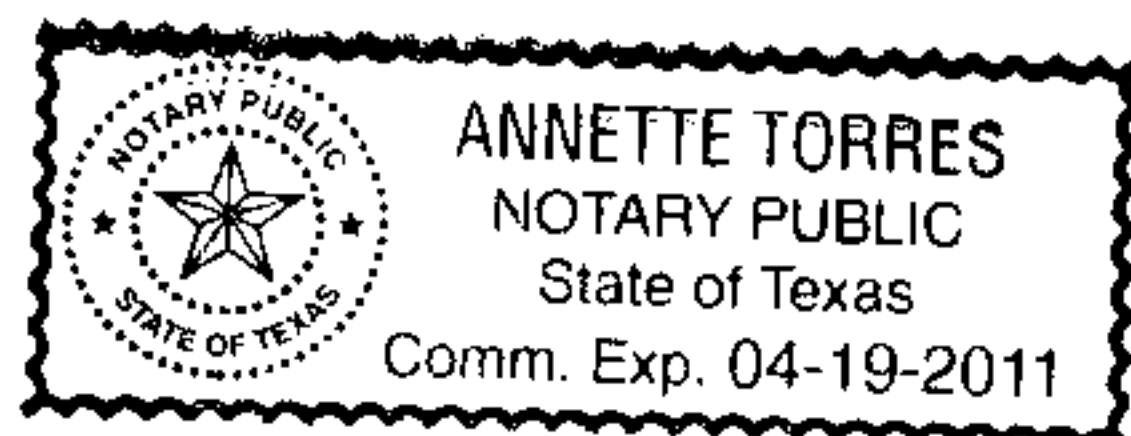
STATE OF Texas)
COUNTY OF Tarrant) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 23rd day of June, 2009, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared LAWRENCE B. VAN INGEN III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Annette Torres
Notary Public for Texas

My Commission Expires: 04-19-2011



IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

Nancy B. Cohn

Anne H. Van Ingen
ANNE H. VAN INGEN

Leonard Cecere

STATE OF New York)
COUNTY OF New York)

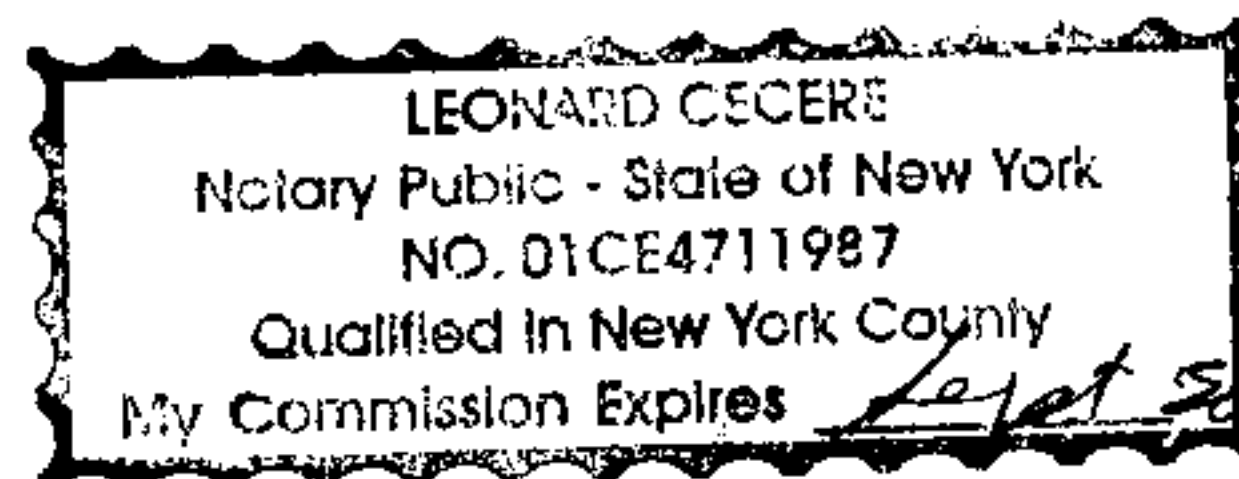
ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 24 day of June, 2009, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared ANNE H. VAN INGEN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

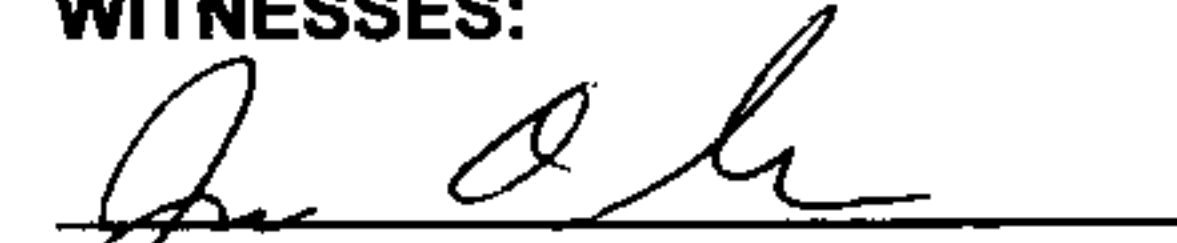
Leonard Cecere
Notary Public for New York

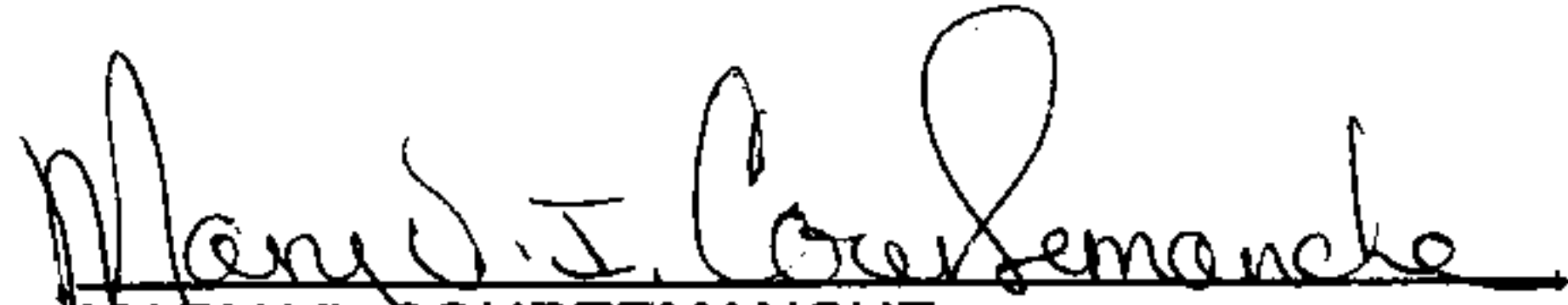
My Commission Expires: Sept. 30, 2010



IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

WITNESSES:


James O'Shea


MARY VI. COURTEMANCHE

STATE OF N.J.)
COUNTY OF MORRIS) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 26 day of JUNE, 2009, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared MARY VI. COURTEMANCHE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

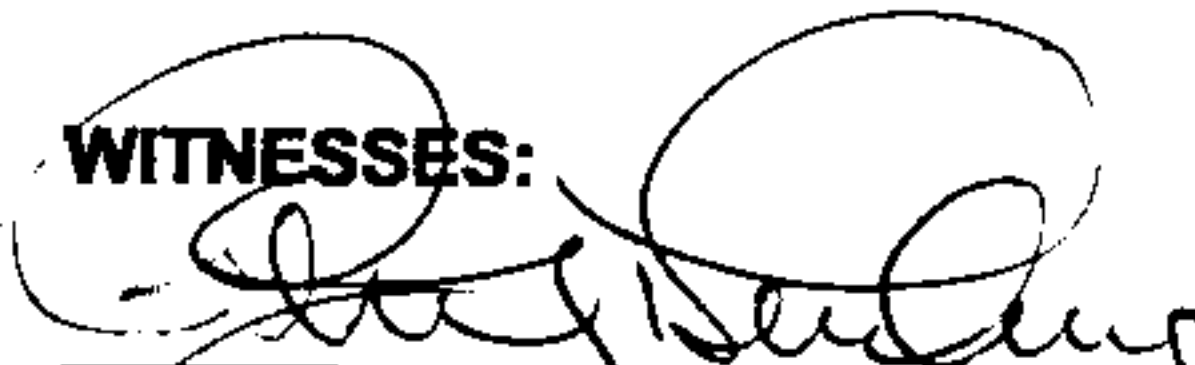
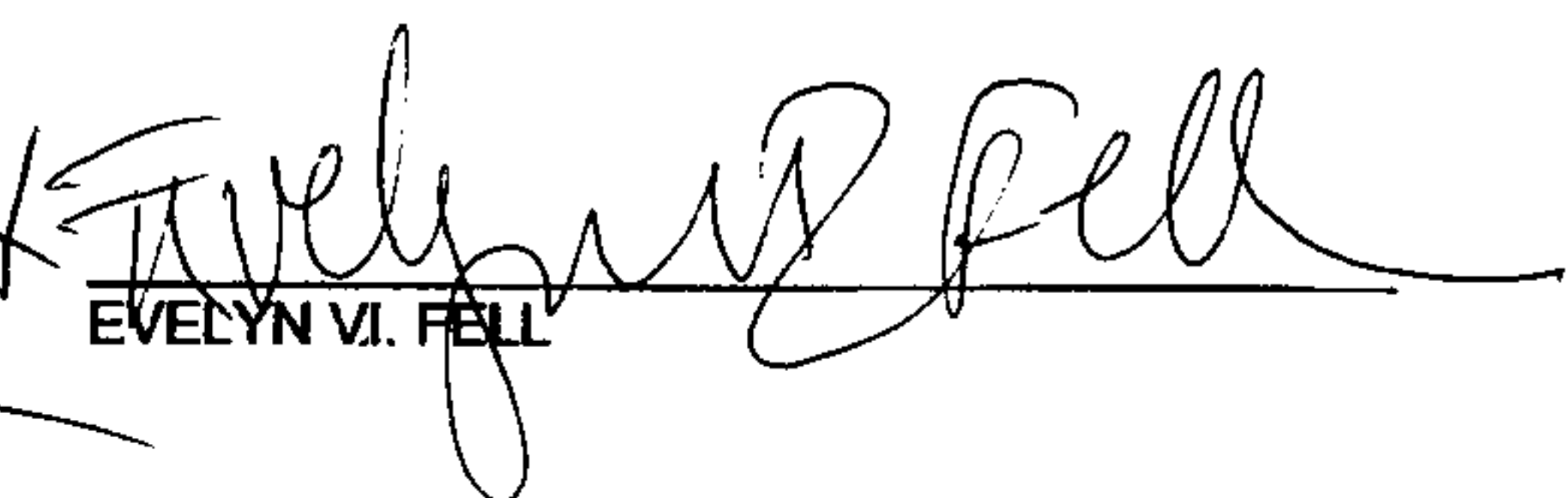
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.


Notary Public for

My Commission Expires: JAMES O'SHEA
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES JUNE 6, 2010

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

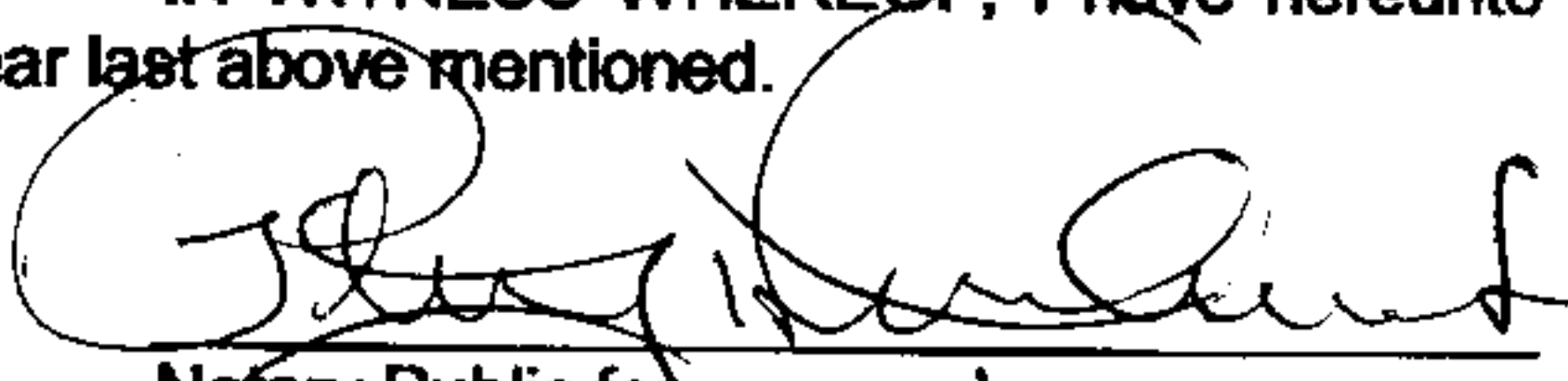
WITNESSES:



EVELYN VI. FELL

STATE OF New Jersey)
COUNTY OF MORRIS) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 24 day of JUNE, 2009, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared EVELYN VI. FELL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.


Notary Public for New Jersey

PETER J. THURKAUF
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES MARCH 18, 2013

My Commission Expires: 03-18-2013

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

Karen Silberman

[Signature]

HERBERT P. VAN INGEN

Peter A. Weber

STATE OF

COUNTY OF

)
)
)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 30th day of July, 2009, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared HERBERT P. VAN INGEN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Gladys Perales
Notary Public for

My Commission Expires: March 24, 2012

GLADYS PERALES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6183922
Qualified in New York County
My Commission Expires March 24, 2012

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

Therese San Bartolome
[Signature]

Helen Engelhardt
HELEN ENGELHARDT, Successor Trustee
of the Serena V.I. McCallum Revocable
Trust dated February 13, 2003

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 14 day of August, 2009, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared HELEN ENGELHARDT, Successor Trustee of the Serena V.I. McCallum Revocable Trust dated February 13, 2003, ~~known to me~~ (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Brenda Lee Viglienzoni
Notary Public for California

My Commission Expires: 8/19/2011



IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

[Signature] Harriet Love
HARRIET LOVE
[Signature]

STATE OF California)
COUNTY OF San Mateo) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 6 day of August, 2009, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared HARRIET LOVE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

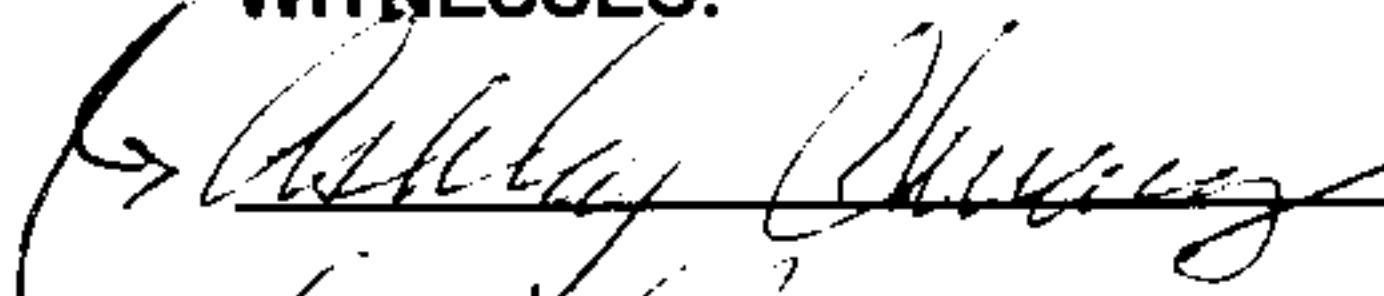
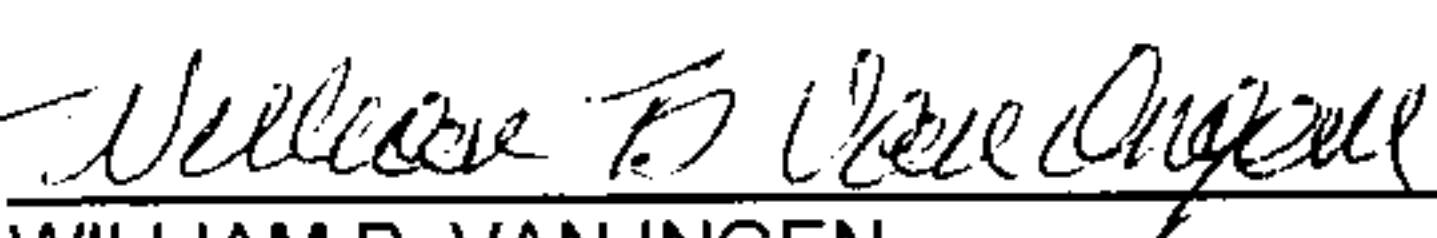
[Signature]
Notary Public for California

My Commission Expires: 25 June 2012



IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

 
WILLIAM B. VAN INGEN

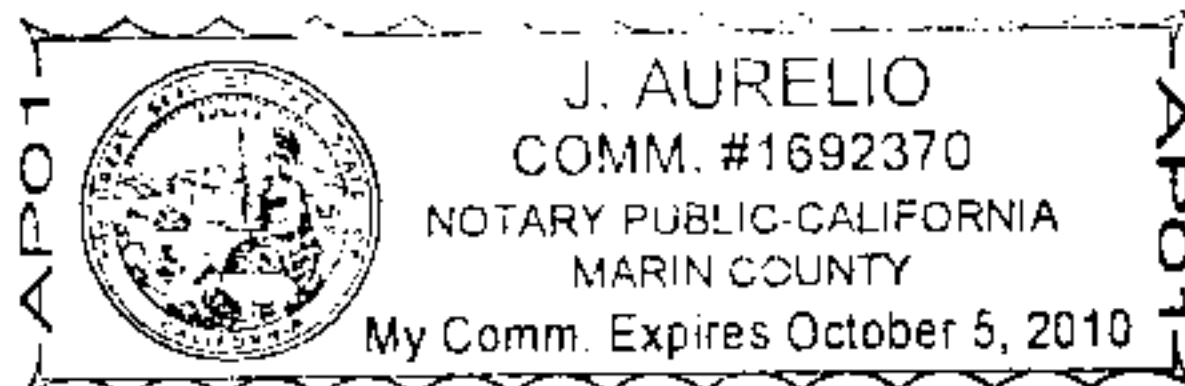
STATE OF California)
COUNTY OF Marin) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 16th day of July, 2009, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared WILLIAM B. VAN INGEN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.


Notary Public for

My Commission Expires: 10/05/10



IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

Edie Crawford

Edie Crawford
EDIE CRAWFORD

Julian Alesina

STATE OF Hawaii)
COUNTY OF Hawaii) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 2nd day of July, 2009, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared EDIE CRAWFORD, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Julian Alesina
Notary Public for State of Hawaii

My Commission Expires: 12/10/2012

LS

NOTARY CERTIFICATION	
Doc. Date <u>7/2/2009</u>	# Pages: <u>62</u>
Name: <u>Leann Ashimier</u>	Third Circuit
Doc. Description: <u>Development Agreement</u>	
<u>For the good Hope Trust</u>	
Signature: <u>Julian Alesina</u>	
Date: <u>7/2/09</u>	

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

GILLEAN CORPORATION

Glen I. Mora
[Signature]

By: *Robert McNamee*
Its: *Treasurer*

STATE OF *New York*)
COUNTY OF *Nassau*)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this *23rd* day of *June*, 2009, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared the duly authorized official of GILLEAN CORPORATION, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Eileen M. Ansbro
Notary Public for *Nassau County*

My Commission Expires: *11-30-09*

EILEEN M. ANSBRO
Notary Public, State of New York
No. 01AN4747025
Qualified in Nassau County
Commission Expires: *11-30-09*

WITNESSES:

Sharon Boyles
Jelly

TOWN OF RIDGELAND, SOUTH CAROLINA

By:

Its:

Jason Taylor
Town Administrator

STATE OF

COUNTY OF

)

)

)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 2 day of September, 2009, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Jason Taylor, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officials of the Town of Ridgeland, South Carolina, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Pendope B. Daley
Notary Public for
My Commission Expires: 8-11-2018

EXHIBIT "A"
Good Hope Planned Development District Concept Plan

GOOD HOPE

PLANNED DEVELOPMENT DISTRICT

CONCEPT PLAN

Town of Ridgeland
Jasper County, South Carolina

Prepared For:
Good Hope Corporation

Submitted to:
The Town of Ridgeland

Submitted: May 11, 2009
Revised: June 16, 2009

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- G.** Utility Service
- H.** Roadways and Traffic
- I.** Tree Preservation and Replacement
- J.** Parking
- K.** Storm Water Management

SECTION II - LAND USE DESIGNATION AND DEFINITIONS

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Exhibit A – Good Hope Tract Vicinity Map

Exhibit B – Good Hope Tract Parcel Exhibit

Exhibit C – Good Hope Tract Concept Plan Exhibit

Exhibit D – Good Hope Boundary Plats and Legal Descriptions

Exhibit E – Town of Ridgeland Intent to Serve Letter

Exhibit F – SCE&G and Palmetto Electric Cooperative Intent to Serve Letter

Exhibit G – EMBARQ, Inc. Intent to Serve Letter

Exhibit H – 2005 Town of Ridgeland Zoning Ordinance and Land Use Regulations (“TRZO”) and Subdivision Regulations

Exhibit I – Landscape Standards

Exhibit J – Master Signage Program

GOOD HOPE PLANNED DEVELOPMENT DISTRICT CONCEPT PLAN

SECTION I:

INTRODUCTION AND NARRATIVE

The Good Hope Planned Development District Concept Plan ("PDD" or "Concept Plan") comprises the (the "Good Hope Tract or Property") which is predominantly located in the Town of Ridgeland, South Carolina. The majority of the Good Hope Tract is located within Jasper County, with a portion of the property to the east located in Beaufort County. The property comprising the Good Hope Tract consists of five separate parcels as generally shown in Exhibit B, including: Parcel A, commonly known as Good Hope Plantation, legally owned by Good Hope Corporation; Parcel B and Parcel D, legally owned by Coles Island, LLC; Parcel C, legally owned by Lawrence B. Van Ingen III, Anne H. Van Ingen, May VI. Courtemanche, Evelyn VI. Fell, Herbert P. Van Ingen, Helen Engelhardt, Executrix of the Estate of Serena McCallum, Harriet Love, William B. Van Ingen and Edie Crawford as legal co-owners ("Coles Island Co-Owners"); and Parcel E, legally owned by Gillean Corp.

Good Hope Corporation, Coles Island, LLC, Coles Island Co-Owners and the Gillean Corporation are pursuing approval of a PDD application through the Town of Ridgeland. The applicant representative for this PDD rezoning is Good Hope Corporation, 315 Good Hope Plantation Road, Ridgeland, South Carolina 29936. All five parcels comprising the Good Hope Tract have been previously annexed into the Town of Ridgeland under the Conservation Protection District Ordinance ("CPDO").

A. THE PROPERTY

1. The Good Hope Tract is located in the Town of Ridgeland, Jasper County, with a portion of the property located in Beaufort County. The Property is bounded by the Genesis Landing Tract PDD and Hazzard Creek to the south, several individually owned parcels and Boyd Creek to the north; by several individually owned parcels and Genesis Landing Tract PDD to the west; by Cherry Hill Road and several individually owned parcels to the east; and by Boyd Creek and the Broad River to the east. Refer to Exhibit A for a Good Hope Tract Vicinity Map.

2. The Good Hope Tract consists of approximately 15,991 acres including approximately 3,397 acres of salt marsh and approximately 12,594 acres of combined upland and freshwater wetlands over the five participating parcels shown on Exhibit B. The Concept Plan Exhibit presented in Exhibit C depicts the approximate location of freshwater wetlands on the Property as per a mixture of field assessments and national wetland inventory. Wetlands delineation and verification by the U.S. Army Corps of Engineers shall occur prior to submission of a Development Plan for any portion of the Property.

Exhibit D depicts the Good Hope Tract parcel boundaries. The land surrounding the Good Hope Tract boundary is a mix of both existing and developing residential and silviculture uses, as well as open spaces.

B. PLANNED DEVELOPMENT DISTRICT AND DEVELOPMENT AGREEMENT PROCESS

1. The Planned Development District Ordinance ("PDDO") was adopted by the Town of Ridgeland to permit and encourage the effective, efficient, and economical development of large tracts of land that are in the best interests of the long range development plans of the Town. This PDD application will be an exhibit of the Good Hope Development Agreement ("DA") and is intended to protect the rights and entitlements specified in the Development Agreement and PDD for the Property from the effect of subsequently enacted local ordinances or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the DA and/or PDD or in any way hinder, restrict, or prevent the development of the project. The Development Agreement will provide reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, and allow the Town to plan for future growth while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State. The Development Agreement is being made, entered and executed between Owners and the Town, under the terms of the South Carolina Local Government Development Agreement Act, for the purpose of providing assurances to the Owners that they may proceed without encountering future changes in law, except as allowed for in the Development Agreement, which would materially affect the ability to develop under the plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the Town of Ridgeland and Jasper County.

C. CONCEPT PLAN

1. It is anticipated that the Good Hope Tract will be developed over a period of 30 years or more, in general accordance with the provisions set forth in Section 3 of the DA. This Concept Plan will be supplemented by subsequent Master Plans and Development Plans submitted for individual development tracts, pursuant to the provisions of the PDDO, Development Agreement and the Town of Ridgeland Zoning Ordinance ("TRZO"). This Concept Plan sets forth the general scope of the development including density of development, phasing, development standards, open space and other issues. The development of the Property is controlled by the hierarchy of documents as set forth in Section 4.1 of the accompanying DA. To the extent that one or more of the Parties asserts an ambiguity, the Parties shall attempt in good faith to resolve the alleged ambiguity consistent with the terms and purposes of the Development Agreement and the other controlling documents as identified in Section 4.1 of the Development Agreement.

A goal of the future development is to produce a high quality and healthy environment for people by incorporating a mix of low density uses, while preserving fifty percent of the gross acreage as open space. Another goal is to donate land to the Town of Ridgeland that can be used for interpretive centers in an effort to promote the vast cultural history and natural resources of

the area. Still another goal of the development is to provide economic development opportunities through Highway Commercial and Village Commercial uses in designated areas, thereby providing goods and services to support the adjacent low density residential development and other nearby residential properties. The PDD designation is necessary to accommodate the mix of land uses and provide for the responsible planning and development of the Property over time.

The Good Hope Concept Plan Exhibit, prepared by Thomas & Hutton Engineering Co., (refer to Exhibit C) shows land use areas consisting of Highway Commercial, Village Commercial, Conservation Protection and Historic Preservation. These designations are general, and actual locations and designations may vary as master plans and development plans are established. Proposed land uses in the development are detailed under Section II - Land Use Designation and Definitions.

One of the goals of this Concept Plan is to maintain the requirements, to the fullest extent practical, set forth under the CPDO and encourage the use of best management practices (BMPs) associated with resource-based conservation, preservation and development plans. These BMPs will facilitate the protection of the natural and cultural resources associated with the Property and adjacent coastal environments. As a provision of the CPDO, the applicant is required to maintain not less than fifty percent of the gross acreage as Open Space, with allowed uses described herein. Open Spaces and amenities will be owned and maintained by the Owner, homeowner's association(s), or other legally designated entity in accordance with the Development Agreement.

The terms and provisions of the Concept Plan and the Development Agreement will constitute the zoning for the Property and a waiver from the current Town of Ridgeland codes and regulations where differences occur. The Concept Plan may introduce land uses that do not exist in current Ridgeland zoning documents. Exceptions to the TRZO are established in Section III of this document. Permitting procedures and stages for the Good Hope Tract shall be in accordance with the Zoning Regulations.

The Owner and Town recognize that the Town has hired a consultant to consider a new form of zoning for the Town, which as of this date has not been completed and is not part of the land development regulations of the Town of Ridgeland nor is it to a sufficient degree of completion as to be considered by the Town Council. Owner agrees upon submission of each Master Plan that it will consider any new form of zoning adopted by the Town at that time and discuss with the Town its impact on the density, land uses and other terms and conditions adopted by the Town within the Development Agreement as to its applicability and effect on the Good Hope Tract. Following such consideration, the Owner, in its sole discretion, may decide that the provisions of any new form of zoning adopted by the Town shall apply to the Good Hope Tract at the time that it pursues Master Plan approval, provided that such application of any new form of zoning shall not constitute a rezoning of any part of the Good Hope Tract. The Town shall not require the imposition of any other type of zoning, land development regulations, building codes, etc., except as otherwise provided for herein.

D. ENVIRONMENTAL PROTECTION

1. Environmental protection and Historic Preservation is a priority for the Applicant. As part of the development process, Good Hope development will meet or exceed the storm water management requirements of Ridgeland, except as modified by the Development Agreement or other provisions of the Zoning Regulations, and the requirements of South Carolina Department of Health and Environmental Control's ("DHEC") Office of Ocean and Coastal Resource Management ("OCRM") as applicable at the time of development permit submittal.

2. The Owners will prepare Storm Water Management Plans ("SWMP") for each Master Planned area to be submitted at Development Plan submittal. The SWMP will be prepared by a professional engineering firm licensed by the State of South Carolina and approved by the Town prior to the Development of any parcel. The SWMP will address the hydrological characteristics of the entire site, as well as adjacent drainage patterns of relative importance. The SWMP will address pre-development conditions and post-development storm water management for flood control and sediment reduction. This plan will also address storm water quality through the use of several types of BMPs (as established by the storm water standards of the TRZO and then applicable state and federal governmental regulations) to enhance water quality and protect the surrounding freshwater wetlands.

3. The Owners will work with Jasper County, the Town of Ridgeland, and the Federal Emergency Management Agency ("FEMA") to establish base flood elevations for any area of the Property in the 100 year flood plain, if not previously established.

4. Freshwater wetlands on the Property are typical of the South Carolina Low Country. Freshwater wetlands illustrated on exhibits herein are a mixture of field assessed wetlands of the national wetland inventory and the national wetland inventory.

5. In keeping with the Conservation Protection District zoning, freshwater wetland impacts may be kept to a minimum. On-site wetland impacts resulting from development practices within the Good Hope will be permitted jointly through the United States Army Corps of Engineers and the OCRM. All wetland impact mitigation will meet or exceed state or federal standards then in effect.

6. For portions of the Property adjacent to navigable waters of the United States, a one-hundred foot shoreline protection buffer will be placed along the shoreline of salt marshes from critical line, as determined and approved by OCRM, to maximize filtration of storm water runoff and an attempt to prevent negative impacts of developments to the waters. Uses and restrictions of the 100-foot protected buffer shall be governed by Section 11.4.5 of the CPDO.

7. In an effort to preserve the rural landscape along SC 462 (as illustrated on the Concept Plan Exhibit), coupled with the Applicants commitment to the protection of historic and natural resources, the Applicant shall provide a restricted covenant within twelve months of approval of the Development Agreement for the creation of a green belt along SC 462. The

Green Belt shall extend from the current right-of-way of SC 462 for a distance of 250 feet on either side of the Highway that is contiguous Parcel A of the Good Hope Tract, except for the area designated as Highway Commercial. The restricted covenants shall include the prohibition of commercial and/or residential development and any new billboard signage within the Green Belt. Signage shall be permitted as regulated herein. Provisions of the restricted of the Green Belt shall be in accordance with the Development Agreement.

E. CULTURAL AND HISTORICAL RESOURCES

Significant cultural and historic resources are known and believed to be located within the Good Hope Tract boundary. In order to identify archeological sites and historic structures on the Property as defined by the South Carolina Department of History and Archives, a cultural and historical resources description of such shall be submitted prior to any development permit application for any portion of the Property. For all such sites and structures identified, Owners/Developers shall document the proposed approach for protecting them and any others that might be discovered during development. In an effort to preserve and protect historic areas such as the site of the Civil War Battle of Honey Hill and to perpetually protect the significant ecological and natural resources such as Pine Barren Area of Good Hope, the Good Hope Corporation conveyed a 2,000-acre conservation easement to the Low Country Open land Trust, Inc. in April, 2008. The Applicant will continue to express and act in good will towards historical and cultural resources. Protection of cultural and historical resources shall be governed by the Development Agreement.

F. WATER AND SEWER SERVICE

Water and sewer service will be provided to the Good Hope Tract by the Town of Ridgeland or other provider approved by the Town of Ridgeland as governed in accordance with the Development Agreement. Planning between the Town of Ridgeland and the Owners/Developers concerning off-site water and sewer systems will continue after adoption of the Development Agreement by the Town and are subject to the provisions of the Development Agreement and the Zoning Regulations. On-Site water and sewer facilities shall be defined as set forth in the Development Agreement.

Septic tanks and individual potable water wells shall be allowed within the Good Hope Tract boundary, as provided in the Development Agreement when in compliance with environmental standards as regulated by DHEC and other applicable regulatory bodies.

G. UTILITY SERVICE

1. The Good Hope Tract is in the service territory of both South Carolina Electric and Gas ("SCE&G") and Palmetto Electric Cooperative for electrical power. It is expected that one of these providers will provide service for the Good Hope Tract. The Applicant has submitted a request for a letter of intent from SCE&G and Palmetto Electric regarding electric service for the Good Hope Tract.

2. EMBARQ, Inc., or other licensed provider will provide telephone service to the Good Hope Tract. The Applicant has submitted a request for a letter of intent from EMBARQ regarding telephone service for the Good Hope Tract.

3. Other Utility services other than water and sewer, which shall be provided as set forth in this PDD and the Development Agreement, shall be provided by legally established entities at the discretion of the Owner, provided such are in accordance with the franchising ordinances/licensing requirements of the Town.

4. Utilities must be underground, except as reasonably necessary for above-ground support facilities or otherwise approved by the Town. Wastewater effluent distribution mains may be above-ground or underground, as necessary for the appropriate function of the land application system.

H. ROADWAYS AND TRAFFIC

1. Good Hope Tract has access to S.C. 336 (Old House Road) and Cherry Hill Road to the west, Bees Creek Road to the north and S.C. 462 which nearly bisects the property. S.C. 336, Bees Creek Road, Cherry Hill Road and S.C. 462 are under the jurisdiction of the South Carolina Department of Transportation regarding access, construction, improvements and maintenance. Establishing safe and reasonable ingress and egress for the Property is a priority for the Owners, SCDOT and the Town of Ridgeland. Accesses may be full access, defined as access which allows any and all possible vehicular traffic movements into and out of the development, or limited access, defined as access which limits the movement of traffic into and out of a development (e.g., right-in-right-out only). Accesses will be granted upon review and as approved from the South Carolina Department of Transportation.

2. The Good Hope Tract may have public or private roads designed and constructed with funding as outlined in the Development Agreement. Roads indicated on the Concept Plan Exhibit are subject to modification and relocation at the time of each Parcel's Development Plan approval based upon specific soil conditions, environmental concerns, physical constraints and design parameters. Roadways commonly referred to as "spine roads" that provide roadway infrastructure for the common welfare of the Property, shall not be required to submit a Master Plan and may be submitted as Development Plans for review and approval by the Town of Ridgeland. Roadways within SCDOT rights-of-way will be constructed in accordance with SCDOT standards, or as otherwise agreed by the Town of Ridgeland, or as recommended through a traffic impact analysis, at the time of Development Plan submittal. Roadways internal to the Good Hope Tract that may be considered public roadways will be constructed in accordance with Town of Ridgeland standards, or as otherwise agreed by the Town of Ridgeland, or as recommended through a traffic impact analysis, at the time of Development Plan submittal. Given the unique nature of the Good Hope Tract and in keeping with the internal low density character, private roadways within the Good Hope Tract may be paved, dirt, gravel or other surface as mutually agreed by the Applicant and Town at the time of Development Plan Application. Private, paved roads shall meet the current Town design standards. All fees and costs associated with the design, permitting and construction of any

roadway within the Good Hope Tract shall be governed by the accompanying Development Agreement.

3. Roadway crossings traversing jurisdictional wetlands shall be allowed if approved by OCRM and the U.S. Army Corps of Engineers.

4. Typical roadway sections will be submitted for review prior to final development permit approval and may be based upon geotechnical studies or other engineering standards reasonably acceptable to the Town Engineer. Road design may include curb and gutter or swale sections without curbs, subject to Town of Ridgeland approval at the Master Plan/Development Plan phase.

5. Portions of the Good Hope Tract may be developed with access through private roads, with access restricted and/or gated appropriately at Owners discretion. Sidewalks shall be provided in the Good Hope Tract at appropriate, practical and logical locations in an effort to promote non-vehicular travel. The frequency and location of sidewalks and bicycle lanes shall be established based upon anticipated pedestrian and bicycle usage within, and between land uses in addition to the proposed traffic loads of adjacent roads.

6. Notwithstanding the other provisions of this section, roadway design standards may be modified to reduce environmental impacts and increase tree preservation provided safety concerns are not compromised. In order to protect and preserve significant trees, such design is hereby encouraged.

I. TREE PRESERVATION AND REPLACEMENT

Tree Preservation and Replacement shall be in accordance with the Landscape Standards attached herein as Exhibit I.

J. PARKING

The total number of required parking spaces for all land uses allowed herein shall conform to the respective requirements of the most similar uses provided for in the TRZO, subject to the reduction in parking requirements provided for in section 4.7.7(A) as well as further modulation of those standards as may be allowed by the Town, provided that the applicant furnishes actual documentation that the new standard meets the parking needs of the proposed land use and the Town agrees at Development Plan approval.

K. STORMWATER MANAGEMENT

The Good Hope Tract shall conform to all of the Storm Water Management Provisions of the TRZO and applicable state and federal requirements, as governed by the Development Agreement and Zoning Regulations. The Owners will prepare SWMPs for each Master Planned area to be submitted at Development Plan submittal. The SWMP will be prepared by a professional engineering firm licensed by the State of South Carolina and approved by the Town prior to the Development of any parcel. Storm water BMPs will be employed in the development of the Good Hope Tract to ensure runoff leaving the site does not degrade water

quality within the surrounding wetlands and receiving waterways. The Good Hope Tract shall be subject to any future storm water regulations in the same manner as are applied Town-wide. Drainage systems constructed within property boundaries shall be owned and maintained by one or more Associations established for various portions of the property.

SECTION II:

LAND USE DESIGNATION AND DEFINITIONS

A. INTRODUCTION AND NARRATIVE

The Good Hope Tract has a total acreage of approximately 15,991 acres including approximately 3,397 acres of salt marsh and approximately 12,594 acres of combined upland and freshwater wetlands (Gross Acreage) as indicated on the Concept Plan Exhibit.

The land uses on the Concept Plan Exhibit are not intended to be rigid exact boundary lines for future land use and improvements. This Concept Plan for the Good Hope Tract inherently maintains flexibility as may be requested by the Owner to accommodate specific soils conditions, environmental concerns, physical constraints, market conditions and design parameters and as such, the exact location of boundary lines and buildings between land uses and their subsequent location and size as indicated within the planning area shall be subject to change until such time a Master Plan is submitted for approval; provided, however, that densities and other conditions will be strictly adhered to, unless adjustment is requested by the Owner and approved by the Town in accordance with the Development Agreement and Zoning Regulations. The boundaries of the Good Hope Tract may be modified to include adjacent acreage, subject to approval of the Town of Ridgeland by appropriate application to the Town.

B. ALLOWED LAND USES

The following existing uses on the Property shall continue to be allowed uses: conservation easements; silviculture (which may include Sustainable Forestry Initiative practices and as governed by the Development Agreement); aquaculture; agriculture; hunting activities; and controlled prescribed burning done in accordance with current permitting requirements of all applicable regulatory bodies.

The purpose of this portion of the Concept Plan is to state which land uses shall be allowed within the Good Hope Tract, but does not obligate the Developer to provide the uses or facilities stated herein.

The following land uses, as designated, shall be permitted in all parcels within the Good Hope Tract, unless as limited herein and defined in Section II herein.

1) Highway Commercial (Limited to Parcel A only)

- I. Community Recreation
- II. General Commercial
- III. Hotel/Inn/Resort
- IV. Residential
- V. Institutional / Civic
- VI. Model Home/Sales Center
- VII. Neighborhood Commercial
- VIII. Open Space

- IX. Roads
- X. Silviculture
- XI. Recreational Vehicle/Boat Storage
- XII. Utilities

2) Historic Preservation

- I. Community Parks
- II. Community Recreation
- III. Maintenance Areas
- IV. Open Space
- V. Residential (where specifically allowed by appropriate Federal and State authorities)
- VI. Roads
- VII. Utilities
- VIII. Silviculture

3) Conservation Protection

- I. Community Recreation
- II. Community River Access
- III. Institutional/Civic
- IV. Maintenance Area
- V. Model Home/Sales Center
- VI. Open Space
- VII. Recreational Vehicle/Boat Storage
- VIII. Residential
- IX. Roads
- X. Silviculture
- XI. Uses as described in section 11.4.3 of Article XI, Conservation Protection District Ordinance (No. 07-37), as originally adopted by the Town of Ridgeland.
- XII. Utilities

4) Village Commercial

- I. Community Recreation
- II. Community River Access
- III. Institutional/Civic
- IV. Maintenance Areas
- V. Mixed Use
- VI. Neighborhood Commercial
- VII. Open Space
- VIII. Recreational Vehicle/Boat Storage
- IX. Residential
- X. Roads
- XI. Silviculture

- XII. Traditional Neighborhood Development
- XIII. Uses as described in section 11.4.3 of Article XI, Conservation Protection District Ordinance, as originally adopted by the Town of Ridgeland.
- XIV. Utilities

The respective Owners of adjacent upland parcels are encouraged to coordinate land use, shared public infrastructure, and establish road and pedestrian/bicycle trail interconnectivity to the degree possible and practical.

Any easement within the property shall be subject to the same land use restrictions as any of the adjacent land uses. Any additional restrictions shall be limited to those contained with the legal definition of the easement granted.

C. ALLOWED DENSITY AND TRANSFER OF DENSITY BETWEEN PLANNING AREAS

1. As stated in Section II.A, the Good Hope Tract consists of approximately 12,594 gross acres of uplands and freshwater wetlands. Of that acreage, the ±630 acres lies within the Highway Commercial planning area, ±2,075 acres lies within the Historic Preservation planning area, ± 252 acres lies within the Village Commercial planning area and approximately ±9,637 acres lies within the Conservation Protection planning area as generally indicated on the Concept Plan Exhibit.

2. Conservation Protection planning area base density, conversions, transfers and increases shall be in accordance with the terms and provisions set forth in Section 9 of the Good Hope Development Agreement.

3. Village Commercial planning area base density, conversions, transfers and increases shall be in accordance with the terms and provisions set forth in Section 9 of the Good Hope Development Agreement.

4. Highway Commercial planning area base density, conversions, transfers and increases shall be in accordance with the terms and provisions set forth in Section 9 of the Good Hope Development Agreement.

5. Historic Preservation planning area residential density, conversions, transfers and increases shall be in accordance with the terms and provisions set forth in Section 9 of the Good Hope Development Agreement.

6. Residential density shall be transferrable between Parcels and land use planning areas in accordance with the terms of the Development Agreement.

7. Transfer of density units between Good Hope Tract Parcels shall be allowed as governed herein and in accordance with the terms and provisions set forth in Section 9 of the Good Hope Development Agreement.

8. Residential density may be increased beyond that provided for in the CPDO in accordance with the terms and provisions set forth in Section 9 of the Good Hope Development Agreement.

9. Overall residential density shall include all Residential uses as described herein by definition and can include both Attached and Detached Single-Family Residential, including town homes and Multi-Family Residential, including apartments and condominiums. Detached guesthouses, "Mother-in-Law" Apartments, carriage houses and Garage Apartments (for rent or not) on the same lot with a single family unit will be allowed as one structure per lot and the second structure will not be counted against the density cap. In tracts of 8 acres or more owned by one individual or one entity (Family Compound), three additional guesthouses (each a "Guesthouse") will be allowed, provided that the Guesthouses be cumulatively counted as one single family dwelling unit against the total allowed density set forth herein and the Development Agreement. Maximum Multi-Family and Single Family Attached residential density units shall not be greater than 40% of the residential density, as set forth herein.

10. Neighborhood Commercial and Mixed-Use shall not have square footage caps per Parcel, as indicated herein or as mutually agreed by Parcel Owners, successors or assigns and the Town of Ridgeland in the future by amendment of the PDD. Commercial development square footage will be subject to design standards set forth in the Zoning Regulations (i.e. TRZO), or as mutually agreed at the time of Master Plan Application. Commercial acreage may be transferred between parcels provided the overall Commercial density complies with the Development Agreement and the Zoning Regulations.

11. Hotel / Inn / Bed & Breakfast Properties, and assisted living, congregate care, and nursing home facilities shall not have a specified dwelling unit per acre maximum, provided compliance with storm water, parking, buffering, landscaping and other site design requirements of the Zoning Regulations are met.

D. DEFINITIONS OF LAND USE TERMS AND DENSITY TERMS

In the absence of a term definition in this Concept Plan or in the Development Agreement, the definitions of the TRZO shall apply in the interpretation of this Concept Plan. The locations of specific land uses indicated on the Concept Plan may vary at the time of permit applications when more specific designs are available, as long as the densities set herein and the general concept of environmentally sensitive residential, commercial and mixed-use developments suggested by the master plans are followed and respected.

1. Acre and Dwelling Units

- a. Total Acre shall mean the entire acreage within the site boundaries.
- b. Gross Acre shall mean the combined acreage of wetlands and freshwater wetlands with salt marsh acreage excluded.

- c. Single Family, Attached Residential shall mean dwelling units that share common vertical walls as property boundaries with laterally adjacent properties.
- d. Multi-Family Residential shall mean dwelling units that share common walls, ceilings and floors with the units that are laterally and vertically adjacent.

2. Community Recreation:

This designation allows for the recreational complexes and amenities to serve the Good Hope Tract. Land uses may consist of private and semi-private recreation, indoor and outdoor lighted and unlighted recreation facilities, establishments and services that include active and passive sports and entertainment, (for project or not) and, ancillary facilities such as retail shops and restaurants serving such public recreational facilities. Community Recreation shall not be counted against the overall allowed acreage for commercial uses within the Good Hope Tract. Permitted uses include:

- a. Outdoor Recreational Facilities including but not limited to:
 - i. Public &/or Private Golf courses and ancillary facilities associated therewith
 - ii. Golf cart storage barn and maintenance facilities
 - iii. Swimming Pools, Pool Bath Houses and Gazebos.
 - iv. Lakes
 - v. Tennis Courts
 - vi. Lawn Games such as bocci, croquet, and volleyball, etc.
 - vii. Multi-use fields
 - viii. Playgrounds
 - ix. Neighborhood Parks
 - x. Community Parks
 - xi. Leisure Trails and Bike Trails
 - xii. Garden Plots
 - xiii. Other Recreational Uses.
- b. Recreational Building including but not limited to such uses as indoor recreation, meetings, assembly, banquet, fitness and hobby space.
- c. Accessory buildings.
- d. Community Offices/Administration Buildings shall not be counted against commercial acreage.
- e. Maintenance and Storage Facilities supporting adjacent recreational uses.
- f. Community Service facilities including:

- i. Public or Private clubhouses
- ii. Pro shops, snack bars, grills, restaurants and lounges associated with clubhouses.
- iii. Ancillary uses associated with community recreation facilities such as craft centers, fitness centers, etc.

3. Community River Access

This designation allows for community access to the rivers, marshes and creeks within and adjacent to the Good Hope Tract. Community River Access locations shall remain flexible to accommodate surveyed river and creek locations, specific soil conditions, environmental concerns and other physical constraints. The exact location of the Community River Access sites will be determined at the time of Master Plan submittal and as permitted through DHEC.

I. Individual Docks

- 1) Docks associated with residential dwellings.
- 2) Individual docks shall comply with all state and federal standards, which are in effect at the time of such permitting, and regulations shall be determined, by the direct application to appropriate agencies.

II. Community Docks & Marinas

- 1) Piers and pier heads
- 2) Floating docks
- 3) Boat launch includes hoist, ramp, travel lift and fork lift
- 4) Wet or dry boat storage
- 5) All ancillary uses including ships store, dining facilities and boat repair.
- 6) Community and marina docks shall comply with all state and federal standards, which are in effect at the time of such permitting, and regulations shall be determined, by the direct application to appropriate agencies.

III. Canoe and Kayak Access

- 1) Pier, pier head and floating dock for launch of canoes and kayaks.
- 2) No fueling facilities.
- 3) Canoe and Kayak Access shall comply with all state and federal standards which are in effect at the time of such permitting, and regulations shall be determined by the direct application to appropriate agencies.

4. General Commercial. The Highway Commercial designation allows for the development of concentrated commercial and office nodes. General Commercial uses shall count against total Highway Commercial density (acreage) as set forth herein.

a. Permitted Uses:

- i. Establishments engaged in selling goods or merchandise to the general public for personal or household consumption (e.g., shopping centers, supermarkets, department stores, convenience stores, gas stations, automobile and boat dealerships, etc.) and rendering services incidental to the sale of such goods; establishments providing services or entertainment to the general public including but not limited to eating and drinking establishments, personal service and repair business and entertainment establishments (e.g. movie theatres, bowling alleys, etc.); medical and health facilities/office buildings and/or office for government, business professional or general purposes, unless specifically prohibited under Prohibited Uses below.
 - ii. Uses permitted under the General Commercial District (GCD) zoning classification described in the TRZO
 - iii. Uses permitted under the Highway Commercial District (HCD) zoning classification described in the TRZO
 - iv. Mixes of various uses permitted under this Concept Plan
 - v. Colleges and Professional Schools
 - vi. Schools, Neighborhood (elementary and middle school)
 - vii. Schools (community high school)
 - viii. Daycare, commercial
 - ix. Utilities
 - x. Public Services
 - xi. Government Office
 - xii. Commercial lodging (hotel and motel)
 - xiii. Commercial Retail
 - xiv. Institutional/Civic
 - xv. Office
 - xvi. Restaurant (including outdoor seating)
 - xvii. Service Businesses
 - xviii. Dry-cleaning and Laundry Services
 - xix. Parking Garages
 - xx. Gas-convenient stores with no Repair Bays or Facilities
 - xxi. Commercial Amusement (indoor)
 - xxii. Christmas Tree Sales
 - xxiii. Roadside Stands (on designated areas only)
 - xxiv. Commercial Outdoor Sales (related to existing retail)
 - xxv. Public Interest and Special Events (permitted, located, and scheduled ahead of time)
 - xxvi. Nightclub and entertainment
 - xxvii. Movie Theaters
 - xxviii. Grocery
 - xxix. Mini-warehouse facilities will be limited to a maximum height of two stories.
 - xxx. Business Park
 - xxxi. Neighborhood Commercial
- b. Sidewalk displays are permitted directly in front of an establishment, if at least five feet of sidewalk is maintained for adequate and uncluttered pedestrian access.

c. Prohibited Uses:

The following commercial uses are specifically prohibited:

- i. Junkyards or auto salvage yards
- ii. Gambling facilities not authorized by law
- iii. Adult-oriented businesses
- iv. Mining/resource extraction, except subject activities in conjunction with the creation of recreational, lakes, canals and storm water management systems.

5. Hotel/Inn/Resort

This designation is for hotels, inns, timeshare projects, resorts and spas that consist of building or buildings with guest rooms for sleeping, kitchens and or a dining room(s) to provide meals for guests, including public restaurants, bars, and entertainment areas. One room of occupancy shall count as 0.5 residential units for purposes of density, but count as a commercial unit (Hotel/Motel) for Developer Fees under the Development Agreement.

Performance Standards for this district will be determined at the time of Master Plan Application. Maximum building height shall meet the requirements of the TRZO for group dwellings and multiple family dwellings.

6. Institutional/Civic

This designation allows for institutional and civic land uses, which shall be allowed to occur as a mixed use in Conservation Protection, Highway Commercial or Village Commercial areas.

- a. Civic, cultural, municipal, governmental, educational (public or private), conference centers, research or other similar facilities which may include dormitories or other similar living quarters for students, staff, faculty and professionals.
- b. Churches, synagogues, temple and other places of worship provided that such uses are housed in a permanent structure.
- c. Cemeteries provided that such use does not include a funeral home or crematorium.
- d. Medical and health facilities, assisted living facility, nursing home and congregate care facility.
- e. Public emergency service facilities, library, museum, day care facilities, social/community centers, etc.
- f. All uses permitted in the Institutional District (ISD) zoning classifications described in the TRZO.
- g. Utilities

Performance Standards for this district will be determined at the time of Master Plan stage.

7. Maintenance Areas

The maintenance areas will contain the facilities, tools and equipment to maintain the common properties and golf courses, if any, with which they are associated within the Good Hope Tract. These facilities may be congregated on a central site or located in separate convenient sites for different services such as general community maintenance, golf course maintenance, recreation area maintenance or individual property regime maintenance.

Permitted uses include:

1. Vehicle maintenance
2. Storage of vehicles and parts, boats, recreational vehicles and resident storage
3. Fuel storage
4. Shops for woodwork, metalwork and painting.
5. Greenhouses, plant propagation areas and holding yards
6. Mulching & composting facility and related storage.
7. Storage of chemicals and bulk materials as permitted by law.
8. Offices associated with community and maintenance.
9. Construction staging areas

8. Mixed Use

This designation primarily allows for a mix of all uses described in this Concept Plan, including Traditional Neighborhood Design as defined herein. The mixed use areas will provide essential services to residents and guests of the Good Hope Tract. The primary intent of this land use category is to enhance quality of life by substantially reducing vehicular traffic, offering convenient and healthy transportation alternatives through focused pedestrian, bicycle and potentially public transit access between uses and thereby fostering an enhanced association among residents and workers resulting from close geographical proximity. Other purposes include providing appropriate transitions between uses to encourage interaction between the activities, retaining open space by encouraging higher-density development clusters, ensuring high quality architectural design and materials, promoting innovative site design, permitting flexible development on individual lots, and promoting a pedestrian-friendly living and working environment. The mixed use community will be established by a reasonable pedestrian travel distance.

Applicable Design Standards shall be submitted and mutually agreed by the Owner, its successors or assigns and the Town of Ridgeland.

9. Model Home/Sales Center

1. This designation allows for the model homes and office/administrative facilities associated with the primary sale of residential lots and homes. The facility(s) may be permanent in nature with the model homes being sold as single-family residences in the future or the facility(s) may relocate from time to time during the period of development to meet the needs of development phasing.
2. From time to time model homes may be constructed and later sold as permanent residences when no longer needed as models.
3. Real estate sales, closings and other similar transactions may be conducted inside model homes / sales centers.

10. **Neighborhood Commercial.** This designation allows for the development of multiple neighborhood-oriented limited use commercial, residential, civic, institutional and office nodes including villages, community centers, gardens, and neighborhood shopping centers to provide essential services to residents, invitees and guests to the Good Hope Tract, relieving a degree of traffic and congestion which may surround other large commercial developments in the general area. Neighborhood Commercial Development shall count against the total Village Commercial density (square footage) as set forth herein.

a. **Permitted Uses:**

- i. Retail businesses, personal service businesses, small scale shopping centers, grocery stores, restaurants, convenience stores, gas stations, attached residential units, clustered commercial establishments, offices and civic/institutional uses, unless specifically prohibited under Prohibited Uses below
- ii. Single Family Residential
- iii. Multifamily Residential
- iv. Mixed Use
- v. Traditional Neighborhood Development
- vi. Hotel / Inn / Resort
- vii. Medical offices (not including facilities for patient care exceeding 48 hours)
- viii. Bed & Breakfast
- ix. Outdoor Entertainment.

Maximum building height shall meet the requirements of the TRZO for group dwellings and multiple family dwellings.

b. **Prohibited Uses:**

The following commercial uses are specifically prohibited:

- i. Junkyards or auto salvage yards

- ii. Mobile homes/mobile home parks
- iii. Automobile and other vehicle repair shops
- iv. Telecommunication towers, to the extent such prohibition is not restricted by state or federal law
- v. Mining/resource extraction, except subject activities in conjunction with the creation of recreational, lakes, canals and storm water management systems.
- vi. Jails, prisons, work release, or other similar facilities
- vii. Gambling facilities not authorized by law
- viii. Outdoor Amusement Parks
- ix. Outdoor go cart racing facilities
- x. Outdoor roller coasters and other carnival like facilities
- xi. Adult-oriented businesses
- xii. Other Nuisances under section 4.12 of the TRZO

11. Open Space

Consistent with the terms of the Development Agreement, each Master Plan submitted by the Owners and Developers under the Zoning Regulations, shall provide proof that the 50% Open Space requirement as described in the CPDO is achieved within the Good Hope Tract boundary. The land reserved for Open Space may, at the Applicant's discretion, be located in restricted access, gated communities. The following uses are permitted in Open Space areas:

- i. Conservation Easements
- ii. Wildlife and forest preserve, conservation areas and hunting areas
- iii. Landscaped areas included in developed areas, such as manicured village greens
- iv. Recreation areas, including Community Recreation uses as defined herein, ball fields, playgrounds, gardens, multi use paths and nature trails
- v. Parks
- vi. Freshwater wetlands and associated wetland buffers
- vii. Perimeter buffers and unpaved utility easements without vertical construction
- viii. Lagoons, ponds, impoundments and lakes (detention, retention and recreational)
- ix. Green belts
- x. Public or private golf courses, including ancillary facilities such as golf learning center, practice facilities and support facilities
- xi. Publicly dedicated lands/Conservation Easement areas
- xii. Preserved areas containing cultural and historic resources
- xiii. Treated wastewater application areas, effluent spray fields
- xiv. Shoreline protection buffers
- xv. Wildlife habitat preserved
- xvi. Safe harbor species protections zones pursuant to state and federal law
- xvii. All uses permitted under Article IX – Open Space / Natural Resource Conservation District zoning classification as described in the TRZO

Permitted uses for this district also include those uses permitted under the Open Space/Natural Resources Conservation District ("OSD") zoning classification described in the TRZO. Open Spaces located within the Good Hope Tract Boundary that are not within Town limits will be recognized, acknowledged and counted towards Open Space calculations and totals under the terms contained in the Development Agreement.

12. Recreational Vehicle Parks

These parks are permitted provided the Owner/Developer and the Town agree to the design standards that must be submitted at the time of application. Recreational Vehicle Parks shall be buffered a minimum of 20 feet from any adjacent residential land use.

13. Residential

- a. Residential density shall be in accordance with Section II.C herein.
- b. Residential density may be increased, through conversion or provisional Open Space, as provided in the Development Agreement.
- c. Except in Traditional Neighborhood Development ("TND") areas, for detached single family residential and duplexes (i) the minimum lot width shall be 40 feet with a minimum lot depth of 100 feet, (ii) the average lot size may vary as to specific, individual subdivision plats (iii) the minimum side setbacks shall be 6 feet on each side. Side setbacks can be reduced at the discretion of the Town. The primary standard, to be utilized in allowing the variance shall be the maintenance of the Town's Insurance Services Organization fire safety rating. As for dwelling units, a minimum front-yard setback of 10 feet shall be imposed on lots with front-loaded garages, a minimum setback of 10 feet from the back lot line and a minimum setback of 5 feet from a pool or deck.
- d. For attached single family residential, townhomes, or condominiums (i) there shall be no minimum lot size or setbacks, and (ii) side setbacks for all non-common lot line sides shall be in accordance with Town Fire Safety Standards, except as specified herein.
- e. Multi-family residential units are allowable up to a maximum of 24 units per upland acre on a site-specific basis. Density is based on the number of stories in a project. One-story projects are limited to 8 units per upland acre, two story projects are limited to 16 units per upland acre, and any project with a three story component is capped at 24 units per upland acre. Multifamily residential consists of attached or detached residential including both short term and long term rentals, but excludes Hotel/Inn/Bed and Breakfast and Guesthouse.

- f. The allocation of density as specified allows for the clustering of development to optimize the protection of natural features and maximize open space. This does not guarantee that the Property can be developed at the identified maximum. Lot sizes range from the square footage of the foundation of cottage-type product to larger single family lots.
- g. Multi-family units do not have a lot size designation.
- h. Mobile homes are not allowed within the Good Hope Tract.
- i. Recreational Vehicle Parks are governed by the provisions of Section 12 herein, and shall be considered a multi-family use. Modular or panelized homes shall not be considered mobile homes and will be considered single family homes which are permitted under this Concept Plan.
- j. Single-family residential consists of attached and detached residential, including both short and long term rentals. Product mix may include full size lots, attached zero lot line product, townhouses, patio home sites and cottages. Similar width lots may be grouped in individual neighborhoods. Residential improvements shall be limited to a maximum of three (3) stories in height above parking or base flood elevation, as applicable, not including minor uninhabitable architecture elements above basic roof lines, subject to provisions of the TRZO.

Performance Standards for this district will be determined at the time of Master Plan Application, provided, however, Owners shall have the right to develop residential density units in conformance with the Single Family Residential ("SFR") described in the TRZO.

14. Setbacks and Buffers

The Good Hope Tract setbacks and buffers shall meet the minimum requirements established herein; provided, however, that any required wetlands setbacks shall apply according to law throughout the Property.

Perimeter setbacks and buffer standards shall include:

At adjacent property boundaries of Good Hope Tract, setbacks (which shall contain buffers) shall be a minimum of 25 feet except where said boundary is a jurisdictional wetland or recorded conservation easement, then the setbacks and buffers shall be as determined by the state and federal agencies having jurisdiction over the wetlands. Landscaped berms, access encroachments, pathways, underground utilities and storm water management facilities are allowed in the perimeter setback and buffer area. Undisturbed natural vegetation shall satisfy buffer requirements.

On Parcels within the Good Hope Tract that are adjacent to South Carolina Highway 336 and other roadway other than S.C. 462, setbacks (which shall contain buffers) shall be in accordance with the table below, unless otherwise state herein (i.e. SC 462 Green Belt). In such roadway setbacks and buffers, allowed uses shall include, but are not limited to, underground utilities, access encroachments, pathways, landscape berms and storm water management facilities. Undisturbed natural vegetation shall satisfy all buffer requirements.

<u>Adjacent Land Use:</u>	<u>*Minimum Required Setback:</u>
Residential	25 feet
Highway Commercial	35 feet
Village Commercial	15 feet
Mixed-Use	0 feet
TND	0 feet
*Buffer is included in setback.	

Internal setbacks (which shall contain buffers) between nonconforming uses of the Good Hope Tract will be illustrated at the time of Master Plan submittal, shall be in accordance with the following standards provided that the uses are not separated by a road right-of-way, and/or wetland of an equal width (including wetland buffer):

<u>Land Use:</u>	<u>*Minimum Required Setback:</u>
Highway Commercial/Conservation Protection	25' both tracts (50' total)
Highway Commercial/Village Commercial	15' both tracts (30' total)
Highway Commercial/Historic Preservation	50' both tracts (100' total)
Village Commercial/Conservation Protection	15' both tracts (30' total)
Village Commercial/Historic Preservation	30' both tracts (60' total)
Historic Preservation/Conservation Protection	15' both tracts (30' total)

*Buffer is included in setback.

Mixed-Use, TND and all other land use areas not included in the tables within this section shall be exempt from all internal and roadway setbacks and buffer standards. For Mixed-Use and TND land use, setbacks and buffer standards are typically dependent on the exact type of development product.

For portions of the property adjacent to navigable waters of the United States, a one-hundred foot shoreline protection buffer shall be placed along the shoreline of salt marshes from critical line, as determined and approved by OCRM, to maximize filtration of storm water runoff and an attempt to prevent negative impacts of developments to the waters. Uses and restrictions of the 100-foot protected buffer shall be governed by Section 11.4.4 of the Article XI, Conservation Protection District Ordinance (No. 07-37), as originally adopted by the Town of Ridgeland.

15. Silviculture

This designation allows for continuation of managed forestry and allows for Sustainable Forestry Initiative practices. Silviculture includes the practice of planting, culture, and harvesting of trees for the purpose of producing wood fiber and timber. Generally accepted methods of forest management are permitted, including wildlife management, construction and use of forest roads, controlled prescribed burns and practices to promote health and growth of trees, as governed by the Development Agreement. Silviculture uses may continue up to the time a subdivision plat is recorded for a portion of the Property and must be in accordance with standard forestry BMPs. Silviculture activities may continue to occur on all other unplatted portions of the Property. The Owner shall be permitted to plan and grow trees upon the Property which may be used for tree farming for harvesting of such trees for purposes of replanting same in locations which are on or off the Property and may engage in farming operations which are indigenous to the area.

16. Traditional Neighborhood Development

Traditional Neighborhood Development within the Good Hope Tract will be typified by the culture, value and traditions exemplified in the Historic Districts traditional cities in the Southeast. This development is to be a traditional neighborhood, which is generally characterized by a pedestrian-friendly environment of grid streets, neighborhood parks, sidewalks, front porches, alleys, on-street parking, mixed uses and a tight scale to unify the district. It is anticipated TND may predominantly occur within Highway Commercial and Village Commercial areas, but may occur in other areas of the Good Hope Tract.

The traditional neighborhood will be a mixed-use residential/commercial development consisting of single-family residential, multi-family residential, commercial, recreational, and open space. There shall be allowances for mixed-use capabilities (live/work units) as well as an allowance for accessory buildings to have residential capacity (such as garage apartments). Other distinctive features of traditional neighborhoods within this district will be detailed at the Master Plan stage.

Design Standards shall be submitted at Master Plan stage. These standards may deviate from the TRZO or this Concept Plan, with the approval of the Town, provided that health, safety, ingress/egress, and fire protection concerns are addressed to the satisfaction of the Town.

17. Utilities

This designation allows for utility service to serve the Parcels of the Good Hope Tract. The following land uses shall be allowed only after written approval, consistent with the terms set forth in the Development Agreement, from the Owner/Developer and its consultants for location and design. Screening, buffering, and other aesthetic matters must meet or exceed the TRZO requirements, and may be approved at Master Plan approval.

- a. Potable water supply and distribution
- b. Wastewater collection, treatment and disposal

- c. Storm water collection, treatment and detention
- d. Irrigation
- e. Communication towers
- f. Satellite antennas
- g. Cable television facilities
- h. Telephone facilities
- i. Power transmission and distribution
- j. Fiber optic lines
- k. Other utility services (i.e., Internet access and other telecommunication uses)

Certain community-wide infrastructure is required for the development of any large, master-planned community. This infrastructure may include, but is not limited to the following:

- a. Arterial streets and primary access roads
- b. Water supply
- c. Wastewater Treatment and Effluent Disposal
- d. Power substations
- e. Central telephone facilities
- f. Storm Water Management Lagoons
- g. Natural Gas Supply

In the case of this Concept Plan, the community-wide infrastructure may serve more than one Parcel of the Good Hope Tract. Infrastructure serving individual development parcels (on-site and off-site) will be approved as part of the Development Plan approval process and shall not be subject to the Master Plan process.

18. Wetlands

This designation allows the following uses within wetlands. Wetlands shall be those areas on the Property containing jurisdictional freshwater wetlands as determined by the U.S. Army Corps of Engineers. The following are permitted uses:

- a. Open space and buffers
- b. Education/Interpretive Centers
- c. Conservation areas
- d. Historic Preservation
- e. Activities in all wetland areas as permitted by the U.S. Army Corps of Engineers and the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management.
- f. Disposal of reclaimed water as permitted by SCDHEC.
- g. Storm water management and recreational lakes.
- h. Boardwalks, trails, bridges and other permitted structures.
- i. Game Management
- j. Wildlife and forest preserve
- k. Hunting areas

- l. Wildlife habitat preserved
- m. Safe harbor species protections zones pursuant to state and federal law

SECTION III:

2005 RIDGELAND ZONING ORDINANCE AND LAND USE REGULATIONS ("TRZO") – CHANGES AND EXEMPTIONS

In accordance with Section 10.10.4.6 of the PDDO, the following clarifications or modifications to otherwise applicable standards of the TRZO are hereby made applicable to the Good Hope Tract by reference to TRZO sections below. It is acknowledged that concerted efforts have been made to identify each provision of the TRZO sought to be waived or modified, and thus to the extent that a specific provision of the TRZO is not listed below but conflicts with the wording and intent of the Concept Plan, that provision shall be deemed to have been included in the listing below. To the extent the provisions of the Concept Plan are not clear, the provisions of the TRZO dated October, 2005, as amended through the date of approval of this Concept Plan, not listed or deemed listed, shall apply.

Section 1.6 Definitions and Rules of Construction – Definitions are set forth in the Development Agreement and this Concept Plan. Such definitions supersede the definitions in Section 1.6. In the event a definition is omitted in the Development Agreement and/or Concept Plan, the TRZO definition shall govern.

Section 2.2 Architectural Review Board ("ARB") – The architectural review provisions of the TRZO shall still apply, but the Town and Owner may agree to limit review by the Town's ARB to review of design guidelines and to allow an Owner's designated architectural review board to implement such guidelines. In such event, if an Owner's designated architectural review board is not enforcing such design guidelines, the Town may issue a notice of non-conformance from which date the Owner's designated architectural review board would have thirty (30) days to become compliant. If the Owner's designated architectural review board is not compliant within thirty (30) days, the Town may in its discretion revoke such authority and resume full architectural review.

Sections 3.2.4 and 3.2.5 The Town may in its discretion agree to accept a bond or legal surety in lieu of a letter of credit.

Section 3.3.5 This section has been amended to extend the time for work authorized by a certificate of zoning compliance to begin up to one (1) year and hereby authorizes applicant to request a one (1) year extension to a certificate of zoning compliance for a period of one (1) additional year.

Section 3.7 Amendments – Any amendments to the TRZO, occurring after the Town's adoption of this Concept Plan as a zoning ordinance, shall not be applicable to the Good Hope Tract except to the extent permitted in the Development Agreement.

Section 4.7.3(A) Clearing of all trees will be allowed in areas where silviculture activities are being performed, and where public roads, water, sewer and other public infrastructure is being constructed.

Section 4.7.3(B) This section is amended to allow the uses as set forth in Section II D (18) of this Concept Pan in wetlands. Development in flood hazard areas, as defined by FEMA, shall be allowed, provided development complies with all applicable FEMA standards. Unique natural areas, since undefined in the TRZO, have been removed from this section. Tree preservation and removal shall be governed as modified by this Concept Plan and the Development Agreement.

Section 4.7.4(A) Amended to allow lots to be directly accessible by public or private roads.

Section 4.7.4(C) Minimum lot size requirements shall be governed by the requirements listed in the relevant zoning district within the Good Hope Tract. If specific requirements are not listed in the Concept Plan, lot size requirements default to those listed in the relevant zoning district in the TRZO or Subdivision Regulations, as applicable or as mutually agreed between Town and Owner at the time of Master Plan application.

Section 4.7.6(H) This section shall not apply to the Good Hope Tract unless agreed to in writing by Owner and the Town of Ridgeland at the Master Plan stage.

Section 4.7.6(I) Internal local roads shall be designed for the twenty-five year, localized storm event. Major roadways or spine collector roads serving several communities shall have cross culverts designed to not affect the upstream water surface elevation for the 100 year storm event (zero head loss design). Storm water collector systems (i.e. roadside curb inlets and conveyance) for major roadways or spine collector roads shall be designed such to allow one half lane of spread within the roadway for the twenty-five year, localized storm event.

Section 4.7.6(L) Streetlights. Given the low density nature of the Good Hope Tract, it may not be cost effective to install streetlights every 300' along all roads. Deviations from the three hundred (300) foot minimum spacing requirement may be approved by the Town at Master Plan stage.

Section 4.7.7 Parking Requirements. Deviations to this section may be approved at Master Plan approval where adequate parking, shared or otherwise, is provided.

Section 4.7.7(C) Parking Spaces. Deviations may be approved at Master Plan approval.

Section 4.9.1 Buffers. The related sections are deleted and shall not apply to the Good Hope Tract. Buffers are governed by the Good Hope Tract.

Section 4.11 Development and Flood Hazard Areas. Section paragraph to be replaced with the following:

Development within a flood hazard area, as defined by the Federal Emergency Management Agency ("FEMA"), shall comply with all applicable FEMA standards and regulations.

SECTION IV:

TOWN OF RIDGELAND SUBDIVISION REGULATIONS – CHANGES AND EXEMPTIONS

Article 2 – Definitions are set forth in the Development Agreement, the Concept Plan and TRZO. Inconsistent definitions supersede the definitions in Article 2.

Article 3 – Development Plan submittal shall be in accordance with the PDDO.

Article 4 – Development Plan submittal shall be in accordance with the provisions of the PDDO.

Article 4-3.3 Certificate of Accuracy – "I hereby certify..." shall be replaced with "To the best of my knowledge, opinion and belief..." for all certification statements.

Article 5-2.1 – Continuation of existing street pattern is dependent of development type and shall be assessed on a case by case basis at the Master Plan stage, subject to Town of Ridgeland approval.

Article 5-2.2 - Cul-de-sacs length shall be determined at the Master Plan stage, subject to Town of Ridgeland approval.

Article 5-2.5 – Intersection geometry and minimum design standards shall be determined at the Master Plan stage, subject to Town of Ridgeland approval.

Article 5-2.6 - Reverse curves shall be in accordance with applicable American Association of State Highway and Transportation Officials ("AASHTO") standards, latest edition.

Article 5-2.11 – Right-of-Way and Pavement Widths shall vary due to type of development (i.e. TND, etc.) and shall be determined at the Master Plan stage, subject to Town of Ridgeland approval.

Article 5-2.12 – Curbed streets shall have a minimum grade of 0.5%. Uncurbed streets (with swales) shall have a minimum grade of 0.0%, although 0.5% is recommended.

Article 5-2.13 – Horizontal curves shall conform to AASHTO standards, latest edition.

Article 5-2.14 – Vertical curves and stopping sight distances shall conform to AASHTO standards, latest edition.

Article 5-3 – Blocks, block length, configurations and crosswalks shall be determined based on the type of development at the Master Plan stage, subject to Town of Ridgeland approval. Crosswalks shall be in conformance with the Manual for Uniform Traffic Control Devices, latest edition or to the South Carolina Department of Transportation (“SCDOT”) standard, latest edition.

Article 5-4 – All lot standards shall conform to Planned Development District standards or, in the event standards are undefined for a development type, shall be determined at the Master Plan stage, subject to Town of Ridgeland approval.

Article 5-7 – Reservation of public sites shall be as set forth in the Development Agreement and the Concept Plan. Good Hope Tract property shall be exempt from this article.

Article 5-8 – Flood Protection applies to property within FEMA flood hazard zones only.

Article 5-9 – Mobile Home Subdivisions are prohibited in the Good Hope Tract.

Article 6-1 – Monuments shall be in accordance with State of South Carolina standards for boundary surveys.

Article 6-6 – Curb and Gutter types shall be determined at the Master Plan stage, subject to Town of Ridgeland approval.

Article 6-7 – Street Grading and Surfacing – Street grading, base, preparation and surfacing shall meet or exceed Jasper County standards for local roads and South Carolina Department of Transportation for roadways under SCDOT jurisdiction.

Article 6-11 – Trees removal, replacement and mitigation shall be governed by the Development Agreement and the PDD. This section shall not apply to the Good Hope PDD.

Article 6-12 – Open space and recreation requirements shall be governed by the Development Agreement and the Concept Plan.

Article 6-13 – Traffic Control devices shall be designed in accordance with the Manual for Uniform Traffic Control Devices, latest edition.

Article 7 – Group Development shall be governed by the Development Agreement and the Concept Plan. Any provisions of this section that are inconsistent with the terms of the Development Agreement and Concept Plan shall not apply to the Good Hope Tract.

EXHIBIT A

Good Hope Tract Vicinity Map

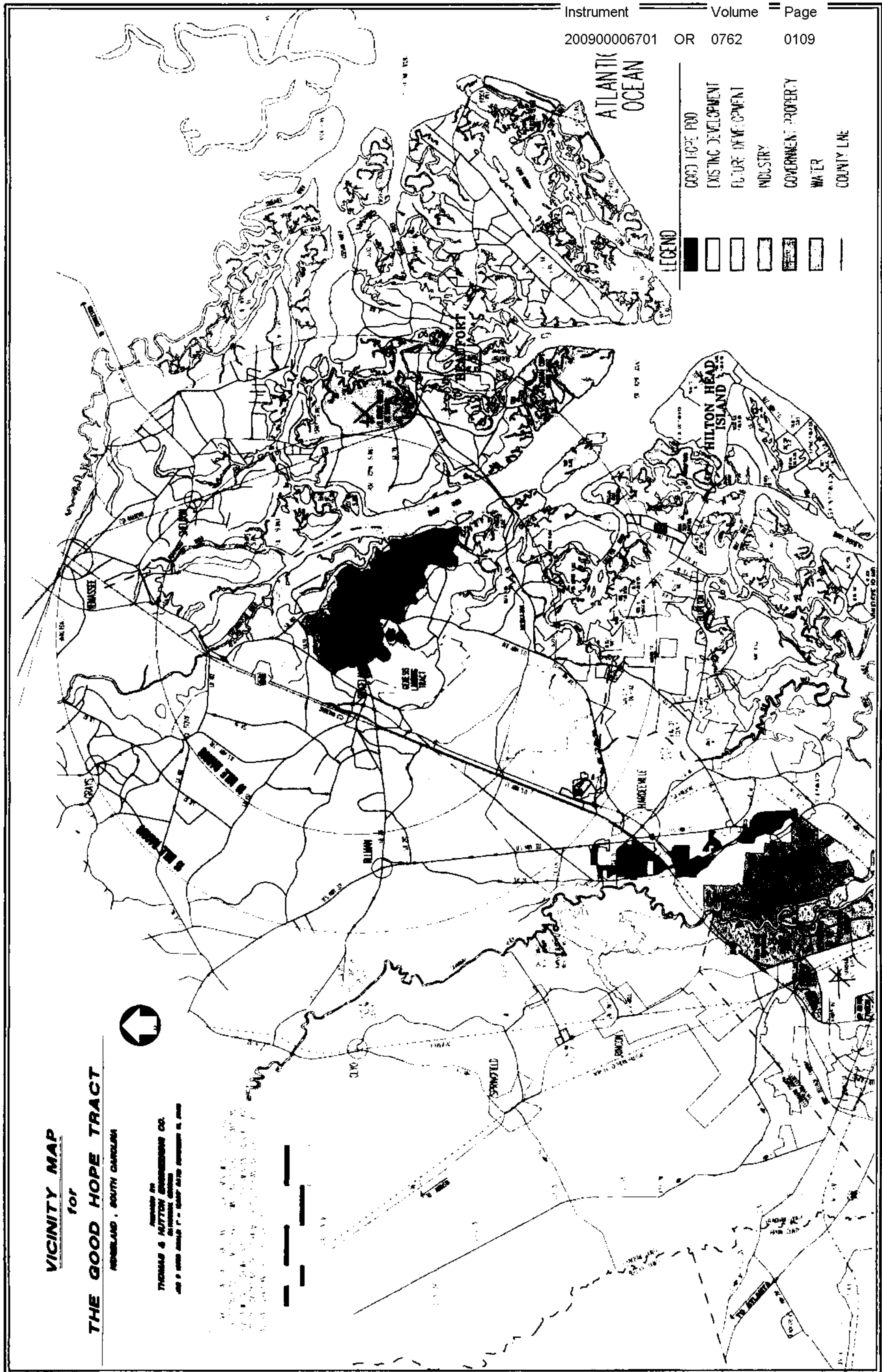


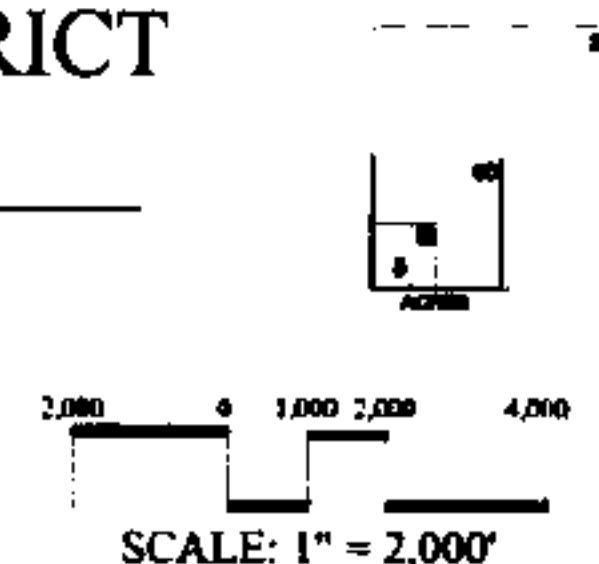
EXHIBIT B

Good Hope Tract Parcel Exhibit



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14785444 | <https://doi.org/10.1002/anie.201914784> | 15 of 15

EXHIBIT C

Good Hope Tract Concept Plan Exhibit

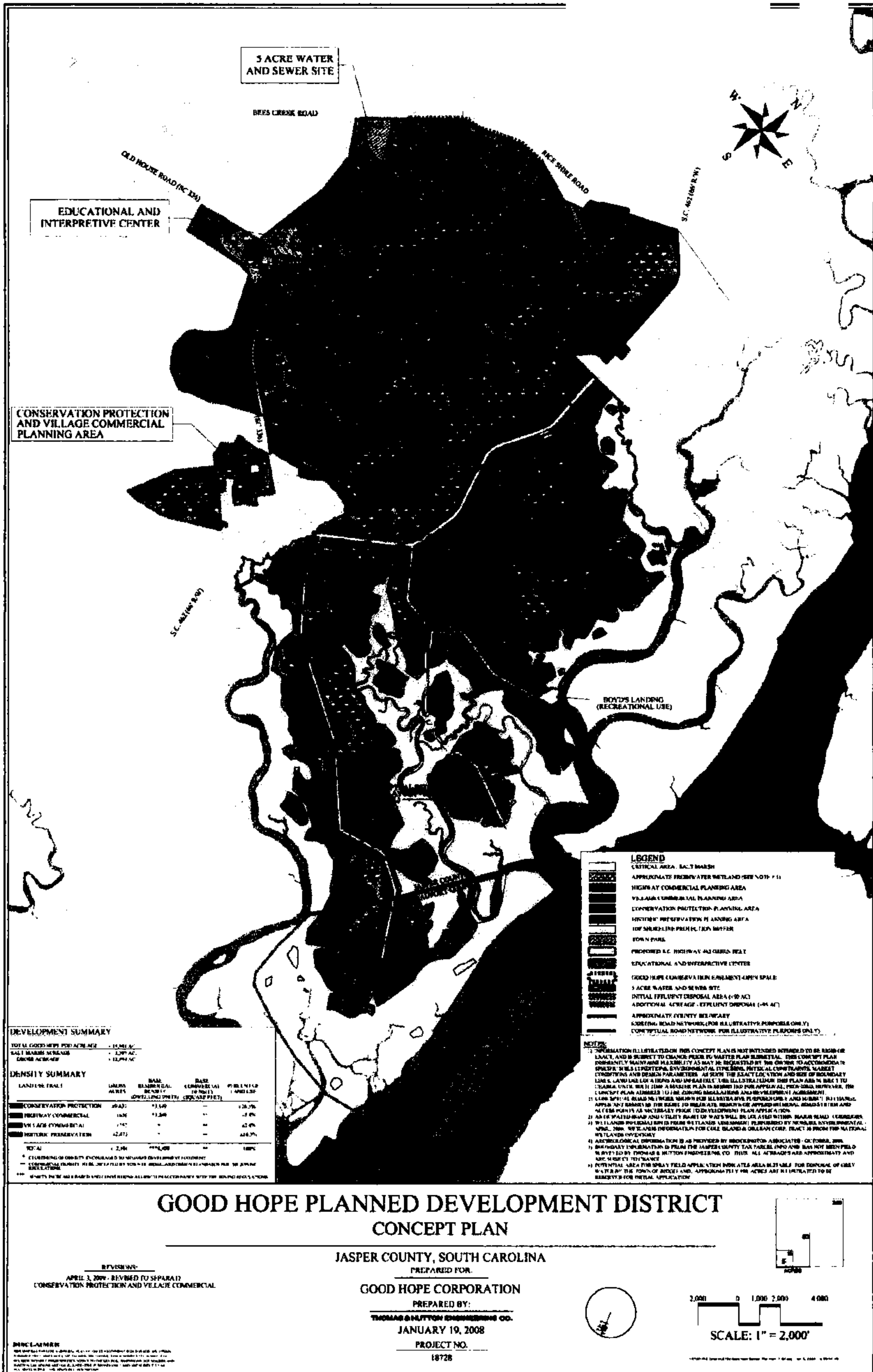


EXHIBIT D

Good Hope Boundary Plats and Legal Descriptions

EXHIBIT E

Town of Ridgeland Intent to Serve Letter

THOMAS & HUTTON ENGINEERING CO.

50 PARK OF COMMERCE WAY

POST OFFICE BOX 2727

SAVANNAH, GEORGIA 31402-2727

TELEPHONE (912) 234-5300

FAX (912) 234-2980

March 19, 2009

Town of Ridgeland
Attn: Mr. Jason Taylor
One Town Square
Ridgeland, SC 29936

Re: Good Hope
Planned Development District and
Concept Plan
Intent to Serve Request - Water & Sewer

Dear Mr. Taylor:

Please find attached the Good Hope Concept Plan. Good Hope is comprised of five parcels totaling approximately 15,991 acres. Parcel A, commonly known as Good Hope Plantation is legally owned by Good Hope Corporation. Parcel B and Parcel D are legally owned by Coles Island, LCC. Parcel C is legally owned by Lawrence B. Van Ingen III, Anne H. Van Ingen, May Van Ingen Courtemanche, Evelyn Van Ingen Fell, Herbert P. Van Ingen, Serena McCallum, Harriet Love, William B. Van Ingen and Edie Crawford as legal co-owners (Coles Island Co-Owners). Parcel E is legally owned by the Gillean Corporation.

The project proposes a base density of approximately 3,000 residential dwelling units and village commercial to support the residential dwelling unit. A Highway Commercial land use is also proposed and consists of approximately 1,200 residential units and 6,300,000 square feet of commercial uses.

We respectfully request that you review the enclosed documents and exhibits and issue a letter of intent to serve water and sewer utilities at your earliest convenience.

Thank you for your attention to this project. Please call our office at (912) 234-5300 with any questions or concerns.

Sincerely,

THOMAS & HUTTON ENGINEERING, CO.



Kevin M. Smith, P.E.

KMS/ks
Enclosures

EXHIBIT F

SCE&G and Palmetto Electric Cooperative Intent to Serve Letter

THOMAS & HUTTON ENGINEERING CO.

50 PARK OF COMMERCE WAY
POST OFFICE BOX 2727
SAVANNAH, GEORGIA 31402-2727
TELEPHONE (912) 234-5300
FAX (912) 234-2950

April 2, 2009

Mr. Bob Bishop
Palmetto Electric Cooperative, Inc.
One Cooperative Way
Hardeeville, SC 29927

Re: Good Hope Planned Development District
and Concept Plan (PDD)
Intent to Serve Request - Electric

Dear Mr. Bishop:

Please find attached the Good Hope Concept Plan. Good Hope is comprised of five parcels totaling approximately 15,991 acres. Parcel A, commonly known as Good Hope Plantation is legally owned by Good Hope Corporation. Parcel B and Parcel D are legally owned by Coles Island, LCC. Parcel C is legally owned by Lawrence B. Van Ingen III, Anne H. Van Ingen, May VI. Courtemanche, Evelyn VI. Fell, Herbert P. Van Ingen, Serena McCallum, Harriet Love, William B. Van Ingen and Edie Crawford as legal co-owners (Coles Island Co-Owners). Parcel E is legally owned by the Gillean Corporation.

The project proposes a base density of approximately 3,000 residential dwelling units and village commercial to support the residential dwelling unit. A Highway Commercial land use is also proposed and consists of approximately 1,200 residential units and 6,300,000 square feet of commercial uses.

We respectfully request that you review the enclosed documents and exhibits and issue a letter of intent to serve electric and gas utilities at your earliest convenience. Thank you for your attention to this project. Please call our office at (912) 234-5300 with any questions.

Sincerely,

THOMAS & HUTTON ENGINEERING, CO.


Kevin M. Smith, P.E.

KMS/ks
Enclosures



One Cooperative Way

Hardeeville, SC 29927-5123

843-208-5551

April 9, 2009

Kevin M. Smith, P.E.
Thomas & Hutton Engineering
P. O. Box 2727
Savannah, GA 31402-2727

Re: Good Hope PDD and Concept Plan

Dear Kevin:

Palmetto Electric Cooperative, Inc. ("PECI") has ample power available to serve the above-referenced project. A redline drawing will be provided when the electrical load requirements and a detailed drawing have been received.

Thank you for your assistance and cooperation in this matter. If you have any questions or if I may be of further assistance, please do not hesitate to contact me at (843) 208-5512.

Sincerely,

PALMETTO ELECTRIC COOPERATIVE, INC.

A handwritten signature in black ink, appearing to read "Tim Hutchinson", is written over a horizontal line.

Tim Hutchinson
System Engineer

TH:sdr

c: Mr. Keith DuBose, PECI
Mr. Tray Hunter, PECI



THOMAS & HUTTON ENGINEERING CO.

50 PARK OF COMMERCE WAY

POST OFFICE BOX 2727

SAVANNAH, GEORGIA 31402-2727

TELEPHONE (912) 234-5300

FAX (912) 234-2950

March 19, 2009

Mr. Kenneth L. Ackerman, III
South Carolina Electric and Gas Company
81 May River Road
Bluffton, SC 29910

Re: Good Hope
Planned Development District and
Concept Plan
Intent to Serve Request -- Electric and Gas

Dear Mr. Ackerman:

Please find attached the Good Hope Concept Plan. Good Hope is comprised of five parcels totaling approximately 15,991 acres. Parcel A, commonly known as Good Hope Plantation is legally owned by Good Hope Corporation. Parcel B and Parcel D are legally owned by Coles Island, LCC. Parcel C is legally owned by Lawrence B. Van Ingen III, Anne H. Van Ingen, May Van Ingen Courtemanche, Evelyn Van Ingen Fell, Herbert P. Van Ingen, Serena McCallum, Harriet Love, William B. Van Ingen and Edie Crawford as legal co-owners (Coles Island Co-Owners). Parcel E is legally owned by the Gillean Corp.

The project proposes a base density of approximately 3,000 residential dwelling units and village commercial to support the residential dwelling unit. A Highway Commercial land use is also proposed and consists of approximately 1,200 residential units and 6,300,000 square feet of commercial uses.

We request that you review the enclosed documents and exhibits and issue a letter of intent to serve electric and gas utilities at your earliest convenience.

Thank you for your attention to this project. Please call our office at (912) 234-5300 with any questions or concerns.

Sincerely,

THOMAS & HUTTON ENGINEERING, CO.



Kevin M. Smith, P.E.

KMS/cts
Enclosures



Customer Service Engineering - 81 May River Road, Bluffton, SC 29910

March 30, 2009

Mr. Kevin M. Smith, P. E.
Thomas & Hutton Engineering Co.
Post Office Box 2727
Savannah, GA 31402-2727

Re: Good Hope Planned Development
District and Concept Plan

Dear Mr. Smith:

I am pleased to inform you that South Carolina Electric & Gas Company (SCE&G) will be able to provide electric and gas service to the above referenced development. Electric and gas service can be provided in accordance with SCE&G's General Terms and Conditions, other documents on file with the South Carolina Public Service Commission, and the company's standard operating policies and procedures.

In order to begin the design process for the project, the following information will need to be provided:

- 1.) **Finalized and approved detailed site plan (hard copy and electronic AutoCAD file) showing barricade plan, all "wet" utilities, buffer zones, and any existing or additional easements. These plans must be received by SCE&G at least two months prior to the issuing of electric design and conduit plans.**
- 2.) **Approved lot numbers and premise addresses including street names for the development.**
- 3.) **Copy of Army Corps of Engineers approved wetlands delineation letter including referenced site map, or letter from Army Corps of Engineers stating no wetlands exist on site.**
- 4.) **All electric load/voltage and gas load information.**
- 5.) **Anticipated timeline for each phase of the development.**
- 6.) **A signed copy of this letter acknowledging its receipt and responsibility for its contents and the contents of its enclosures.**

For more information or questions, contact me by phone at (843)815-8831 or by email at kackerman@scana.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth L. Ackerman, III".
Kenneth L. Ackerman, III
Account Manager - Projects

AUTHORIZED SIGNATURE: _____ DATE: _____

TITLE: _____ PHONE: _____

EXHIBIT G

EMBARQ, Inc. Intent to Serve Letter

THOMAS & HUTTON ENGINEERING CO.

50 PARK OF COMMERCE WAY

POST OFFICE BOX 2727

SAVANNAH, GEORGIA 31402-2727

TELEPHONE (912) 234-5300

FAX (912) 234-2980

March 19, 2009

Embarq Telephone
Attn: Mr. David Smith
Post Office Box 1659
Beaufort, SC 29901

Re: Good Hope
Planned Development District and
Concept Plan
Intent to Serve Request - Telephone

Dear Mr. Smith:

Please find attached the Good Hope Concept Plan. Good Hope is comprised of five parcels totaling approximately 15,991 acres. Parcel A, commonly known as Good Hope Plantation is legally owned by Good Hope Corporation. Parcel B and Parcel D are legally owned by Coles Island, LCC. Parcel C is legally owned by Lawrence B. Van Ingen III, Anne H. Van Ingen, May Van Ingen Courtemanche, Evelyn Van Ingen Fell, Herbert P. Van Ingen, Serena McCallum, Harriet Love, William B. Van Ingen and Edie Crawford as legal co-owners (Coles Island Co-Owners). Parcel E is legally owned by the Gillean Corporation.

The project proposes a base density of approximately 3,000 residential dwelling units and village commercial to support the residential dwelling unit. A Highway Commercial land use is also proposed and consists of approximately 1,200 residential units and 6,300,000 square feet of commercial uses.

We respectfully request that you review the enclosed documents and exhibits and issue a letter of intent to serve telephone utilities at your earliest convenience.

Thank you for your attention to this project. Please call our office at (912) 234-5300 with any questions or concerns.

Sincerely,

THOMAS & HUTTON ENGINEERING, CO.



Kevin M. Smith, P.E.

KMS/ks
Enclosures

EXHIBIT H

2005 Town of Ridgeland Zoning Ordinance and Land Use Regulations ("TRZO")

THE TOWN OF RIDGELAND ZONING ORDINANCE AND LAND DEVELOPMENT REGULATIONS

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THE RIDGELAND ZONING ORDINANCE AND LAND DEVELOPMENT REGULATIONS

ARTICLE 1-- GENERAL

Section 1.1 AUTHORITY AND ENACTMENT CLAUSE

Pursuant to the authority conferred by the General Statutes of South Carolina Code Section 6-29-710, as amended, and for promoting health, safety or general welfare of the community; lessening congestion in the streets; securing safety from fire; providing adequate light and air; preventing the overcrowding of land; protecting natural drainage; lessening danger from flooding; avoiding undue concentration of population; and providing for adequate transportation, water, sewerage, schools, parks, and other public improvements; protecting scenic and unique areas, in accordance with the Town of Ridgeland's adopted comprehensive plan, the Town Council of the Town of Ridgeland does ordain and enact into law the following Articles and Sections.

Section 1.2 SHORT TITLE

The Ordinance shall be known and may be cited as *The Town of Ridgeland Zoning Ordinance*.

Section 1.3 CONFLICTS WITH OTHER LAWS

Whenever the regulations of this Ordinance impose more restrictive standards than are required in or under any other statutes, the requirements of this Ordinance shall govern. Whenever the provisions of any other statute require more restrictive standards than are required by this Ordinance, the provisions of such statute shall govern.

Section 1.4 VALIDITY

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court or competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Section 1.5 REPEAL OF CONFLICTING ORDINANCES

All ordinances in conflict with this Ordinance are repealed to the extent necessary to give this Ordinance full force and effect.

Section 1.6 DEFINITIONS AND RULES OF CONSTRUCTION

All ordinances and parts of ordinances in conflict with this chapter are repealed to the extent necessary to give this chapter full force and effect.

- A. Except as specifically defined in this section, all words used in this chapter have their customary dictionary definitions.
- B. Words used in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular.

- C. The word "shall" is always mandatory.
- D. The word "may" is permissive.
- E. The word "lot" includes the words "plot" and "parcel."
- F. The word "structure" includes the word "building."
- G. The word "person" includes a firm, association, organization, partnership, trust, company or corporation as well as an individual.
- H. The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended arranged, or designed to be used or occupied."
- I. The word "map" or "zoning map" shall mean the official zoning map of the city and may include a series of maps in Atlas form.
- J. The term "Planning Commission" refers to the Ridgeland Planning Commission.
- K. The terms "Council," "Town Council," or Mayor and Council" refer to the legally constituted and elected governing body of the Town of Ridgeland.
- L. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicated a different meaning:

Access The right and or ability of pedestrians and vehicles to enter and leave property.

Accessory Dwelling

Unit/Dependency	A second dwelling unit either added to or in a single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete, independent living facility. The accessory dwelling unit can also be located on the second floor of retail or office building.
Accessory Use	A use of a structure subordinate to the principal use of the structure on a lot used for purposes customarily incidental to the main or principal use of the structure and located on the same lot.
Agricultural Use	The use of land or property to raise, harvest or store crops, feed, breed, or manage livestock, or to produce plants, trees, fowl or animals, including the preparation of the products raised thereon and disposed of by marketing or other means.
Alley	A secondary street or roadway which affords access to the side or rear of abutting property. It may be a public or private right-of-way or easement which is less than thirty (30) feet in width and runs between two or more lots or on a single lot, providing primary or secondary vehicular access to the properties which abut it.
Alteration of Building	Any changes in the supporting members of a building such as bearing wall, columns or girders, any addition or reduction to a building, any change in use, or any relocation of a building from one (1) location or position to another.
Amusement Center	A business operating one (1) or more pool tables or a business operating three (3) or more video games, pinball machines or similar devices.
Automobile Service	

Station Buildings and premises on any parcel or lot where gasoline, oils and greases, batteries, tires and automobile accessories may be supplied and dispensed at retail (or in connection with a private operation) where no part of the premises is used for the storage of dismantled or wrecked vehicle parts, and permitting the sale of cold drinks and packaged goods as accessory only to the principal operation

Bed and Breakfast

Inn A secondary use of a single family residence where guest lodging is offered for compensation. No more than nine (9) sleeping rooms may be made available for this purpose. A bed and breakfast inn may offer a morning meal for overnight guests only.

Boarding, Lodging A structure, including a mobile home, where lodging, with or without
Or Rooming House meals, is provided for compensation, as an accessory use to the principal use of single family occupancy by a permanent resident. Rooms are assigned but shall not, individually or collectively, constitute separate dwelling units; those rooms shall not have separate cooking units.

Buffers A piece of land of specific width, free from man made structures (including driveways and parking areas), permanently set aside by the owner and his assigns and planted in trees and/or shrubs of density sufficient to provide contiguous properties with a measure of privacy. These trees and shrubs may be used in combination with structures (wall, fences, and screens) which serve to minimize or eliminate conflicts between contiguous uses of land.

Buffer, Landscaped A strip of required yard space adjacent to the boundary of a property or district which is to be landscaped for its full width, in grass or other plant materials, and on which is placed a screen of sufficient width and height to render it visually solid for the length of the developed portion of the property. The required screen is to be permanently maintained and shall

be composed of either compact or dense evergreen plant materials, an appropriate wall or fence, or a combination of fence and plant material.

- Building** Any structure having a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any person, process, equipment, or goods.
- Building Alteration** Any change in the supporting members of a building (such as bearing walls, columns, or girders), any addition or reduction to a building; any change in use, any increase in use intensity, or any relocation of a building from one (1) location or position to another.
- Building Height** The vertical distance from the average grade of a structure at ground level to the top of the highest roof beam of the roof, provided that chimneys, spires and other permitted appendages not be included in the height measurement.
- Building Line** A line which represents the distance that a building or structure must be set back from a lot boundary line or street right-of-way line according to the terms of this ordinance. In all cases, the building lines of a lot shall be determined to run parallel to right-of-way lines and lot boundary lines.
- Conditional Use** A use that would not be appropriate generally or without restriction throughout a zoning district but which, if controlled as to number, area, location or relation to the neighborhood, would not be injurious to the public, health, safety, welfare, morals, order, comfort, convenience, appearance or general welfare. Such uses may be permitted in listed zoning districts upon appeal, if conditional use permits are granted by the Board of Adjustment.
- Density** The number of dwelling units per acre of land developed or used for residential purposes. Unless otherwise stated in this Ordinance, density requirements are expressed in units per gross acre.

Detention	The collection and storage of surface water for subsequently controlled discharge at a rate which is less than the rate of inflow.
Development	The word "development" shall mean, except where the context otherwise requires and in the absence of a more limiting provision, the performance of any building or mining operation, the making of any material change in the use of any structure or land, or the division of land into two (2) or more parcels, lots, building sites or building units.
District	The term applied to various geographical areas of the Town of Ridgeland for purposes of interpreting the provisions of this ordinance. The Districts are designated with the use of symbols on the Official Zoning Map. Regulations controlling land use in the various districts within the Town are set forth in Article 5 of this ordinance. The terms "district" and "zoning district" are synonymous and are used interchangeably throughout this Ordinance.
Drainage Basin	A drainage area or watershed contributing to the flow of water in a receiving body of water.
Drainage Facility	Any component of the drainage system.
Dwelling	A building or portion of a building arranged or designed to provide living quarters for one (1) family. The terms "dwelling" and "residence" shall be interchangeable.
Dwelling Types:	<i>Attached.</i> A dwelling in a group of two (2) or three (3) dwellings having a common party wall with one (1) or more dwellings, or a dwelling having a common party wall with a nonresidential structure.

Detached. A dwelling with no common party walls with another dwelling or structure.

Multi-family. A building or series of buildings on the same lot or portion thereof, used or designed and rented as swellings for three (3) or more families living independently of each other, with the number of families in residence not exceeding the number of dwelling units provided.

Semi-detached. A dwelling which appears visually contiguous with one (1) or more dwellings but which technically has no common party walls with other dwellings.

Two- or three-family dwelling. An attached or semi-detached dwelling designed for or occupied by two (2) or three (3) families in separate dwelling units living independently of each other.

Dwelling Unit	A dwelling unit is a single unit providing complete independent living facilities for one (1) or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.
Easement	An interest in land of another that entitles the holder to a specified limited use.
Existing grade	The existing or natural slope of land expressed in terms of vertical drop per horizontal distance of land.
Family	One (1) or more persons living together as a housekeeping unit in a dwelling unit.

Farm	Any tract of real property which is principally used to raise, harvest or store crops, feed, breed or manage livestock or to produce plants, trees, fowl or animals, including agriculture operations, useful to man including the preparation of the products raised thereon for man's use and disposed of by marketing or other means, including agriculture.
Finished Grade	The resultant slope of land following alteration as part of a development activity expressed in terms of vertical drop per horizontal of lands, streets, embankment, etc.
Flood	A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters.
Floodplain	Land, typically adjacent to a body of water, with an elevation at or below the base elevation of the 100 year flood frequency.
Freestanding Sign	A detached sign which shall include any sign supported by uprights or braces placed upon or in or supported by the ground and not attached to any building.
Garage, private	An accessory building or portion of a principal building used only for the private storage of motor vehicles as an accessory use.
Garage, public	Any garage other than a private garage which is used for storage, minor repair, rental, servicing, washing, adjusting or equipping of automobiles or other vehicles.
Garage, repair	A building and premises designed or used for repairing motor vehicles, provided that body work and painting shall be conducted within fully enclosed buildings, and provided further that self-propelled vehicles in the process of repair shall be stored in a fully enclosed and secluded area.

Grade	The slope expressed in terms of vertical drop per horizontal distance of land, streets, embankment, etc.
Gross acre	All land under title or ownership and recorded with the property deed.
Gross Floor Space	The foot print of the space times the number of floors.
Habitable Space	Space in a structure for living, sleeping, eating or cooking. Maintenance or utility space, parking garages and similar areas are not considered as habitable space.
Home Occupation	An occupation, profession, activity, or use that is clearly a customary, incidental, and secondary use of a residential dwelling unit and which does not alter the exterior of the property or affect the residential character of the neighborhood.
Impervious Surface	A surface which has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes, but is not limited to, surfaces such as compacted clay, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots, patios, swimming pool decks and other similar structures.
Improvement	The construction of buildings and the establishment of basic services and amenities associated with the development activity including, but not limited to, streets and sidewalks, parking areas, water and sewer systems, drainage system, property markers and monuments, recreational facilities, (i.e., lakes, swimming pools, tennis courts, golf courses, riding stables, club houses, cabanas, marinas, docks, etc.)
Interior Apartment Dwelling	
	Any dwelling which is constructed within or is otherwise attached to a dwelling or other nonresidential structure.

Inverted Crown	A road or street cross where the center of the road or street profile is lower than the edges of the profile to allow for storm water to drain toward the center of the road or street for removal through a storm water drainage system.
Landscape Plan	The landscape plan is a detailed map which, at a minimum, illustrates the location, type and quantity of required landscaping.
Lined Channels	The use of plastics, concrete, stone, asphalt or similar material to define a drainage channel.
Loading Space, Off-Street	Space logically and conveniently located for pickups and deliveries off public right-of-way, scaled to delivery vehicles expected to be used, and accessible to such vehicles.
Local Fire Official	The duly appointed or employed Fire Chief of a County, municipal, public service district or special tax district fire protection service agency or department, of other designated individual.
Lot	An area designated as a separate and distinct parcel of land on a legally recorded subdivision plot or in a legally recorded deed as filed in the official records of the county. The terms "lot," "plot," "lot of record," "property" and "tract," whenever used in this chapter, are interchangeable.
Lot, corner	A lot located at the intersection of two (2) or more streets.
Lot, double frontage	

A lot which has frontage on more than one (1) street: provide, however that no corner lot shall qualify as a double frontage lot unless the corner lot has frontage on three (3) or more streets.

Lot, Substandard Where the owner of a lot at the time of the adoption of the zoning ordinance does not own sufficient land to enable him/her to conform to the dimensional requirements of this chapter, such lot may nonetheless be used as a building site, provided that the lot requirements are not reduced below the minimum specified in the zoning ordinance.

Lot Width The distance between side lot lines measured at the front building line.

Material As contained herein, shall be construed to mean objective, substantive, tangible and consequential.

Mining The act or process of digging, excavating or tunneling for the purpose of removing some natural material, for sale or trade.

Manufactured

Home Any structure designed primarily for residential occupancy which is wholly or in substantial part made, fabricated, formed or assembled in off-site manufacturing facilities in conformance with the United States Department of Housing and Urban Development minimum property standards and local building codes, for installation, or assembly and installation, on the building site.

Mobile Home

Dwelling A single-family or multifamily dwelling unit, or unit used for business, designed or built to be towed on it own chassis, suitable for year-round occupancy, placed on a foundation so as to be substantially affixed to the site, and connected to a water supply, waste disposal system or electrical supply similar to immobile housing or immobile business structures.

Mobile Home Park	A parcel of land which has been planned and improved for the placement of five (5) or more mobile homes. A conditional use permit shall be required for the establishment of a mobile home park.
Modular Dwelling	A one-family detached dwelling made of prefabricated materials or parts which is designed to be constructed onto a permanent foundation.
Motel	A building in which lodging is provided and offered to the public for compensation, which is open to transient or permanent guests. The word "motel" includes the term "hotel."
Natural Water body	Any natural pond, lake, channel, wetland, marsh, creek, sound or ocean which ordinarily or intermittently contains water and which has a discernible shoreline.
Nonconforming Use	A use of land, building or structure lawfully existing at the time this ordinance or subsequent amendment hereto became effective, which does not conform to the use requirements of the district in which it is located.
Nuisance	Any activity which is judged by the Town Council or the appropriate agency thereto, to emit noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation, or other injurious or noxious conditions beyond the premises of such activity, or which poses a documented threat to water or wetlands, or essentially interferes with the comfortable enjoyment of life or property by the public or community, within the town limits of the Town of Ridgeland.
One Hundred Year	
Flood	The flood or level of flood water measured from mean sea level that has a one (1) percent chance of being equaled or exceeded in any given year.

On site	On or within the area contained in the development permit application or within other areas which, pursuant to this ordinance may be included in defining the site's said referenced purpose.
Open space	Land area not covered by buildings, parking areas or other accessory structures. Open space does not include utility easements, street right-of-way, drain ditches and similar structures.
Owner	An owner of property or the authorized agent of an owner.
Parcel	A defined area or piece of land, the term itself not importing any precise dimension.
Parking Lot	Any public or private open area used for the express purpose of parking automobiles and other vehicles.
Parking, off-street	The storage space for one (1) automobile of not less than nine (9) feet by twenty (20) feet, plus the necessary access space, and located outside the dedicated street right-of way, other than handicapped spaces.
Parking Space	A space provided within any public or private open area used for the express purpose of parking automobiles or other vehicles, of not less than eight feet (8') by eighteen feet (18').
Person	Every natural person, firm, partnership, association, social or fraternal organization, corporation, trust, estate, receiver, syndicate, branch of government or any group or combination acting as a unit.
Planned Unit	

Development (PUD) A tract of land master planned or developed in phases and consisting of several different types and densities of land use.

Pre-development

Conditions Those conditions which existed before alteration, resulting from human activity, of the natural topography, vegetation and rate, volume or direction of surface or ground water flow as indicated by the best available historical data.

Premises A lot or other tract of land including the buildings or structures thereon.

Property An area designated as a separate and distinct parcel of land on a legally recorded subdivision plat or in a legally recorded deed as filed in the official records of the County.

Quasi-public Commissions, boards, authorities, public service districts created by local or state legislation to serve a limited and specific public purpose.

Receiving Waters Any water bodies, watercourses, or wetlands into which surface waters flow either naturally, in man-made ditches, or in a closed conduit system.

Residential Use Any use occurring within a building or portion of a building to provide living quarters for one (1) or more families.

Retention The collection and storage of runoff without subsequent discharge to surface waters.

Right-of-Way Land subject to use as a street, alley or cross walk, or for drainage or other public purposes.

Setback	A required yard between a street right-of-way or lot line and the principal building on a lot. Parking is permitted in setback areas.
Sediment	Fine particulate material, whether mineral or organic, that is temporarily in suspension or has settled in a water body.
Shingle Sign	A display sign which is attached directly to any building wall and which extends more than twelve (12) inches from the face of the wall.
Sign	Any form of publicity which is visible from any public way, directing attention to an individual, business, commodity, service, activity, or product, by means of words, lettering, parts of letters, figures, numerals, phrases, sentences or emblems.
Single Family	
Dwellings	A one-family detached dwelling other than a mobile home designed for or occupied by one (1) family.
Site	A space or piece of ground occupied or planned for occupation by structures or a set of structures and support improvements.
Special Use	A use of property under the zoning ordinance subject to special provisions due to its unique characteristics.
Street, collector	A public or private way designed primarily to contact residential service streets with arterial streets or to provide a direct connection between two (2) arterial streets and may be expected to carry a significant volume of traffic having neither origin nor destination on the street.
Street, local	A public or private way used primarily for providing direct access to abutting property.

Street, private	A right-of-way which has not been dedicated or publicly accepted by the County.
Street, public	A dedicated public right-of-way which affords means of access to abutting property and which has been accepted for maintenance by the County or the State Highway Department. For the purposes of these regulations, the term street or streets shall also mean avenues, boulevards, roads, lanes and other public ways.
Structure	Anything constructed, erected or established including, but not limited to the following: Buildings, signs, seawalls, mobile homes, fences, screen enclosures and patio walls.
Subdivision	The term "subdivision" shall mean all divisions of a tract or parcel of land into two (2) or more lots, building units or other division, for the purpose, whether immediate or future, of sale, legacy, transfer or resale and involves all division of land involving a new street or change in existing streets, and includes the act of re-subdividing previously subdivided property.
Tandem Parking	An arrangement for parking two (2) vehicles in a straight line (bumper to bumper) in which ingress and egress to the space is provided at only one end so that the second vehicle parked blocks the exit way of the first.
Tract	A defined area or piece of land, the term itself not importing any precise dimension.

Tree	Any self-supporting woody perennial plant which has a diameter of six (6) inches or larger, measured at a height of fifty-four (54) inches. Live Oak, Dogwood, and Magnolia trees shall be designated a tree when they have a diameter of two (2) inches or larger at a height of fifty-four (54) inches.
Use	The purpose or activity for which the land or building thereon is designed, arranged or intended or for which it is occupied and maintained.
Utility, private	Any privately owned company or corporation which provides the general public or residents within a private development with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection or other services.
Utility, public	Any agency which, under public franchise or ownership provides the general public with electricity, gas, heat, steam, communication rail transportation, water, sewage collection or other services.
Variance	A departure from the strict terms or expressed provisions of this Ordinance granted by the Zoning Board of Appeals under the conditions of this Ordinance.
Vegetation	All plant growth, especially trees, shrubs vines, ferns, mosses and grasses.
Visual Screen	A visually solid device which effectively blocks the view of the object or objects required to be screened.
Wall sign	Any sign erected against the wall of any building, or displayed on windows or doors, or displayed with the exposed face thereof in a plane parallel to the face of said wall, window or door and which sign is

mounted at a distance measured perpendicular to said wall not greater than twelve inches (12").

Water body,

man-made

Any man-made pond, lake, lagoon channel, wetland, marina, or basin which ordinarily or intermittently contains water and which has a discernible shoreline.

Water body,

natural

A natural pond, lake, channel, wetland, marsh, creek), sound, or ocean which ordinarily or intermittently contains water and which has a discernible shoreline.

Wetlands

Any salt, brackish or fresh water marsh, bog, swamp, meadow, flat or other area subject to flooding or tidal flow, as defined by the US Article 10.2.1

Yard

The space between a principal building on a lot and each lot line or street right-of-way bordering the lot.

Zoning District

See definition of "district."

Section 1.7 EFFECTIVE DATE This Ordinance shall take effect and be in force from and after the date of its adoption.

ARTICLE II. ADMINISTRATION, ENFORCEMENT, AND APPEALS

Section 2.1 PLANNING COMMISSION

2.1.1 Membership of the Ridgeland Planning Commission shall be as follows:

- A. The Commission shall be composed of five (5) citizens of the Town of Ridgeland.
- B. All members shall be appointed to three year staggered terms by the Town Council, and after that time until their successors are appointed.
- C. A vacancy in the membership must be filled for the unexpired term by appointment of Town Council.
- D. The Town Council may remove any member of the Commission for cause. The existence of cause shall be discussed by the Council in executive session as permitted by the Freedom of Information Act, SC Code §30-4-70 (a) (1), and the determination of removal shall be by vote in public session declaring a vacancy in the position without a statement of cause. Any fact, which in the discretion of the Council, is deemed to adversely affect the public interest, including lack of attendance at meetings, may constitute cause.
- E. None of the members shall hold any elected public office or position in the Town of Ridgeland or Jasper County.

2.1.2 Procedures of the Ridgeland Planning Commission shall be as follows:

- A. The Commission shall elect one of its members chairman, who shall serve for two years or until (s)he is re-elected or his successor is elected and qualified.
- B. The Commission shall appoint a secretary who may be an officer of the Town.
- C. The Commission shall adopt rules of procedure in accordance with the provisions of this Ordinance.
- D. Meetings of the Commission must be held at least once per month, unless there is no business before it.

- E. Meetings may be held at the call of the chairman and at such other times as the Commission may determine.
- F. Public notice of all meetings of the Commission shall be provided to interested citizens.
- G. The Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the Commission and must be a public record.

2.1.3 Functions, powers, and duties of the Ridgeland Planning Commission shall be as follows:

- A. The Commission prepares and periodically revises the Town of Ridgeland Comprehensive Plan, as well as all development plans and programs for the Town and all implementation measures required to carry out the goals of the Comprehensive Plan, including:
- B. Zoning ordinances.
- C. Subdivision regulations.
- D. *The Official Zoning Map.*
- E. Ordinances to protect and preserve the Town's appearance and resources, such as landscaping and historic preservation ordinances.
- F. The Commission may prepare and recommend revised zoning ordinances or amendments to the Ordinance to the Town Council and review and make recommendations concerning amendments to the zoning ordinance.
- G. Because the Commission originally determined the uses to be permitted within each zoning district, the Commission also has the responsibility to make determinations of similarity of use for conformance with the Ordinance.

H. The Commission may delegate approvals of similarity of use to the Town Administrator.

I. Denials of similarity can only be made by the Planning Commission and are to be sent to the Town Council for concurrence.

J. The Commission administers land development regulations and landscaping, highway corridor overlay, historic district and other similar regulations, as applicable under this Ordinance and amendments.

K. The Commission must catalog public improvements needed in the Town, place them in a logical chronological order, and rank them. An annual list of priority projects should be forwarded to the Town Council.

L. All requests for variances shall be forwarded to the Board of Zoning Appeals.

Section 2.2 Architectural Review Board

2.2.1 Creation . An Architectural Review Board is hereby established, pursuant to Section 6-29-870 of the South Carolina Code of Laws, 1994, as amended: "A local government which enacts a zoning ordinance which makes specific provision for the preservation and protection of historic and architecturally valuable districts and neighborhoods or significant or natural scenic areas, or protects or provides, or both, for the unique, special, or desired character of a defined district, corridor, or development area or any combination of it, by means of restriction and conditions governing the right to erect, demolish, remove in whole or in part, or alter the exterior appearance of all buildings or structures within the areas, may provide for appointment of a board of architectural review or similar body. "

2.2.2 Purpose and Jurisdiction. The Architectural Review Board shall review and approve new construction and changes to the exterior of any structure located within the existing boundaries of the Town of Ridgeland within the context of the Zoning Ordinance.

2.2.3 Membership and Terms

A. Number, Composition. The Architectural Review Board shall consist of five members with an interest, competence or knowledge in urban design and architecture. Two members shall, to the extent that such is available

in the community, be professionals in the disciplines of architecture, landscape architecture, urban planning or related disciplines.

- B. Terms, Appointment. All members shall be appointed by the Town Council for terms of two years.
- C. Vacancies. Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment.
- D. Removal. The Town Council may remove any member for cause by majority vote of the Council.

2.2.4 Procedures of the Ridgeland Architectural Review Board shall be as follows:

- A. The Board shall elect one of its members chairman, who shall serve for two years or until (s)he is re-elected or his/her successor is elected and qualified.
- B. The Board shall appoint a secretary who may be an officer of the Town.
- C. The Board shall adopt rules of procedure in accordance with the provisions of this Ordinance.
- D. Meetings may be held at the call of the chairman and at such other times as the Board determine.
- E. Public notice of all meetings of the Board shall be provided to interested citizens.
- F. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the Town office and must be a public record.

2.2.5 Functions, Powers, and Duties. It shall be the function of the Architectural Review Board to pass upon the appropriateness of altering, constructing or

demolishing any building or structure within the Central Business District and the two overlay districts of the Town of Ridgeland in accordance with the provisions of the Town's Zoning Ordinance and Design Guidelines (to be prepared in FY 2006).

Section 2.3 TOWN ADMINISTRATOR

2.3.1 It shall be the duty of the Town Administrator to administer and enforce the provisions of this Ordinance.

2.3.2 Powers and duties of the Town Administrator include the following.

- A. Interpreting zoning ordinance provisions and land development regulations and approving/disapproving subdivisions of land, certificates of zoning compliance, temporary certificates of zoning compliance, sign permits, and conditional uses.
- B. Administering permits and fee collection.
- C. Processing applications to the Planning Commission for rezonings.
- D. Processing applications to the Board of Zoning Appeals for variances and special exceptions.
- E. Maintaining the *Official Zoning Map* and public records related to zoning.
- F. Investigating and resolving complaints.
- G. Enforcing the zoning ordinance and land development regulations.
- H. Other duties assigned by Ordinance or Town Council.

2.3.3 Appeals from decisions of the Town Administrator shall be referred to the Board of Zoning Appeals.

Section 2.4 THE BOARD OF ZONING APPEALS

2.4.1 Membership of the Board shall be as follows:

- A. The Board shall be composed five (5) persons who are citizens of Ridgeland.
- B. All members shall be appointed to staggered terms of three years by the Town Council, and after that time until their successors are appointed.
- C. A vacancy in the membership must be filled for the unexpired term by appointment of Town Council.
- D. The Town may remove any member of the Board for cause. The existence of cause shall be discussed by the Council in executive session as permitted by the Freedom of Information Act, SC Code §30-4-70 (a) (1), and the determination of removal shall be by vote in public session declaring a vacancy in the position without a statement of cause. Any fact, which in the discretion of the Council, is deemed to adversely affect the public interest, including lack of attendance at meetings, may constitute cause.
- E. None of the members shall hold any elected public office or position in the Town or Jasper County.

2.4.2 Procedures of the Board of Zoning Appeals shall be as follows:

- A. The Board shall elect one of its members chairman, who shall serve for one year or until (s)he is re-elected or his successor is elected and qualified. The Board shall appoint a secretary who may be an officer of the Town.
- B. The Board shall adopt rules of procedure in accordance with the provisions of this ordinance.
- C. Meetings of the Board must be held at the call of the chairman and at such other times as the Board may determine. Public notice of all meetings of the Board of Appeals shall be provided by publication in a newspaper of general

circulation in the municipality or county.

- D. In cases involving variances or special exceptions 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.
- E. The chairman or, in his or her absence, the acting chairman, may administer oaths and compel the attendance of witnesses by subpoena.
- F. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the Board and must be a public record.

2.4.3 Powers of the Board of Zoning Appeals shall be as follows:

- A. The Board of Zoning Appeals shall function in strict accordance with and pursuant to this Ordinance and shall have the following powers:
 - 1. To hear and decide appeals where it is alleged there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the zoning ordinance.
 - 2. To hear and decide appeals for variance from the requirements of the zoning ordinance when strict application of the provisions of the ordinance would result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the Board makes and explains in writing the following findings:
 - a. There are extraordinary and exceptional conditions pertaining to the particular piece of property;
 - b. These conditions do not generally apply to other property in the vicinity;
 - c. Because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the

utilization of the property; and

- d. 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.
 - i. The Board may not grant a variance the effect of which would be to allow the establishment of a use not otherwise permitted in a zoning district, to extend physically a non-conforming use of land, or to change the zoning district boundaries shown on the official zoning map. The fact that property may be utilized more profitably, should a variance be granted, may not be considered grounds for a variance. Other requirements are prescribed by this zoning ordinance.
 - ii. The Town by ordinance may permit or preclude the granting of a variance for a use of land, a building, or a structure that is prohibited in a given district, and if it does permit such a variance, it may require the affirmative vote of two-thirds of the Board members present and voting. Notwithstanding any other provision of this section, the Town may overrule the decision of the Board concerning a use variance.
 - iii. In granting a variance, the Board may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the Board may consider advisable to protect established property values in the surrounding area, or to promote the public health, safety, or general welfare;
3. To permit uses by special exception subject to the terms and conditions for the uses set forth for such uses in the zoning ordinance; and

4. Appeals to the Board may be taken by any person aggrieved or by any officer, department, Board, or bureau of the Town or County. The appeal must be taken within thirty days of the date the appealing party has received actual notice of the action from which the appeal is taken by filing with the officer from whom the appeal is taken and with the Board of appeals notice of appeal specifying the grounds of it. The officer from whom the appeal is taken immediately shall transmit to the Board all the papers constituting the record upon which the action appealed from was taken.
-
- B. An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board, after the notice of appeal has been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In that case, proceedings may not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application, on notice to the officer from whom the appeal is taken, and on due cause shown.
 - C. The Board shall fix a reasonable time for the hearing of the appeal or other matter referred to it, and give at least fifteen days' public notice of it in a newspaper of general circulation in the community, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person or by agent or by attorney.
 - D. In exercising the above power, the Board of appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken and may issue or direct the issuance of a permit. The Board in the execution of the duties specified in this chapter may subpoena witnesses and in case of contempt may certify this fact to the Jasper County circuit court.
 - E. All final decisions and orders of the Board must be in writing and be permanently filed in the office of the Board as a 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.

- 2.4.4 **Contempt and Penalty.** In case of contempt by a party, witness, or other person before the Board of Zoning Appeals, the Board may certify this fact to the circuit court of the county in which the contempt occurs and the judge of the court, in open court or in chambers, after hearing, may impose a penalty as authorized by law.
- 2.4.5 **Appeal from the Board of Zoning Appeals.** A person who may have a substantial interest in any decision of the Board of appeals or an officer or agent of the appropriate governing authority may appeal from a decision of the Board to the circuit court in and for the County by filing with the Clerk of the Court a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal must be filed within thirty days after the decision of the Board is mailed.
- 2.4.6 **Notice of Appeal; Transcript; and Supersedeas.**
- A. Upon the filing of the appeal, the clerk of the circuit court shall give immediate notice of it to the secretary of the Board and within thirty days from the time of the notice the Board shall file with the clerk a certified copy of the proceedings held before the Board of appeals, including a transcript of the evidence heard before it, if any, and the decision of the Board including its findings of fact and conclusions.
 - B. The filing of an appeal in the circuit court from a decision of the Board shall not ipso facto act as a supersedeas, but the judge of the circuit court may in his discretion grant a supersedeas upon such terms and conditions as may seem reasonable and proper.
- 2.4.7 **Determination of Appeal.** At the next term of the circuit court or in chambers, upon ten days' notice to the parties, the presiding judge of the circuit court of the county shall proceed to hear and pass upon the appeal on the certified record of the Board proceedings. The findings of fact by the Board of Zoning Appeals shall be treated in the same manner as a finding of fact by a jury, and the court may not take additional evidence. In the event the judge determines that the certified record is insufficient for review, the matter may be remanded to the Board of Zoning Appeals for rehearing. In determining the questions presented by the appeal, the court shall determine only whether the decision of the Board is correct as a matter of law.

2.4.8 **Determination of Appeal Costs.** In the event that the decision of the Board is reversed by the circuit court, the Board is charged with the costs, and the costs must be paid by the governing authority, which established the Board of Zoning Appeals.

2.4.9 **Appeal to the Supreme Court.** A party in interest who is aggrieved by the judgment rendered by the circuit court upon the appeal may appeal in the same manner as provided by law for appeals from other judgments of the circuit court in law cases.

Section 2.5 VIOLATION OF ORDINANCE

2.5.1 Any person violating any provision of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined as determined by the court for each offense. Each day a violation continues shall constitute a separate offense.

2.5.2 If the Town Administrator shall find that any of the provisions of this Ordinance are being violated, (s)he shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. (S)he shall order discontinuance of illegal use of land, buildings or structures; removal of illegal buildings or structures or of illegal additions, alterations or structural changes; and discontinuance of any illegal work being done; or shall take any other action authorized by this ordinance to ensure compliance with or to prevent violation of its provisions.

2.5.3 Any person may file a written complaint whenever a violation of this Ordinance occurs or is alleged to have occurred. Such complaint, stating fully the causes and basis thereof, shall be filed with the Town Administrator. (S)he shall properly record such complaint, immediately investigate, and take action as provided by this Ordinance.

2.5.4 The Town Administrator shall deny a certificate of zoning compliance or permit for any use or work that fails to comply with this Ordinance. The Town Administrator

and/or any other appropriate Town official shall withhold all other Town permits for work that violates this Ordinance.

2.5.5 The Town Administrator is authorized to issue a stop work order requiring work to cease until specified code violations are corrected. Failure to comply with a stop work order of the Town Administrator is a misdemeanor punishable under the general penalty provisions of the code.

2.5.6 Nothing contained in this Section shall prevent the Town from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE III . PERMITS, FEES, AND AMENDMENTS

Section 3.1

PERMITS REQUIRED

Under this Ordinance, subdivision of land, construction of new buildings and structures, erection of signs, rezoning requests, and initiation of new uses or changes of use including conditional uses and special exceptions shall require approvals and/or permits. Table 3.1 includes a selection of potential activities with each permit or approval required under this Ordinance. **Additional permits from the Town or other agencies may be required for some activities.**

Table 3.1 Examples of Permits Required

ACTIVITY	PERMIT/ APPROVAL	GRANTOR
Subdivide a lot	- Approved subdivision	Town Administrator
Subdivision requiring roads, water, and/or sewer	- Approved subdivision	Town Administrator
Develop a lot, including grading, water, sewer	- Certificate of zoning compliance	Town Administrator
Construct building or structure	- Certificate of zoning compliance - Certificate of occupancy	Town Administrator
Construction requires variance from existing development standards	- Approval of variance	Board of Zoning Appeals
Operate a temporary activity	- Temporary certificate of zoning compliance	Town Administrator
Initiate a use or change the use of a property	- Certificate of zoning compliance	Town Administrator
Use not permitted under Ordinance	- Amendment to <i>Official Zoning Map</i> (rezoning)	Planning Commission and Council

Use is a conditional use	- Conditional use approval	Town Administrator
Use is a special exception	- Special exception approval	Board of Zoning Appeals

Section 3.2. SUBDIVISION OF LAND

- 3.2.1 Applicants requesting a subdivision of land shall provide the Town Administrator with three (3) copies of the proposed plat drawn to the requirements of the *Minimum Standards Manual for the Practice of Land Surveying in South Carolina*.
- 3.2.2 The Town Administrator shall review the application for compliance with this Ordinance. If the proposed subdivision is found to be in compliance, the Officer will instruct the applicant to prepare a final plat with a surveyor's certification and mark the final plat as approved. If the application is denied or approved conditionally, the reasons for such action shall be conveyed in writing to the applicant and (S)he may submit a revised plat for approval.
- 3.2.3 Applications for any subdivision of land that will necessitate the construction of roads, water or sewer, and other improvements prior to sale, must be accompanied by scale drawings of roads and utilities both existing and proposed, proposed access points to existing roads, existing conditions on the property including wetlands and floodways, existing and proposed buildings and structures, proposed land use(s), and adjacent land uses.
- 3.2.4 No subdivision plat or phase thereof shall be accepted for filing by the Office of the Jasper County Clerk of Court without the approval of the Town Administrator affixed to the plat. Approval for subdivisions described in Section 3.2.3 shall only be given if the proposed improvements have been completed or the developer has posted a Letter of Credit and Agreement.
- 3.2.5 A Letter of Credit and Agreement includes a detailed listing and estimate of cost of all improvements to be installed within a specific development such as roads and utilities. This listing does not include existing improvements. When the itemized estimate is approved by the Town Administrator, the developer presents an irrevocable Letter of Credit for the total of improvements plus twenty-five (25) percent.

3.2.6 Final plat approval allows the applicant to record the plat with the Clerk of Court and to proceed with the sale or transfer of lots.

Section 3.3 CERTIFICATE OF ZONING COMPLIANCE

3.3.1 No land shall be developed or building or other structure erected, constructed, moved, added to, or structurally altered without a certificate of zoning compliance issued by the Town Administrator.

3.3.2 A certificate of zoning compliance is required in advance of the following.

- A. The issuance of a building permit.
- B. Grading or filling a lot.
- C. Changing the use of any part of a structure or lot, including the increase of the number of dwelling units on a lot.
- D. Extension of utilities to a given site.

3.3.3 No certificate of zoning compliance shall be issued by the Town Administrator unless that activity is in conformity with the provisions of this Ordinance, or (s)he receives a variance approval from the Board of Zoning Appeals as provided by this Ordinance.

3.3.4 Applications for certificates of zoning compliance shall be acted upon within ten (10) working days of acceptance. Incomplete applications will not be accepted until complete. Disapprovals shall be accompanied by written explanation of the reasons for denial.

3.3.5 If the work described in any certificate of zoning compliance has not begun within six (6) months from the date of issuance thereof, the permit shall expire and be cancelled by the Town Administrator. Written notice thereof shall be given to the persons affected.

Section 3.4

TEMPORARY CERTIFICATE OF ZONING COMPLIANCE

3.4.1 The Town Administrator is authorized to issue a temporary certificate of zoning compliance for temporary uses, as follows:

- A. Religious meeting in a tent or other temporary structure for a period not to exceed thirty (30) days.
- B. Contractor's office and equipment sheds, in any district, for a period of one (1) year, provided that such office is placed on the property to which it is appurtenant.

3.4.2 The Town Administrator is authorized to issue a temporary certificate of zoning compliance for temporary commercial uses, as follows:

- A. Carnival, circus, or fair, for a period not to exceed twenty-one (21) days, subject to the approval of the Town Council.
- B. Open lot sale of Christmas trees, produce, or other harvested products in any district except residential districts for a period not to exceed forty-five (45) days.
- C. Open lot retail sales in any commercial district for a period not to exceed thirty (30) days, provided that there is an approved permanent commercial activity conducting business on the property to be used by the temporary sales activity. The permanent commercial activity shall also provide in writing its willingness to provide sanitary facilities for the temporary user. The same person(s), company, or organization may only apply for two (2) certificates within one (1) calendar year regardless of location or product/services to be sold.
- D. Real estate sales office, in any district, for a period not to exceed one (1) year, provided no cooking or sleeping accommodations are maintained in the structure.

- E. A manufactured home for business purposes, in GC and HC districts, for a period not to exceed one (1) year. A temporary certificate of zoning compliance issued under this subsection shall be void and such use declared illegal if the foundation of the permanent structure to replace the manufactured home has not been poured or constructed within ninety (90) days of the issuance of the temporary certificate.
- F. Garage sales shall be limited to three (3) consecutive days and shall be limited to three (3) permits per calendar year for any person and/or address.

3.4.3 All temporary certificates of zoning compliance may be renewed subject to the approval of Town Council, provided that it is determined that the use is clearly of a temporary nature, will cause no increased traffic congestion and will not create a nuisance to surrounding uses.

Section 3.5 SIGN PERMITS

- 3.5.1 No sign shall be erected, constructed, moved, added to, or structurally altered without a permit issued by the Town Administrator.
- 3.5.2 No sign permit shall be issued by the Town Administrator unless that sign is in conformity with the provisions of this Ordinance, or (s)he receives a variance approval from the Board of Zoning Appeals as provided by this Ordinance.
- 3.5.3 If the work described in any sign permit has not begun within six (6) months from the date of issuance thereof, the permit shall expire and be cancelled by the Town Administrator. Written notice thereof shall be given to the persons affected.

Section 3.6 CERTIFICATE OF OCCUPANCY

- 3.6.1 It shall be unlawful to use or occupy or to permit the use or occupancy of any building or premises, or both, or parts thereof, created, erected, changed, converted or wholly or partly altered or enlarged in its use or structure, until a certificate of occupancy has been issued by the Town Administrator stating that the proposed use of the building or land conforms to the requirements of this Ordinance and other codes and ordinances adopted by the Town.

- 3.6.2 A temporary certificate of occupancy, valid for a period not exceeding six (6) months, may be issued during the alteration or repair of any building which shall allow partial occupancy of a building provided that conditions and safeguards are provided that will protect the safety of the occupants and the public.

Section 3.7 AMENDMENTS

This Ordinance, including the *Official Zoning Map*, may be amended by the Town Council upon a recommendation of the Planning Commission. A property owner or citizen of the Town of Ridgeland may initiate by the Town Council, the Planning Commission, or a proposed amendment to the Ordinance or the Official Zoning Map.

- 3.7.1 Proposed amendments shall be first presented to the Planning Commission through the office of the Town Administrator.
- 3.7.2 Only the Town Council, Planning Commission, or property owners of a lot or parcel may request an amendment of the *Official Zoning Map*, also referred to as a rezoning, for that lot or parcel.
- 3.7.3 Public notice of the Planning Commission meeting at which the amendment is to be discussed shall be made at least five (5) working days prior to the meeting to allow for public comment. Both the applicant and the public shall be allowed to comment at the meeting.
- 3.7.4 In cases involving rezoning, conspicuous notice shall be posted on the property affected, with at least one (1) such notice being visible from each public road that abuts the property. The applicant may be requested to pay for the costs of these notices.
- 3.7.5 The Planning Commission shall forward its recommendation on the amendment to the Town Council within thirty (30) days of its meeting at which the amendment was approved or disapproved.

3.7.6 Town Council shall conduct a public hearing on the amendment according to lawfully prescribed procedures with a notice of the time and place of the hearing appearing in a newspaper of general circulation within the County at least fifteen (15) days prior to the hearing.

3.7.7 Following final action by the Town Council, any necessary changes shall be made in the *Official Zoning Map*. A written record of the type and date of such change shall be maintained by the Town Clerk. Until such change is made, no action by the Town Council on map amendments to the zoning ordinance shall be considered official, unless the Town Clerk fails to make the change within seven (7) days after formal action by the Town Council. In this event, action by the Town Council shall be considered official seven (7) days after the date of the action even if the Town Clerk has failed to make the appropriate changes.

3.7.8 Application for amendment the *Official Zoning Map* shall not be initiated for the same parcel or parcels of property, or any part thereof more often than once every twelve (12) months.

Section 3.8 APPLICATION FOR PERMITS AND APPROVALS

3.8.1 All applications for certificates of zoning compliance, sign permits, conditional use approvals, amendments (rezoning requests), and review by the Board of Zoning Appeals shall be accompanied by the following, at a minimum.

- A. Copies of the plan(s) in sufficient quantity to provide a copy for each reviewing Officer, Commission, or Board member, as appropriate, plus one (1) copy for archiving. The plans must be drawn to scale, showing, as appropriate for the proposed activity: the actual dimensions and shape of the lot; setback and rights of way lines; the size and location of all buildings and/or structures on and adjacent to the lot; adjacent land use; existing conditions on the lot; the location of all palm and live oak trees with a minimum diameter of six (6) inches or larger, measured at a height of fifty-four (54) inches; and the location and dimensions of the proposed land use, building/structure, alteration, or sign.
- B. A copy of the plat on which the lot is recorded.
- C. A copy of the plan and identification of all trees with a diameter of six (6) inches or larger as measured at fifty-four (54) inches height.

D. The Town Administrator, Planning Commission, Board of Zoning Appeals, or Town Council may request additional information from the applicant. Such additional information may include, but is not limited to, comment from the Historical Society or other Town or State agencies or groups; the number of households or rental units planned; a landscaping plan; a traffic impact study; or any other material as may be necessary to determine conformance with and provide for the enforcement of this Ordinance.

3.8.2 One (1) copy of the approved plan(s) that contains any changes requested by the Town Administrator, Commission, Board, and/or Council shall be returned to the applicant by the Town Administrator. The marked copy shall be signed by the Officer as approved as marked. A written report containing the findings of the Commission, Board, or Council, as appropriate, shall also be given to the applicant. The original marked copy of the plan(s) and all related reports shall be retained by the Town Administrator.

3.8.3 Applications requiring approval of the Planning Commission or Board of Zoning Appeals must be presented at least ten (10) working days before the next regularly scheduled meeting. This will allow time for the public notice required as well as time for review by the Commission or Board. Applications must be considered by the Town Administrator to be complete applications, or the review will be delayed to the next regularly scheduled meeting.

Section 3.9 FEES

3.9.1 The Town of Ridgeland shall institute a fee system to help defray administrative costs and the expenses of legal notices and hearings.

3.9.2 No permit or approval shall be issued until fees have been paid in full, nor shall any action be taken on proceedings before the Planning Commission or Board of Zoning Appeals until applicable fees have been paid in full.

ARTICLE IV. ESTABLISHMENT OF ZONING DISTRICTS AN DEVELOPMENT STANDARDS

Section 4.1 OFFICIAL ZONING MAP

The boundaries of the zoning districts presented in this ordinance are shown on a map entitled *Official Zoning Map, Town of Ridgeland*, which shall be identified by the signature of the Mayor, attested to by the Town Clerk, and bearing the seal of the Town. The *Official Zoning Map* (copy on following page), together with all explanatory text thereon, is hereby adopted by reference and declared to be part of this ordinance.

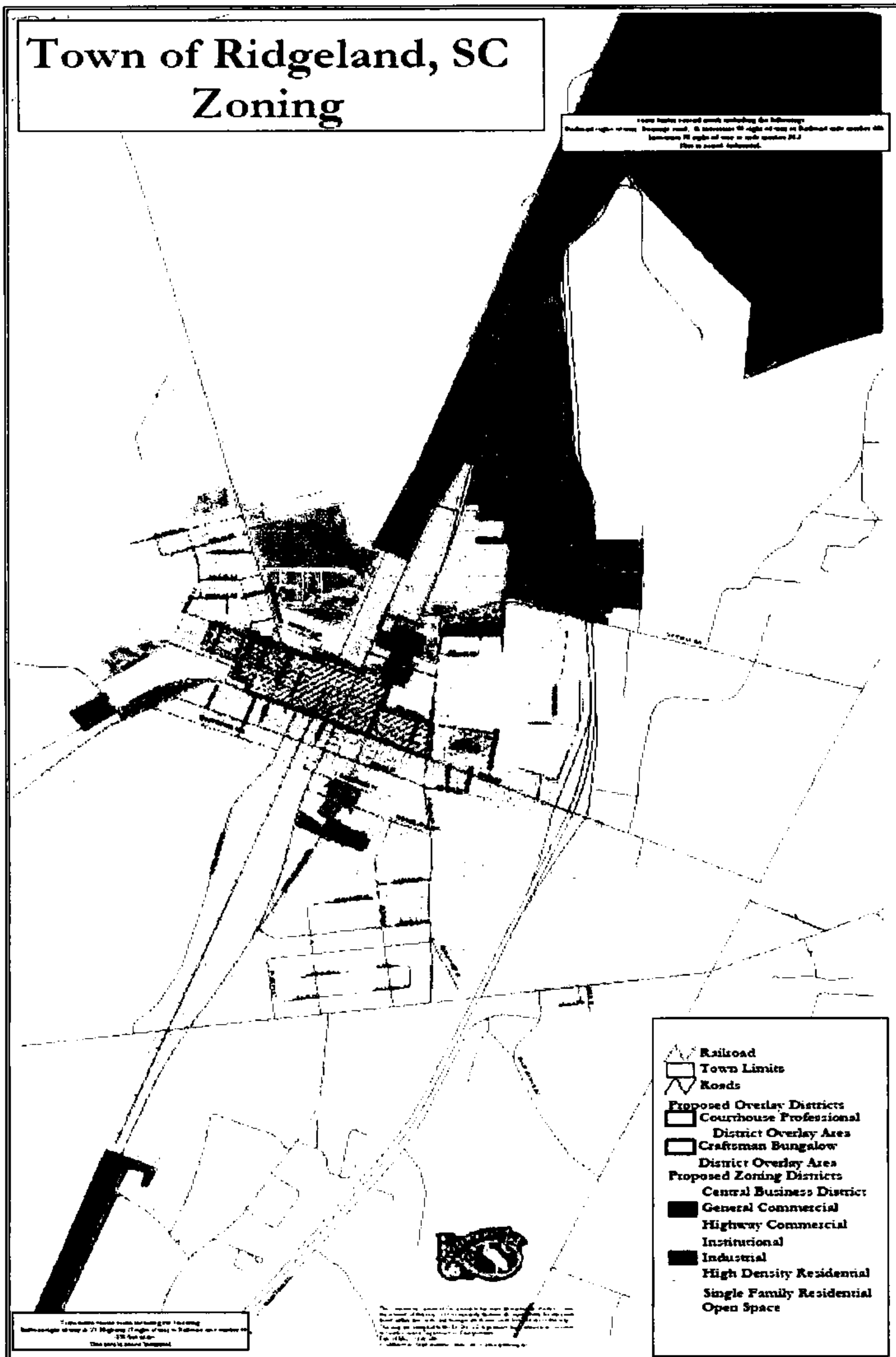
- 4.1.1** If, in accordance with the provisions of this ordinance and South Carolina Code, changes are made in District boundaries portrayed on the *Official Zoning Map*, such changes shall be promptly entered on the Map after adoption with two (2) readings at Town Council. No amendment to this ordinance which involves information portrayed on the *Official Zoning Map* becomes official until after such change has been made on the Map.
- 4.1.2** The *Official Zoning Map* shall be located in the Office of the Town Clerk in Ridgeland Town Hall. This copy shall be the final authority as to the current zoning status of land in the Town.
- 4.1.3** No changes of any nature shall be made on the *Official Zoning Map* or its explanatory text except in conformity with the procedures set forth in this ordinance. Any unauthorized change of whatever kind by any person shall be considered a violation of this ordinance and is punishable as provided by law.

Section 4.2 INTERPRETATION OF DISTRICT BOUNDARIES

The boundaries between Districts are, unless otherwise noted, either the center line of streets or streams, rights-of-way, lot or tract lines, Town limits, or such lines extended. Disputes over district boundaries shall be settled by the Board of Zoning Appeals.

Section 4.3 APPLICATION OF REGULATIONS AND STANDARDS

No land or structures shall hereafter be constructed, erected, or altered, moved, replaced, or subdivided except in conformity with all the restrictions specified for the District in which it is located.



- 4.3.1 No yard or lot existing at the time of passage of this ordinance shall be reduced in area below the minimum requirements set forth for the District in which it is located. Lots created after the effective date of this ordinance shall meet the minimum requirements established for the District in which the lot is located.**
- 4.3.2 If the owner of two (2) or more adjacent lots with insufficient land dimensions to meet District requirements decides to build on or sell these lots, (s)he must first combine the lots to comply with the dimensional requirements of the District.**
- 4.3.3 Where a lot of record does not conform to the area requirements of this ordinance, such lot may nevertheless be used as a building site provided that said lot requirements, such as setbacks or maximum lot coverage, are not reduced below the minimum specified for the District by more than twenty (20) percent and provided adequate sewage disposal facilities can be provided to serve the lot. Decisions on lot requirement reductions of twenty (20) percent or less may be made by the Town Administrator or may be referred by the Building Official to the Board of Zoning Appeals.**
- 4.3.4 Any lot requiring a reduction in lot requirements of more than twenty (20) percent must be submitted to the Board of Zoning Appeals for review and approval or denial. Approval of reductions must comply with the Board's procedures.**
- 4.3.5 On lots having frontage on more than one (1) street at an intersection, the minimum front yard requirements must be maintained on the portion of the lot facing the more significant of the streets. Minimum setbacks may be reduced to one-half (1/2) the regulated distance on that portion of the lot facing the street(s) of less importance. In no case shall the setback be less than fifteen (15) feet.**
- 4.3.6 On lots having frontage on more than one (1) street but not located at an intersection, the minimum front yard requirements must be maintained on each street. On lots with frontage on more than two (2) streets but not at an intersection, minimum setbacks may be reduced to one-half (1/2) the regulated distance on only along one (1) frontage of the lot, that facing the street of less importance. In no case shall the setback be less than fifteen (15) feet.**

Section 4.4 PERMITTED USES, CONDITIONAL USES, SPECIAL EXCEPTIONS

Articles V, VI, and VII describe specific zoning districts. Each of these Articles contains a table for each district within the Article showing uses that are permitted outright, or permitted with conditions, or permitted as special exceptions.

4.4.1 A permitted use is specifically authorized, by right, to take place within a specific zoning district.

4.4.2 Uses not listed in the table as permitted, conditional uses, or special exceptions are not permitted in the district.

4.4.3 Recognizing that every conceivable use cannot be identified in this ordinance, and anticipating that new uses will evolve over time, the applicant may apply for a determination of similarity by the Town Administrator, who may in turn refer the decision to the Planning Commission for any reason. After a determination of similarity, the approval may be issued. Following a denial, the applicant may apply to the Planning Commission to amend the ordinance.

4.4.4 The Town Administrator and/or the Planning Commission will compare a proposed use to those listed in the ordinance to determine similarity using the following measures. The proposed use shall:

- A. Meet the intent of, and be consistent with the goals, objectives, and policies of the Comprehensive Plan,**
- B. Meet the stated purpose and general intent of the district in which it is to be located,**
- C. Provide no adverse impact to public health, safety, or general welfare of the Town's residents, and**

- D. Share characteristics common with, and not be of greater intensity, density, or generate more environmental impact, than those uses listed in the district in which it is to be located.**

4.4.5 The determination of compliance for conditional uses is the responsibility of the Town Administrator, and may be referred to the Planning Commission for any reason. Specific conditions to be met are listed with each conditional use within the zoning district's description. All conditions must be met before an approval may be issued.

4.4.6 Special exceptions are reviewed by the Board of Zoning Appeals for a determination of conformance. A full description of this process is included in Section 2.4.

- A. Approval of the Board of Zoning Appeals must be granted before a project can commence.**

- B. Because the special exception granted may include changes to be implemented on the project, a copy of the special exception shall be given to the Town Administrator.**

- C. The Board of Zoning Appeals shall use the same measures that the Planning Commission considers when approving new uses plus the following topics. Any additional issues or more specific issues to be considered are identified within each zoning district's description.**

- 1. Hours of operation**
- 2. Setbacks**
- 3. Buffers, including vegetation, walls, distance, or a combination**
- 4. Parking**
- 5. Number of participants**
- 6. Traffic generation**
- 7. Location of this use to other uses**
- 8. Location of this use to similar uses**
- 9. Landscaping**
- 10. Noise generation**
- 11. Light trespass**
- 12. Owner-occupant v. off-site landlord**

13. Total size of operation
14. Lot area
15. Architecture
16. Accessory uses, intended and allowed
17. Structure height
18. Term of use
19. Neighborhood compatibility
20. Other site and adjacent activity factors.

4.4.7 It is the responsibility of the applicant to prove similarity, or that all conditions for a conditional use have been met, or that the request for special exception is appropriate. The applicant must also provide any and all materials requested by the Town Administrator, Planning Commission, or Board of Zoning Appeals as required to prove the case.

4.4.8 The Town Administrator, Planning Commission, or Board of Zoning Appeals has the right to delay review of any application that is not considered complete by the Town Administrator, Commission, or Board.

Section 4.5 NONCONFORMING USES

4.5.1 Nonconforming uses are declared by this ordinance to be incompatible with permitted uses in the District in which they are located. However, to avoid undue hardship, the lawful use of any building or land use at the time of the enactment of this ordinance may be continued even though such use does not conform to the provisions of this ordinance, except that the nonconforming building, use, or portions thereof, shall not be:

- A. Changed to another nonconforming use.
- B. Reused or re-occupied after a discontinuance of use or occupancy for a period of six months or more.
- C. Replaced or re-established with a similar building or use after physical removal or relocation from its site.

- D. Repaired, rebuilt, or altered after damage exceeding fifty (50) percent of its replacement cost at the time of destruction. Reconstruction or repair, when permitted, must begin within six (6) months after damage is incurred.
- E. Enlarged or altered in a manner which increases its nonconformity.
- F. Does not violate a regulation of the Town of Ridgeland.
- G. Continued after ten (10) years unless given a variance by the Zoning Board of Adjustments. This Board may authorize a series of variances of up to three (3) years each.
- H. Continued after a change of ownership unless granted a variance by the Zoning Board of Adjustments. This does not apply to property used exclusively for residential purposes.

4.5.2 Nothing in this Section shall be deemed to prevent strengthening or restoring to a safe condition any building or part thereof declared to be unsafe by any official charged with public safety.

Section 4.6 ANNEXATION

Where Town limit boundaries are proposed for change by virtue of annexation, the Town Council will request, study and receive recommendation from the Ridgeland Planning Commission regarding proposed zoning districts for the area to be annexed prior to a referendum for such annexation. No property shall be annexed without a zoning designation.

Section 4.7 GENERAL DEVELOPMENT STANDARDS AND MEASUREMENTS

- 4.7.1** Site analysis. An analysis shall be made of the characteristics of the development site including soils, topography, ecology, drainage, past uses and adjacent uses, and existing vegetation, structures, roads, utilities, and uses.
- 4.7.2** Consideration of existing land use and plans. Site design shall take the site analysis into consideration with regard to existing and adjacent land uses, the *Town of Ridgeland Comprehensive Plan*, and other plans. The design shall provide adequate internal access and safe and suitable external access that is well integrated with existing roads, prevent adverse impacts to adjacent land uses, provide adequate usable open space and connections to existing parks and recreational activities as possible, and assure compatibility with the Town's future growth plans.
- 4.7.3** Consideration of natural resources. Site design shall take into consideration the site analysis and existing natural features. Natural features of the site shall be preserved and impacts to sensitive environmental areas minimized to the extent practicable when designing the development.
- A.** The design shall also avoid impacts to ground water and aquifer recharge by avoiding clear cutting, reducing impervious cover, and other activities.
- B.** The following natural features and resources are to be specifically protected and preserved: wetlands, unique natural areas, trees with a diameter of twenty-four (24) inches or more at breast height, flood plains and floodways, endangered species habitats, and historic structures.
- 4.7.4** Lots. Lots shall be in proper relationship to road and block design with respect to size, width, depth, grade, and orientation and shall be appropriately designed to accommodate topological conditions and proposed use(s).
- A.** All lots shall be directly accessible by public road.

- B. All lots shall be aligned at right angles to straight road rights-of-way and radial to curved road rights-of-way as much as practicable.**
- C. All lots shall meet the minimum size requirements listed within the relevant zoning district.**
- D. Flag lots are not permitted. A flag lot is a lot subdivided such that one (1) lot lies behind another with a long, narrow strip of land providing access to a road.**

4.7.5 Easements. Drainage and utility easements shall be provided whenever required.

- A. Drainage easements shall be provided along all streams, water course, or drainage ways. The easement shall conform to the water course and shall be a minimum of twenty (20) feet wide. The Town Administrator may require additional width when deemed necessary to provide for adequate storm water flow, maintenance, or improvements.**
- B. Utility easements, wherever required, shall be a minimum of twenty (20) feet wide as approved by the utility provider. No structures or trees shall be placed in the easement. The property owner shall maintain easements.**
- C. Only easements accepted by the Town for public maintenance shall be maintained by the Town.**
- D. Access to easements by appropriate entities (utility providers, the County, and/or the Town) shall be provided in the deed to properties with easements.**

4.7.6 Road design. All roads are to be constructed to the specifications of the *South Carolina Standard Specifications for Highway Construction Manual*.

- A. Street systems shall be designed to permit safe, orderly, and efficient movement of traffic with consideration taken for the existing topography. Linkages to existing and proposed Town and county roads and between adjacent residential developments must be provided. Streetscapes shall be attractively designed and constructed.**

- B. Controlled access to streets is only permitted with approval of the Planning Commission and Town Council.
- C. Construction of alleys is permitted in commercial and industrial developments to provide loading and service access. Alleys must be paved.
- D. Roads permanently closed at one (1) end (cul-de-sacs) shall not exceed seventeen hundred (1,700) feet in length from the right of way to the street's beginning to its end, including the entire width of the paved area of a turn around.
- E. All single-opening roads, including temporary roads extending further than one (1) property length, shall have a turn around at the closed end. The turnaround shall have a minimum radius of fifty (50) feet and a minimum curb radius of forty (40) feet.
- F. All roads shall intersect at ninety (90) degrees, or as close as possible and no more than two (2) streets shall intersect at any one (1) point. Roads intersecting at opposite sides of another road shall have their center lines directly opposite.
- G. Road rights-of-way shall be a minimum of fifty (50) feet and alley rights-of-way shall be a minimum of twenty (20) feet.
- H. Shoulders shall be paved and a minimum of ten (10) feet wide to accommodate pedestrian, cycling, and alternate methods of traffic.
- I. Roads within areas of potential flooding shall be constructed on the ten-year flood line, as shown on FEMA maps, at a minimum.
- J. The *South Carolina Comprehensive Planning Enabling Act of 1994*, gave responsibility for naming roads to planning commissions. Prior to road naming, the Ridgeland Planning Commission must request approval for selected street names from the Jasper County Office of E-911 to ensure that there is no duplication or near duplication of street names.
- K. Design and placement of traffic signs shall conform to the U.S. Department of Transportation's *Manual of Uniform Traffic Control Devices for Streets and Highways*. A minimum of two (2) street signs shall be provided at each four-

way intersection and one (1) at each three-way intersection. Sign design must be approved by the Town Administrator.

- L. Streetlights shall be provided by the developer at all intersections and at a minimum spacing of three hundred (300) feet along all roads.

4.7.7 Parking requirements. Minimum parking requirements for specific uses are included in zoning district descriptions. The following are general requirements. Landscaping requirements for parking areas are also included in each zoning district.

- A. The Town Administrator, with approval of the Planning Commission, may reduce parking requirements in the following instances:
 - 1. When uses in the same or adjacent development have different peak parking hours and provide written evidence of willingness to share spaces. This request must be accompanied by adequate proof of parking use.
 - 2. When fewer parking spaces are needed due to special designs and traffic mitigation measures incorporated into the parking lot design and circulation plan.
- B. Required off-street parking must be on the same lot as the building or use for which it is to be used.
- C. Parallel parking spaces shall be a minimum of nine (9) feet by twenty-four (24) feet. Another parking spaces shall be a minimum of nine (9) feet by (18) feet. Parking allotments for handicapped parking shall conform to federal standards. Aisle widths shall be a minimum of twenty-two (22) feet to serve ninety (90) degree parking and a minimum of eighteen (18) feet for all other parking.
- D. Paving may consist of cement, asphalt, crushed stone, semi-pervious pavers, or other material not including gravel.
- E. Parking areas accommodating five cars or more shall have individual spaces marked. Signage may be required for larger parking areas.

- F. When two (2) or more uses share a parking area, the total number of spaces cannot be less than the sum of the spaces required for each use.
 - G. Off-street parking spaces must be separated from paths, sidewalks, roads, and landscaped areas by a curb or other protecting device.
 - H. All exits from an off-street parking area shall be designed to necessitate forward motion when entering roads. No entrance or exit can be places closer than fifty (50) feet from an intersection.
 - I. Parking areas to be used at night are to be adequately lighted.
 - J. No automotive sales or repair is permitted in off-street parking areas.
 - K. All off-street parking areas are to be well maintained at the owner's expense.
 - L. Structures, buildings, or uses that are expanded after the implementation of this ordinance shall be required to meet the new parking standards based on the expansion.
- 4.7.8 Off-street loading. Every commercial and industrial activity shall have space for off-street loading on the same lot and behind the activity that it serves. No vehicle being loaded or unloaded shall be parked in a public street or extend into a public walkway.
- 4.7.9 Accessory buildings. Placement of all structures for accessory uses shall be within required setbacks and height limitations. No manufactured home, shipping container, or recreational vehicle shall be used as an accessory building. No accessory building shall be placed in a front yard or in a buffer. Requirements for specific accessory buildings are described in zoning district descriptions.
- 4.7.10 Measurements. All measurements specified in this ordinance are minimum requirements for all site clearing, development, construction, or alterations to land or structures within the jurisdiction of this ordinance.

- A. Setbacks shall be measured inward toward the center of a lot from all points along the front, side, and rear property lines of the lot. The remaining area of the lot that is not included in any setback areas is the "buildable area" of the lot, the space within which a building may be placed.
 - 1. On corner lots and existing double frontage lots, setbacks on both roads shall meet the minimum requirements of front setbacks.
 - 2. In partially developed areas, front setbacks for lots between existing buildings of differing setbacks may be calculated as the average of the two (2) adjacent lots, but in no case can the front setback be less than fifteen (15) feet.
- B. The height of a structure or tree is measured from the base of the structure or tree to its highest point.
- C. The number of principal buildings on any lot shall not exceed one (1), with the exception of manufactured homes in parks and industrial structures within the Industrial District.
- D. Projections from a building shall not intrude more than two (2) feet into any required setback area. Projections include eaves, windowsills, other architectural features, and window air conditioning units. Decks and porches are not considered architectural features. Steps and heating and cooling units may not be placed within three (3) feet of a property line.
- E. Fences, walls and hedges may be placed along the property line or within setback areas, but must not constitute an impediment to visibility at intersections or driveways.

Section 4.8

GENERAL REQUIREMENTS FOR SIGNS

- 4.8.1 The Town of Ridgeland regulates the number, size, placement, and physical structure of all signs within its jurisdiction.

- 4.8.2** Each zoning district has specific requirements as to the number, size, placement, and physical structure of signs within each district that must be followed.
- 4.8.3** Signage plans are required for sign permits covering any of the following: two (2) or more adjacent properties under the same ownership; a single lot with more than one (1) principal use, such as a shopping center; and a Planned Development District. The plan shall specify standards for consistency in size, color, style, material, and location. Once approved by the Town Administrator, the plan is binding on all uses occupying the affected lots.
- 4.8.4** Nonconforming signs shall be removed or brought into conformance within three (3) years of the effective date of this ordinance; or when there is a change in business ownership, type, or name; or if the sign becomes damaged at more than fifty (50) percent of replacement cost. At such time that a nonconforming sign must be removed or come into conformance, owners or parties responsible for these signs will be notified by the Town Administrator in writing that the sign must be removed or come into conformance within thirty (30) days or notification. Failure to comply with the notice may result in the removal of the sign by the Town and the costs of removal collected in the manner prescribed by law.
- 4.8.5** Only the following signs are permitted in public rights-of-way: governmental public information signs, traffic control and emergency signs, historical signs and markers, and postings of legal notice. Political signs and temporary directional signs are also permitted in public rights-of-way for a period of time not to exceed ninety (90) days.
- 4.8.6** Signs extending over pedestrian walkways shall have a minimum clearance of eight (8) feet above the walkway directly below the sign. Signs extending over parking areas shall have a minimum clearance of fourteen (14) feet above the driving surface directly below the sign.
- 4.8.7** All permanent signs must be composed of durable all-weather materials and all painting and lettering must be completed in a professional manner.

- 4.8.8** Light from illuminated signs shall not trespass onto adjacent properties. Illuminated signs must not resemble traffic or emergency lighting that could cause drivers to become disoriented.
- 4.8.9** Measurement of a sign face for compliance with this ordinance does not include foundations or supports, but only the face of the sign from edge to edge. Double facing signs are only measured on one (1) side. Multiple signs on one (1) post and signs composed of more than one (1) piece are measured cumulatively as one (1) sign face.
- 4.8.10** All signs not expressly permitted in this ordinance are prohibited. Examples of prohibited signs include: signs containing the words *stop* or *danger* in a large type face that could be mistaken for traffic control or emergency signs; signs attached to trees, fence posts, stationary vehicles, or utility poles; abandoned signs or those referring to businesses, products, or services that are no longer available; and poorly maintained signs that are structurally unsound and cannot meet minimum safety standards.

Section 4.9 **GENERAL REQUIREMENTS FOR BUFFERS, LANDSCAPING, AND TREE PROTECTION**

- 4.9.1** Buffers. Buffers shall be required to ensure compatibility of adjacent land uses. Specific buffer requirements regarding location, width, density, and suggested vegetation or fence type are included within each zoning district. The measurements are minimums.
- A.** Existing vegetation, including all trees, shall be retained to the extent practicable. In no case, shall the developer clear cut an area that is to be a buffer. The undergrowth may be cleared in a buffer area; however, some shrubs must be retained or replaced to ensure an effective screen.
- B.** A buffer may not extend into a front setback or limit traffic visibility.

- C. Only fences and landscaping walls are permitted in buffers, no other construction is permitted. Parking is prohibited in buffers.
- D. It is the responsibility of the developer of the new use to provide any required buffers. Maintenance is the responsibility of the property owner and includes appropriate watering to ensure continued growth, removal of dead wood and debris, weeding where necessary, and proper maintenance of fences and landscape walls. Property owners with improperly maintained buffers will receive a written notice from the Town Administrator. Failure to comply with the notice within thirty (30) days may result in the maintenance of the buffer by the Town and the costs of maintenance collected in the manner prescribed by law.
- E. At installation or planting, all evergreen trees and/or shrubs used to fulfill buffer area requirements shall be not less than six (6) feet in height, and all deciduous trees shall be not less than eight (8) feet in height.

4.9.2 Landscaping. An open space permanently used for the growing of shrubs and plants with other decorative features improves the appearance of public rights-of-way, parking lots, and public spaces. Landscaping also improves air quality and reduces storm water runoff.

- A. Specific landscaping requirements regarding location, width, density, and suggested vegetation or fence type are included within each zoning district. The measurements are minimums.
- B. A landscaping plan is required when applying for a certificate of zoning compliance for other than one (1) single-family or duplex residential construction. The scaled plan must include all structures, roads, designated areas for landscaping, plant materials, and any other features to be installed.
- C. All parking areas with ten (10) or more spaces must provide landscaping along public rights-of-way. Parking areas with twenty (20) spaces or more shall provide interior landscaping to guide traffic flow and to break up expanses of paving.
- D. Internal landscaping is required for all institutional, office industrial, and commercial development. Minimum percentages of the property to be landscaped are included within each zoning district description.

E. It is the responsibility of the developer of the new use to provide any required landscaping. Maintenance is the responsibility of the property owner and includes appropriate watering to ensure continued growth, removal of dead wood and debris, weeding where necessary, and proper maintenance of fences and landscape walls. Property owners with improperly maintained landscaping along a public right-of-way will receive a written notice from the Town Administrator. Failure to comply with the notice within thirty (30) days may result in the maintenance of the landscaped area by the Town and the costs of landscaping collected in the manner prescribed by law. The Town also reserves the right to require the property owner to replace dead or unsightly plants, shrubs or trees from landscaped areas along public rights-of-way.

4.9.3 Tree Protection. Live oak and palm trees measuring six (6) inches or larger in diameter at a height of fifty-four (54) inches shall be designed as significant trees. Significant trees shall be protected to the extent practicable. No person or party may destroy or remove a significant tree in violation of this ordinance.

- A. A tree survey is required prior to development of land. The survey shall indicate all trees over six (6) inches in diameter at chest height, trees to be removed, trees to be preserved, locations of proposed structures and improvements, and areas to be cleared. A tree survey is required prior to the issuance of a certificate of zoning compliance.
- B. Project design shall incorporate tree preservation, particularly the preservation of significant trees.
- C. During development, barriers shall mark a protective zone around the drip line of all trees to be preserved. No activity shall take place within this zone including grading, paving, or equipment storage.
- D. The Town Administrator may approve the removal of diseased trees or those that pose a threat to public safety and health.
- E. Exceptions to this Section include the removal of trees during wetlands mitigation and necessary tree removal during emergency situations as approved by the Town Administrator.

Section 4.10 VISIBILITY AT INTERSECTIONS

No fence, wall, terrace, sign, vegetation, structure, or object capable of obstructing driver vision between the heights of three (3) to ten (10) feet above finished street level shall be permitted on a corner lot within twenty-five (25) feet of the point created by the intersection of street right-of-way lines which bound said lot. At the intersection of any private drive or entrance/exit directly accessing a public street, no fence, wall, hedge, structure, or planting over two and a half (2.5) feet in height shall be erected, placed, planted, or maintained that provides a visual impairment to visibility.

Section 4.11 DEVELOPMENT IN FLOOD HAZARD AREAS

Development in flood hazard areas as defined on FEMA maps shall not interfere with the watercourse or flow into an impounding basin. No buildings or structures shall be constructed in flood hazard areas unless they are adequately protected from flooding and will not impede water flow. No fill, levee, or other construction shall be approved unless mitigation is made to prevent expansion of flood hazard areas. The developer must provide substantial evidence of the potential impacts, lack of impacts, and mitigation measures.

Section 4.12 NUISANCES

Any business which is judged by the Town Council or the appropriate agency thereof to constitute a nuisance beyond its premises by emitting noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation, or other injurious or obnoxious conditions, or which poses a documented threat to water or wetlands within the Town limits of Ridgeland is not allowed in any district.

ARTICLE V. RESIDENTIAL DISTRICTS

5.1. Single Family Residential District (SFR)

Areas designated as Single Family Residential Districts (SFRs) shall be developed and reserved for low density residential purposes. The regulations that apply within this district are designed to encourage the restoration and preservation of historic and/or traditional buildings and to encourage new development that may be varied in design but that relates to and is compatible with the specific area, street or block in which it is located; to discourage any unwarranted encroachment of commercial, industrial or other uses capable of adversely affecting the character of the district.

No more than one (1) single-family dwelling shall be located on a single lot or lot of record. Multi-family units are regulated separately.

5.1.1 Permitted Uses. Single-family residences with a maximum density of 4.8 dwelling units per acre (or lots of 9,000 square feet in size) are permitted in this District. Other uses permitted outright, or permitted with conditions or as special exceptions in the SFR, are shown in Table 5.1. Uses not listed in this table are not permitted in the SFR, but may be allowed by a determination of similarity by the Planning Commission

Table 5.1. Single-Family Residential District -- Permitted Uses

Use	Permitted	Conditional Use	Special Exception
Single-family, lot-constructed or manufactured dwelling	X		
Accessory uses		X	

Agriculture, silviculture, and horticulture		X	
Country club			X
Day care center		X	
House of worship			X
Professional Offices		X	
Public and private schools		X	
Publicly-owned building, facility, park, or land, including public/private utility structures			X
Studios of artists, designers, architects, etc.		X	

5.1.2. Conditional Uses. The purpose of a conditional use is to provide for uses which possess unique and special characteristics, making impractical their inclusion as outright permitted uses in the underlying zoning district. Such uses shall not be incompatible with the type of uses permitted in surrounding areas. Location and approval of designated conditional uses shall be subject to *review* by the Planning Commission. A conditional use may be approved, if it is demonstrated that the proposed use will be compatible with other uses and structures in the neighborhood and that it satisfies all relevant requirements of this ordinance and the following general criteria:

- A. The use is listed as a conditional use in the underlying zoning district;
- B. The use is consistent with those goals and policies of the Zoning Ordinance which apply to the proposed use;
- C. The amount of new vehicular traffic generated by the use is not disruptive to the surrounding neighborhood;
- D. The parcel is suitable for the proposed use considering its size, shape and location;
- E. The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs or prevents the use of surrounding properties for the permitted uses listed in the underlying zoning district;

- F. The proposed use is appropriate, considering the adequacy of public facilities and services existing or planned for the area affected by the use; and
- G. The use is or can be made compatible with existing uses and other allowable uses in the area.

In *approving* an application for a conditional use, the Planning Commission may impose conditions to protect the area surrounding the proposed use and to preserve the basic purpose and intent of the underlying zoning district. These conditions may include, but are not limited to, the following:

- A. Increasing the required parcel area or yard dimensions;
- B. Limiting the height, size, or location of buildings and structures;
- C. Controlling the location and number of vehicle access points;
- D. Limiting the amount of traffic to be generated by the use;
- E. Increasing the number of required off-street parking spaces;
- F. Requiring fencing, screening, or landscaping to protect adjacent or nearby property;
- G. Prescribing exterior finish for buildings or additions thereto.

5.1.3. Special Exceptions. Special exceptions shall also be reviewed by the Planning Commission for a determination of conformance. The review and approval procedures and the factors and conditions which will be evaluated by the Planning Commission are the same as those discussed in "Conditional Uses" (above).

5.1.4 Accessory Uses. The design of the accessory structure shall relate to the design of the primary residence and shall not visually dominate it or the surrounding properties. Accessory uses are limited to:

- A. Private attached and detached garages and carports that are oriented and/or located to the side or the back of the dwelling unit.
- B. Storage sheds or tool rooms
- C. Detached greenhouse

- D. Children's playhouse and play equipment, including basketball apparatus, volleyball nets, swing sets, jungle gyms
- E. Private dish antennas/satellite earth stations under two (2) feet in diameter may be located anywhere within the property lines; larger satellite dishes may not be located in a front or side yard and must be screened from adjacent properties.
- F. Private above-grade or below-grade swimming pools and pool houses.
- G. Artists' studios and workshops.
- H. Garage Apartments/Accessory Dwelling Units are permitted provided that:
 - 1. Exterior design of the accessory unit is compatible with the existing residence on the lot through architectural use of building forms, height, construction materials, colors, landscaping, and other methods that conform to acceptable construction practices (see examples below and on the following page).

Garage and Apartment on Alley at Rear of Residence

2. The exterior design is in harmony with and maintains the scale of the neighborhood.
3. The accessory unit does not result in excessive noise, traffic or parking congestion.
4. The site plan provides adequate open space and landscaping that is useful for both the accessory dwelling unit and the primary residence. Open space and landscaping provides for privacy and screening of adjacent properties.

5. The location and design of the accessory unit maintains a compatible relationship to adjacent properties (see example on following page).



6. Major access stairs, decks, entry doors and major windows are limited to the walls facing the primary residence or to the alley, if applicable. Windows that impact the privacy of the neighboring side or rear yard have been minimized.

7. The property owner must occupy either the primary or accessory dwelling.

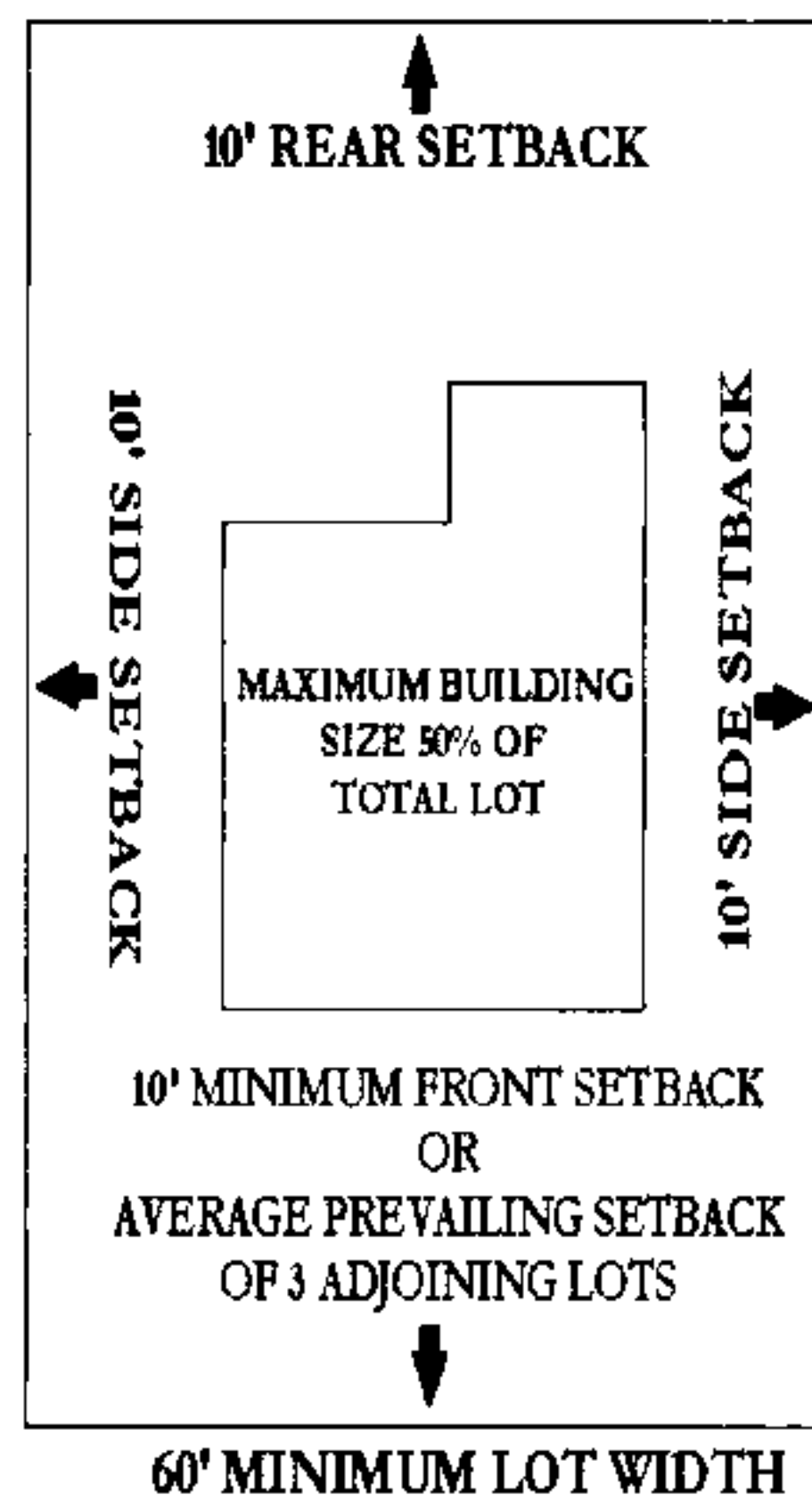
8. One parking space shall be provided on-site for each studio and one bedroom accessory unit. Two parking spaces shall be provided on site for each two bedroom accessory unit. Parking for the accessory unit is in addition to the required parking for the primary residence.

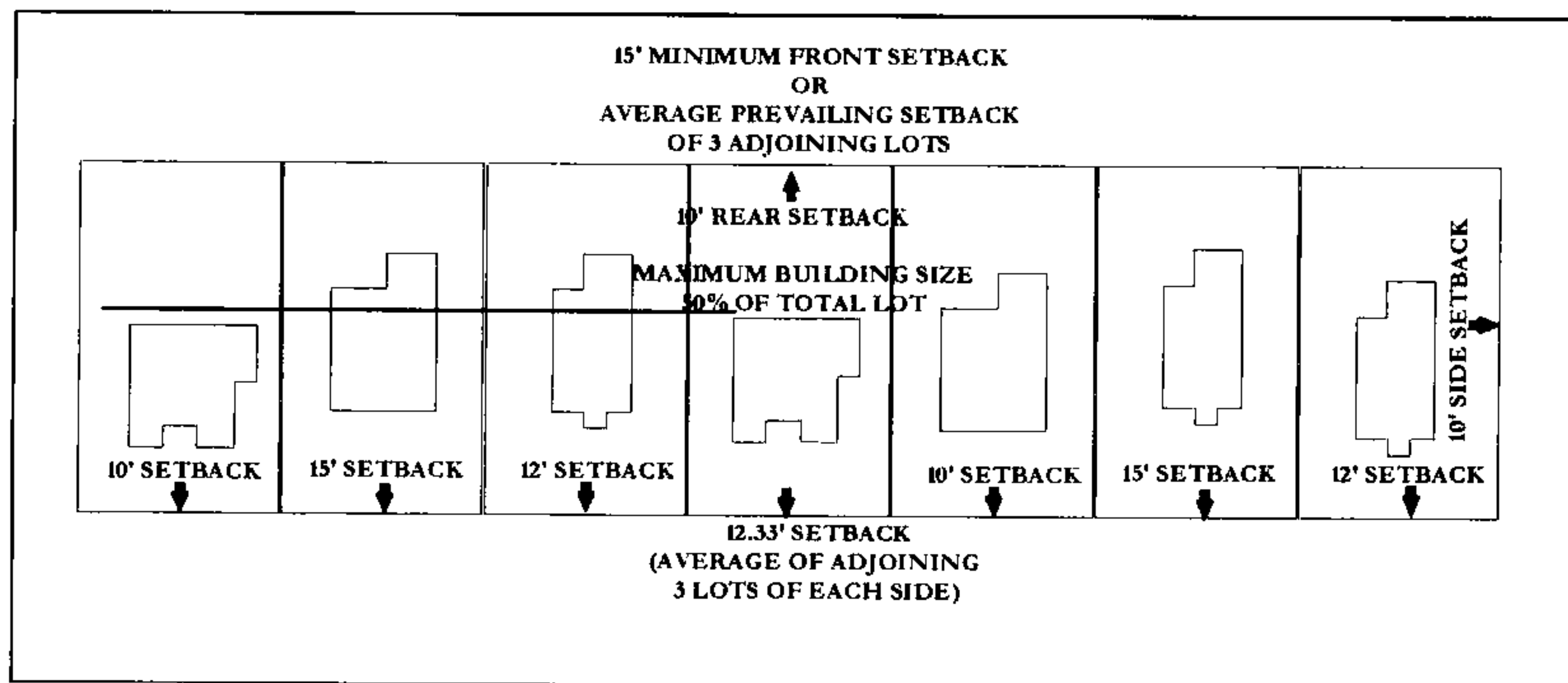
5.1.5 Development Standards. New construction is required to meet the following basic standards, as shown in Table 5.2. , unless incentives have been granted by the Town in return for specific conditions (see Section 3, "Zoning Incentives"). Following the table are illustrations of the standards.

Table 5.2. SFR Development Standards

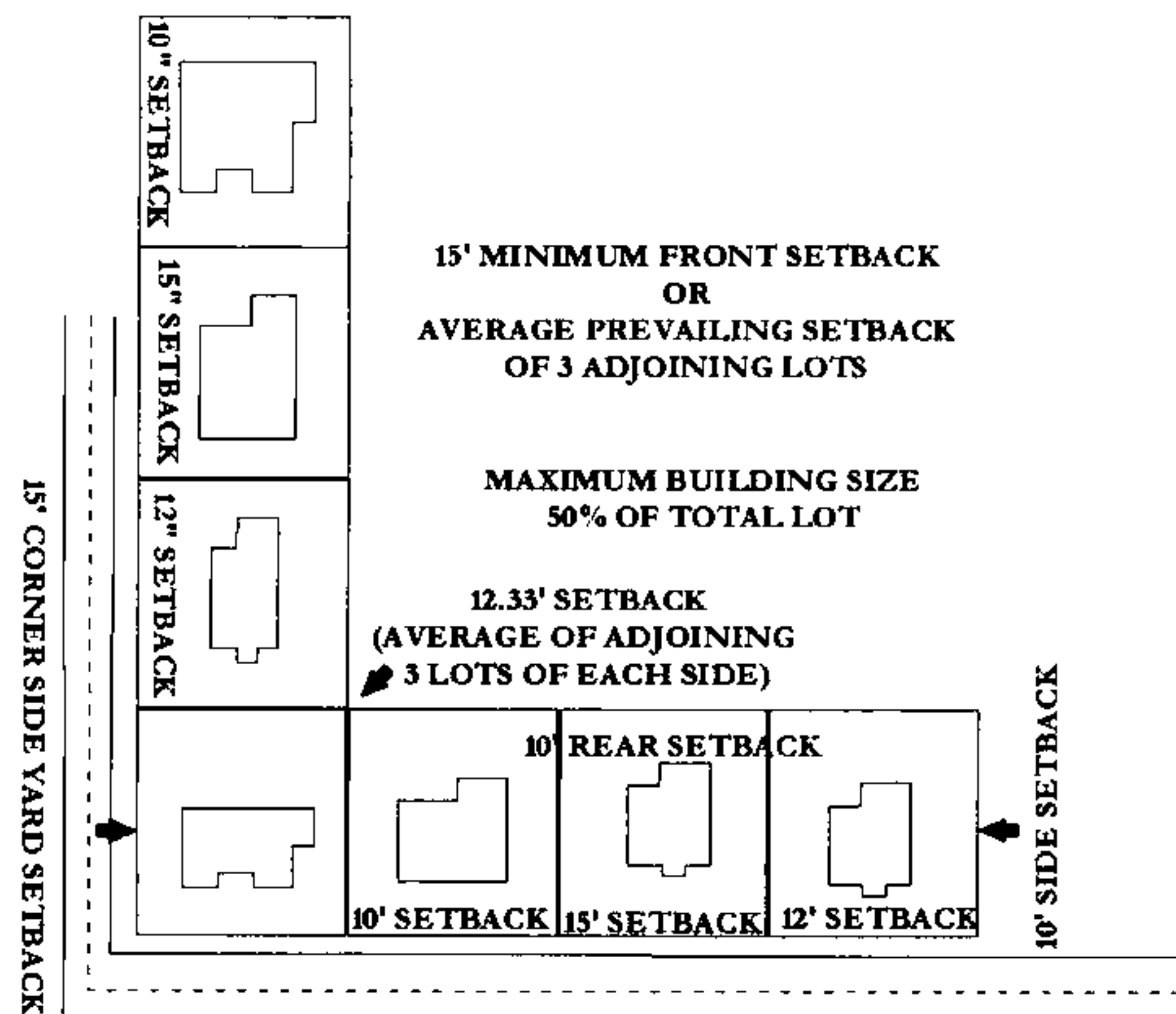
Minimum lot size	9,000 sq ft
Minimum lot width	60 ft

Front setback (build up to)	10 ft minimum, 15 ft maximum or average prevailing setback of 3 adjoining lots either side of the proposed lot.
Side setback	10 ft
Corner side yard	15 ft
Rear yard	10 ft
Maximum building size (% of total lot)	50%





Average prevailing setback of 3 adjoining lots either side of the proposed lot



5.1.6. Parking. For all single dwellings erected after the adoption of this ordinance, two (2) off-street parking spaces shall be provided.

5.1.7 Signage. The following signs shall be allowed in SFR districts and are exempt from permits:

- A. House numbers
- B. Election signs
- C. Home occupation signs. One (1) unlighted sign less than two (2) square feet in size mounted on a wall of the principal building.
- D. Directional signs
- E. Parking and traffic signs
- F. Temporary construction signs
- G. Real estate marketing signs. One (1) sign per firm per street frontage pertaining to the sale or lease of the premises. The sign shall have a maximum of six (6) square feet in surface area per side and be a maximum of three and one-half (3.5) feet high.

5.1.8 Landscaping. Front yards and side yards of all dwellings that front on public streets shall be landscaped, except for the area which is devoted to driveways and off-street parking space. Per section 3.8.1, a landscaping plan may be required.

5.1.9 Home Occupations. A home occupation, or home-based business, is that accessory use of a dwelling that shall constitute either entirely or partly the livelihood of a person living in the dwelling. Home-based businesses shall be subject to the following:

- A. All home occupations or home-based businesses must be licensed as businesses by the Town of Ridgeland.
- B. The primary use of the structure must remain as a single-family residence. No more than twenty-five (25) percent, to a maximum of seven hundred fifty (750) square feet, whichever is less, shall be used for the purposes of a home occupation.
- C. A home occupation shall be conducted solely by resident occupants plus no more than two (2) additional full-time equivalent employees.
- D. There shall be no outside storage or processing. All activity must be conducted within a pre-existing structure.
- E. The activity produces no alteration or change in the residential character or outside appearance of the primary structure.
- F. No goods are located on site except for samples or designs produced on site.
- G. The activity shall be subject to all business licenses, revenue collection ordinances and other codes of the Town of Ridgeland and the State of South Carolina.
- H. Activities specifically prohibited include repair or service of motor vehicles and other large equipment; service or manufacturing processes which would normally require industrial zoning; any activity which may become a nuisance due to noise, unsightly appearance, heat, glare, vibration, smoke, dust, electrical interference, unhealthy conditions or odor; and any activity which may affect surrounding property.

- I. There shall be no exterior display or signage allowed except for one (1), unlighted sign less than two (2) square feet in size mounted on a wall of the principal building.
- J. There is no outside storage of goods or materials.
- K. No traffic or parking activity, sewerage or water use shall be generated by the activity in greater volumes than would normally be expected in a residential neighborhood; any need for parking generated by such home occupation shall be met off the street and other than in a required front yard.

5.2. High Density Residential (HDR)

Areas designated as High Density Residential Districts (HDRs) shall be developed and reserved for medium-high density and multi-family residential purposes and also for limited professional office, retail and other business purposes that complement the surrounding neighborhoods or areas in which they are located. The regulations that apply within this district are designed to encourage the development of pedestrian-oriented neighborhoods that accommodate several different types of dwellings and related neighborhood-scale commercial uses and to encourage the development of live-work units. They are also intended to discourage the unwarranted encroachment of large-scale commercial, industrial or other uses capable of adversely affecting the existing design character of the district.

5.2.1. Permitted Uses. Single-family dwelling units with a maximum density of 8.6 dwelling units per acre or five thousand (5,000) square feet in size or multi-family units at a density of 25 units per gross acre are permitted in this District. Other uses permitted outright, or permitted with conditions or as special exceptions in the HDR are shown in Table 5.3. Uses not listed in this table are not permitted in HDR, but may be allowed by a determination of similarity by the Planning Commission.

Table 5.3. High Density Residential District -- Permitted Uses

USE	Permitted	Conditional Use	Special Exception
Single-, two-, or multi-family, lot-constructed or manufactured dwelling	X		
Accessory uses		X	
Agriculture, silviculture, and horticulture		X	
Assembly hall		X	
Bed and Breakfast Inns		X	
Country club			X

Day care center		X	
House of worship		X	
Live-work units		X	
Museum, historical displays		X	
Nursing homes and assisted living facilities		X	
Professional Offices		X	
Public and private schools		X	
Publicly-owned building, facility, park, or land, including public/private utility structures			X
Retail, limited to boutique, convenience or specialty stores		X	
Rooming houses/boardingshouses		X	
Studios of artists, designers, architects, etc.		X	

5.2.2 Conditional Uses. The purpose of a conditional use is to provide for uses which possess unique and special characteristics, making impractical their inclusion as outright permitted uses in the underlying zoning district. Such uses shall not be incompatible with the type of uses permitted in surrounding areas. Location and approval of designated conditional uses shall be subject to *review* by the Planning Commission.

A conditional use may be approved, if it is demonstrated that the proposed use will be compatible with other uses and structures in the neighborhood and that it satisfies all relevant requirements of this ordinance and the following general criteria:

- A. The use is listed as a conditional use in the underlying zoning district;
- B. The use is consistent with those goals and policies of the Zoning Ordinance which apply to the proposed use;

- C. The amount of new vehicular traffic generated by the use is not disruptive to the surrounding neighborhood;
- D. The parcel is suitable for the proposed use considering its size, shape and location;
- E. The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs or prevents the use of surrounding properties for the permitted uses listed in the underlying zoning district;
- F. The proposed use is appropriate, considering the adequacy of public facilities and services existing or planned for the area affected by the use;
- G. The use is or can be made compatible with existing uses and other allowable uses in the area;
- H. A **Bed and Breakfast** is a single-family dwelling where lodging is offered for compensation, having no more than five (5) sleeping rooms for this purpose. Bed and breakfast operations that are undertaken from within a residence shall be considered as home occupations, and shall comply with the standards and limitations of that section of this ordinance.
- I. In the case of **Boarding and Rooming Houses**, the use shall be licensed as a business by the Town of Ridgeland and shall be subject to the regulations of and inspections by the South Carolina Department of Health and the Town of Ridgeland (including any ordinances regulating the rental of residential property) regarding such matters as waste water disposal, occupancy, health and safety.
 - 1. When the facility has more than two rooms for rent, an on-site examination of the premises shall be made by a health inspector.
 - 2. An on-site examination of the premises shall be made by local fire department personnel to determine if fire and safety code requirements are being complied with.

In *approving* an application for a conditional use, the Planning Commission may impose conditions to protect the area surrounding the proposed use and to preserve the basic purpose and intent of the underlying zoning district. These conditions may include, but are not limited to, the following:

- A. Increasing the required parcel area or yard dimensions;
- B. Limiting the height, size, or location of buildings and structures;
- C. Controlling the location and number of vehicle access points;

- D. Limiting the amount of traffic to be generated by the use;
- E. Increasing the number of required off-street parking spaces;
- F. Requiring fencing, screening, or landscaping to protect adjacent or nearby property;
- G. Prescribing exterior finish for buildings or additions thereto.

5.2.3. Special Exceptions. Special exceptions shall also be reviewed by the Planning Commission for a determination of conformance. The review and approval procedures and the factors and conditions which will be evaluated by the Planning Commission are the same as those discussed in "Conditional Uses" (above).

5.2.4. Accessory Uses. The design of the accessory structure shall relate to the design of the primary residence and shall not visually dominate it or the surrounding properties. Accessory uses are limited to:

- A. Private attached and detached garages and carports that are oriented and/or located to the side or the back of the structure
- B. Storage sheds or tool rooms
- C. Detached greenhouses
- D. Children's playhouse and play equipment, including basketball apparatus, volleyball nets, swing sets, jungle gyms
- E. Private dish antennas/satellite earth stations under two (2) feet in diameter may be located anywhere within the property lines; larger satellite dishes may not be located in a front or side yard and must be screened from adjacent properties.
- F. Private above-grade or below-grade swimming pools and pool houses.
- G. Artists' studios and workshops.

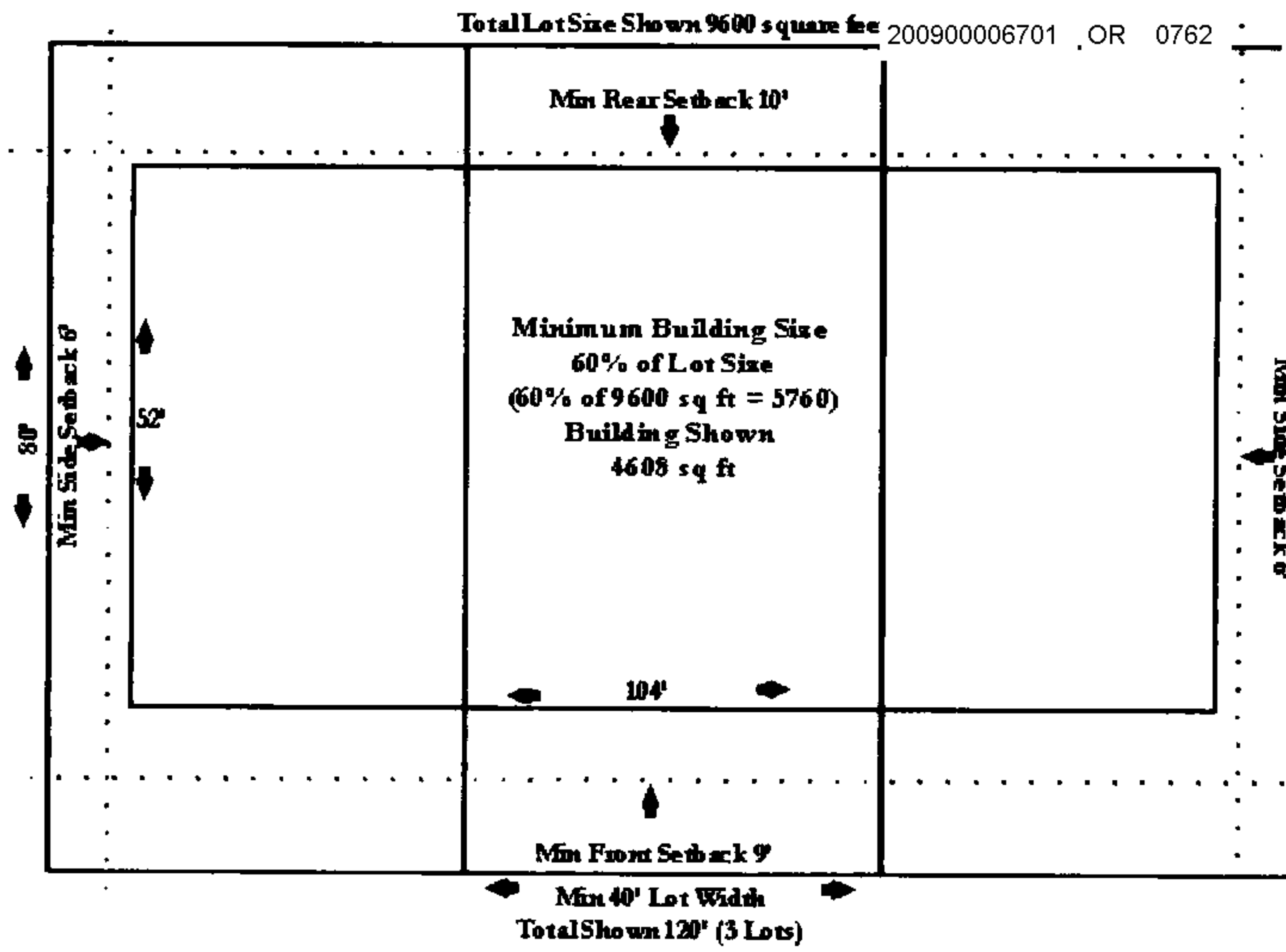
5.2.5. Development Standards. New construction is required to meet the following basic standards, as shown in Table 5.4. (next page) , unless incentives have been granted by

the Town in return for specific conditions (see Section 3, "Zoning Incentives").

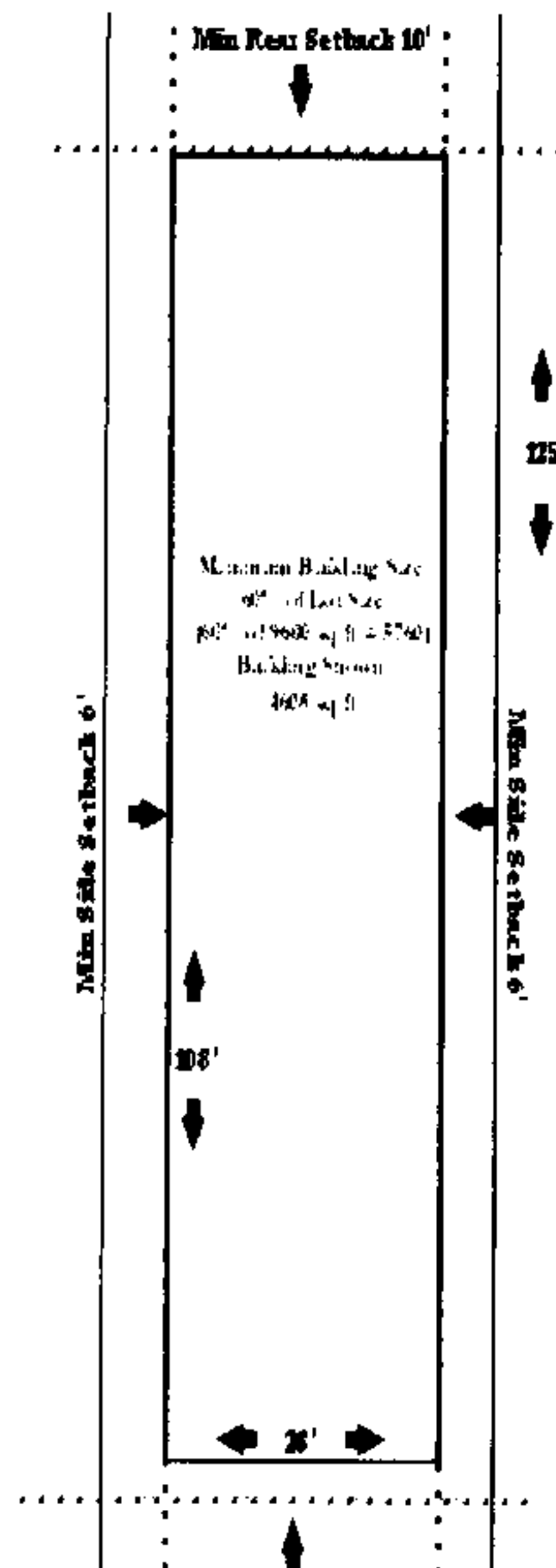
Following the table is an illustration of the standards applied to a multi-family structure and an illustration of the standards applied to a single-family dwelling unit.

Table 5.4. *Proposed* HDR Development Standards

Minimum lot size	5000 sq ft
Minimum lot width	40 ft
Front setback (build up to)	9 ft minimum, 12 ft maximum or average prevailing setback of 3 adjoining lots either side of the proposed lot.
Side setback	6 ft
Corner side yard	20 ft
Rear yard	10 ft
Maximum building size (% of total lot)	60%



Multi-Family Structure



Single-Family Dwelling Unit

5.2.6. Parking. All required parking facilities shall be located on the same lot as the building

served. Parking to the rear of the main structure is encouraged (see "Zoning Incentives" section following this). For all single- or two-family or multi-family dwellings erected after the adoption of this ordinance, two (2) off-street parking spaces shall be provided. In addition, all multi-family dwellings shall provide .25 spaces per dwelling unit for guest parking. Businesses shall provide one parking space for every 250 square feet of retail or office space.

5.2.7 Noise and light trespass. No commercial activity in the HDR shall constitute a noise or light nuisance to a residential property.

5.2.8 Signage. The following signs shall be allowed in HDR districts and are exempt from permits:

- A. House numbers
- B. Election signs
- C. Home occupation signs. One (1) unlighted sign less than two (2) square feet in size mounted on a wall of the principal building.
- D. Directional signs
- E. Parking and traffic signs
- F. Temporary construction signs
- G. Real estate marketing signs. One (1) sign per street frontage pertaining to the sale or lease of the premises. The sign shall have a maximum of six (6) square feet in surface area per side and be a maximum of three and one-half (3.5) feet high.
- H. Multi-family entry signs
- I. Multi-family identification signs

Businesses within HDRs shall have the ability to identify their operations by on-premise signs that are visible to passersby, but do not detract from the residential atmosphere of the area.

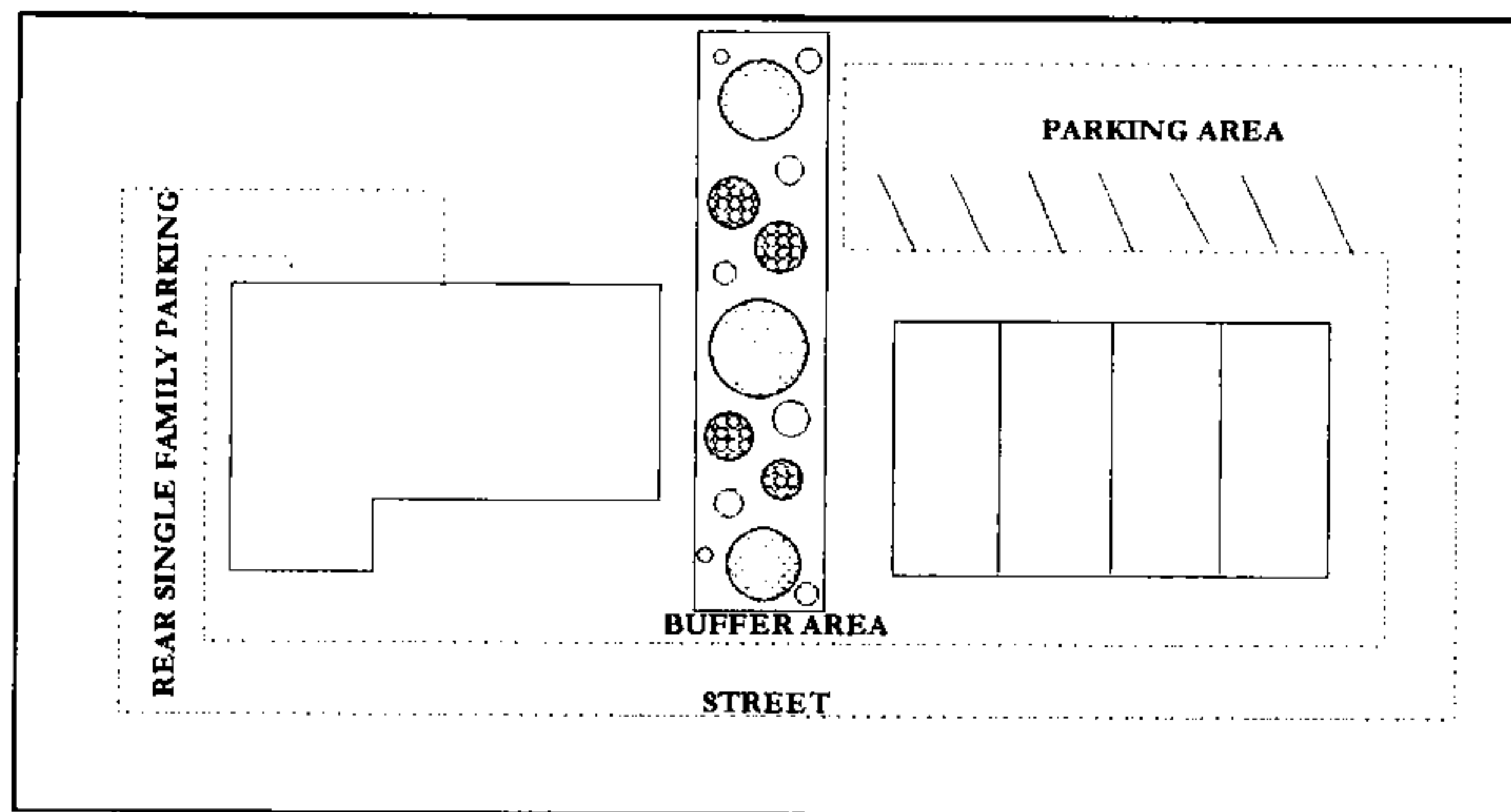
Business Signage General Guidelines

- A. The scale and proportions of the sign should take into account the scale and proportions of the building on which it is mounted.
- B. Size of individual signs should be limited to the extent necessary to prevent them from obscuring or competing with other elements of the building.
- C. All signs shall be designed in good taste and protect the character of the neighborhood in which it is placed.

- 5.2.9. Landscape and Buffers.** The landscaping and buffering requirements in the High Density Residential district (HDR) are intended to protect and preserve the appearance, character, safety and welfare of the neighborhoods. The arrangement of trees and shrubs shall be done in a manner that provides separation between multi-family residences and lower density housing (note drawing below).

Front yards and side yards of all dwellings that front on public streets shall be landscaped, except for the area that is devoted to driveways and off-street parking space.

Buffer Areas. Buffer areas are required in HDRs to screen high density residential development from adjacent lower density residential uses, thereby preventing land use incompatibilities. Buffer areas in the HDR shall be medium-density screen landscaping located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line; the diagram on the following page illustrates this approach. They shall not be located on any portion of an existing street or right-of-way; however, they may occupy part or all of any front, side, rear yard or setback required to separate nearby single-family residential areas from multi-family residential development.



Landscaping of on-site parking. The landscaping of the off-street parking facilities shall meet the following criteria:

- A. A landscape plan shall be submitted with the required site plan.
- B. Landscaping shall be located so it does not obscure traffic signs or fire hydrants, or obstruct driver's sight distance within the parking areas and at driveway entrances and exits.
- C. All plant material shall be installed to not alter the drainage patterns in the HDR districts.
- D. Landscaping shall be disbursed throughout the parking lot in order to break up large expanses of pavement.
- E. Minimum landscaping shall be one (1) canopy tree per every ten (10) spaces and one hundred (100) square feet of landscaping area per ten (10) spaces.
- F. Permeable areas are required to reduce the impacts of storm-water runoff created by development. Paving with impervious surfaces such as asphalt or concrete shall be limited to fifty (50) percent of the parking area surface.

5.2.10. Home Occupations. A home occupation, or home-based business, is that accessory use of a dwelling that shall constitute either entirely or partly the livelihood of a person living in the dwelling. Home-based businesses shall be subject to the following:

- A. The primary use of the dwelling unit must remain as a single-family residence. No more than twenty-five (25) percent shall be used for the purposes of a home occupation.
- B. A home occupation shall be conducted solely by resident occupants plus no more than three (3) additional full-time equivalent employees.
- C. There shall be no outside storage or processing. All activity must be conducted within a pre-existing structure.
- D. The activity produces no alteration or change in the residential character or outside appearance of the primary structure.
- E. No goods are located on site except for samples or designs produced on site.
- F. The activity shall be subject to all business licenses, revenue collection ordinance and other codes of the Town of Ridgeland and State of South Carolina.
- G. Activities specifically prohibited include repair or service of motor vehicles and other large equipment; service or manufacturing processes which would normally require industrial zoning; any activity which may become a nuisance due to noise, unsightly appearance, heat, glare, vibration, smoke, dust, electrical interference, unhealthy conditions or odor; and any activity which may affect surrounding property.
- H. There shall be no exterior display or signage allowed except for one (1) unlighted sign less than two square feet in size mounted on a wall of the principal building.
- I. There is no outside storage of goods or materials.

- J. No traffic or parking activity, sewerage or water use shall be generated by the activity in greater volumes than would normally be expected in a residential neighborhood; any need for parking generated by such home occupation shall be met off the street and other than in a required front yard.

5.3. Zoning Incentives

PURPOSE OF THE INCENTIVES

It is the purpose of this section to provide incentives to help achieve the Town of Ridgeland's planning and design goals of providing for new development and redevelopment that will mirror the community's existing patterns and structures and encourage a pedestrian-oriented environment. Zoning incentives are offered as opportunities to property owners and developers as a means to meet specific development goals while providing benefits to the community.

Such benefits shall not be considered an inherent right but shall be considered a privilege extended by the Town. Zoning incentives are designed to allow specific benefits to property owners, developers and end users of a property and not for the purpose of circumventing any other provisions of this ordinance.

For the purposes of this section, public benefit features are not considered to be the principal use on a zoning lot, but rather an accessory feature or use complimentary to the principal uses(s).

The incentives provide for increases in density or decreases in required parking, lot size, lot coverage or setbacks in exchange for the inclusion of one or more public benefit features, as listed below:

5.3.1 Exterior Design Density Incentive

Residential developments that restrict homes and accessory buildings to designs that reflect the traditional "Craftsman Cottage" features (see Section 4., following this for details) of the homes of the Town of Ridgeland are eligible to receive a density bonus of five (5) percent.

5.3.2 Traditional Grid Pattern Incentive

Residential developments that are designed as an extension of the Town of Ridgeland's traditional "grid" street pattern are eligible to receive a density bonus of ten (10) percent.

5.3.3 Pedestrian Walkways Incentive

Developments which install a system of pedestrian walkways that connect to the Town of Ridgeland's existing sidewalk circulation system are eligible to receive a density bonus of ten (10) percent. To be eligible for the density bonus, all inhabitable units within the development must be located within 500 feet of such a walkway.

5.3.4 Rear Garage/Alley Incentive

Residential developments that locate garages in rear yards are eligible for the following density bonuses:

- A. A twenty-five (25) percent reduction in front yard setbacks if garages are restricted to rear yards.
- B. A twenty-five (25) percent reduction in front yard setbacks and a five (5) percent density bonus if garages are restricted to rear yards and shared drives are utilized to access such garages.
- C. A twenty-five (25) percent reduction in front yard setbacks and a ten (10) percent density bonus if garages are restricted to rear yards and rear access alleys are utilized to access such garages.



Residential Development with Garages along Rear Alleys

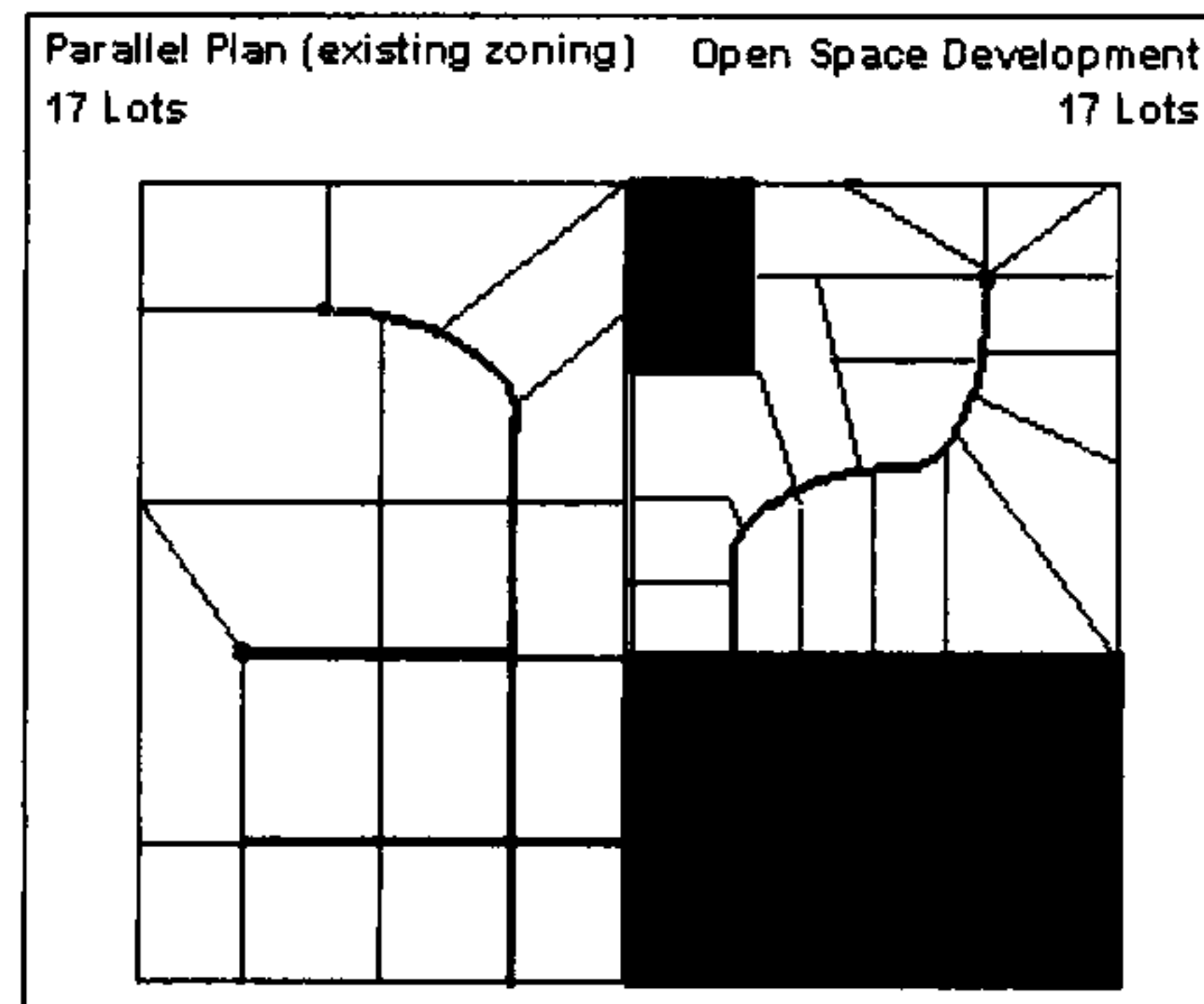


5.3.5 Housing Mix Incentive

Residential developments that provide a mix of housing sizes, including a minimum of fifteen (15) percent single-family homes of no more than 1000 square feet of living area shall be eligible for a ten (10) percent density bonus.

5.3.6 Open Space Incentive

Residential subdivisions that create more than five lots are eligible for the incentives set forth in this section. The number of dwelling units created in accordance with this regulation may not exceed the number which is theoretically possible according to the rules of the applicable zoning district. The maximum is determined by multiplying the total site acreage by the applicable maximum density (dwelling units per acre). In order to qualify for increased density based on the provision of common open space, the subdivision shall provide open space that is permanently preserved from development and is accessible to the general public.



Open space shall be designed to provide maximum preservation and enhancement of natural areas. Open space shall be preserved in useable spaces, and not as extensions of building lots, as oddly-sized and shaped lots or to dispose of land on which it is not feasible to build.

Residential developments that provide common open space shall be eligible for the following bonuses:

- A. A five (5) percent density bonus if fifteen (15) percent of the total acreage of the subdivision is dedicated open space.
- B. A ten (10) percent density bonus if twenty-five (25) percent of the total acreage of the subdivision is dedicated open space.

The incentives shall be granted if the following criteria are met:

- 1. To the maximum extent reasonably possible, open space parcels shall be contiguous with protected undeveloped land on adjacent parcels, in order to make the open space more useful to the community as part of a larger open space system;
- 2. To the maximum extent reasonably possible, open space parcels shall be located conveniently to the dwelling units they are intended to serve.
- 3. The ownership of the land, considered as Common Land, shall be separate and distinct and owned by all the landowners in the subdivision. It will be vested in a separate incorporated organization responsible for the use care and maintenance of the land as open space into perpetuity.

5.4 Craftsman Bungalow District Overlay Area (CBDOA)

The Craftsman Bungalow District Overlay Area (CBDOA) is zoned Low Density Residential or General Commercial and is designed to encourage the preservation, maintenance, restoration and enhancement of a significant group of homes dating from approximately 1915 to 1930. The Town of Ridgeland is fortunate to have so many of these distinctive American structures. They should be considered as potential tourism development resources; other communities throughout the US have taken this approach and have made such districts visitor destinations. Many have had them officially designated as Historic Districts.



From an advertisement for a Sears mail-order bungalow in 1926. The Sunbeam home cost \$2,707.

New development of both single-family and multi-family dwellings, as well as renovations, in this area will be encouraged to not directly imitate the design of the existing structures but to incorporate the predominant architectural scale and proportions and specific elements such as verandahs, rooflines, window size and placement, door styles and construction materials. Some of the key required design characteristics and possible variations include:

- Simple boxlike massing with a horizontal emphasis. Imaginative plan geometry and articulated plans that deviate from the rectangular box are permitted.
- Widely overhanging eaves;

- Rafters and ridge beams are usually exposed and extend beyond the wall and the roof;
- Generous porch and the porch can be a covered extension of the front gabled roof;
- Heavy columns or tapered posts on the porch, often with brick supports;
- Double-hung windows, sometimes with the top section divided into three or six sections.
- Broad gable or hipped main roof, typically 4:12. The roof pitch may be increased when tucking a second story living area under the roof.
- One or two large dormers;
- Horizontal wood siding, shingles, and stucco are the primary material. Brick is acceptable.
- Exterior paint colors conform to the samples palette on the following page:



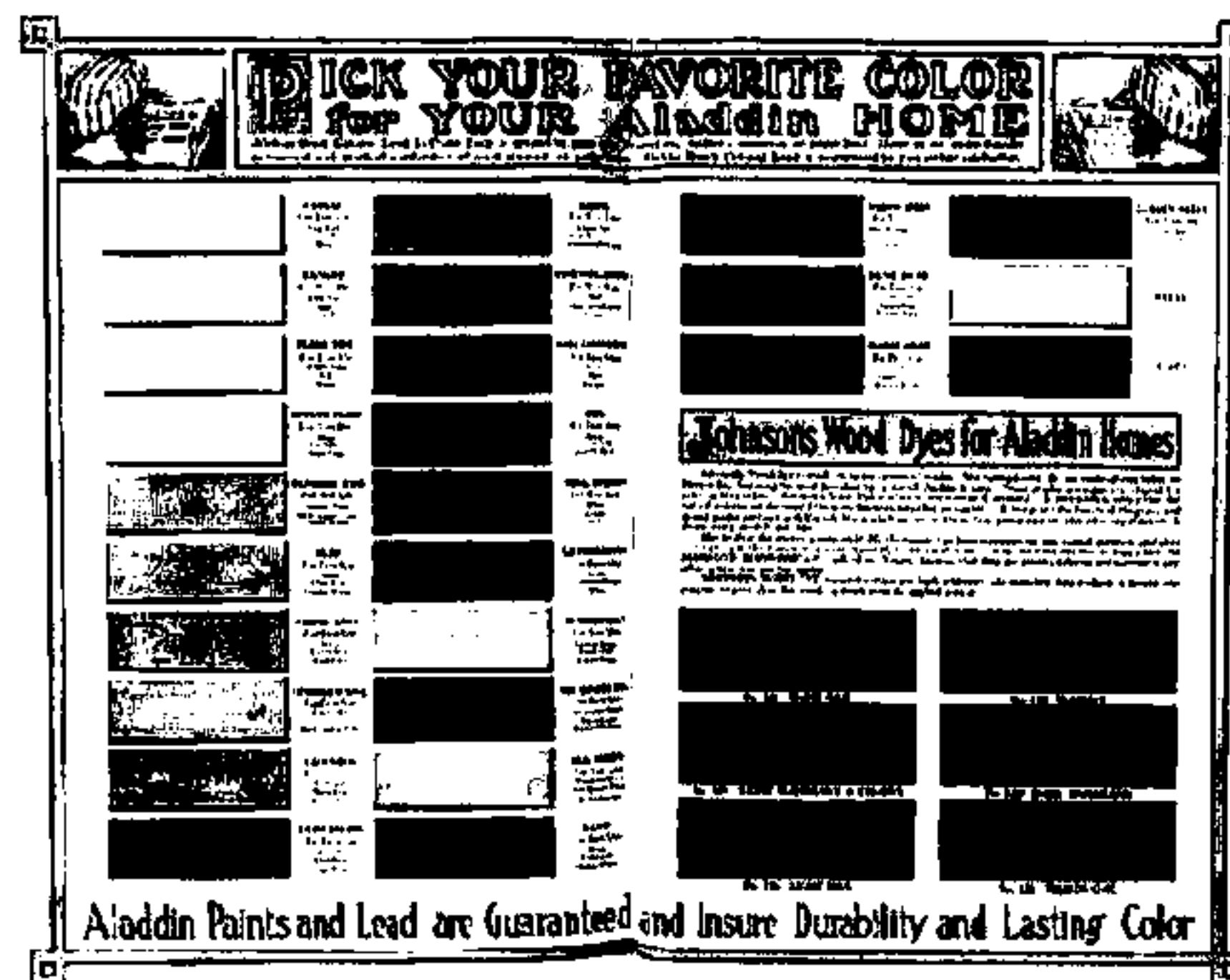
Porch



Roof Pitch and Dormer



Craftsman Color Palette



Historic Craftsman Color Samples

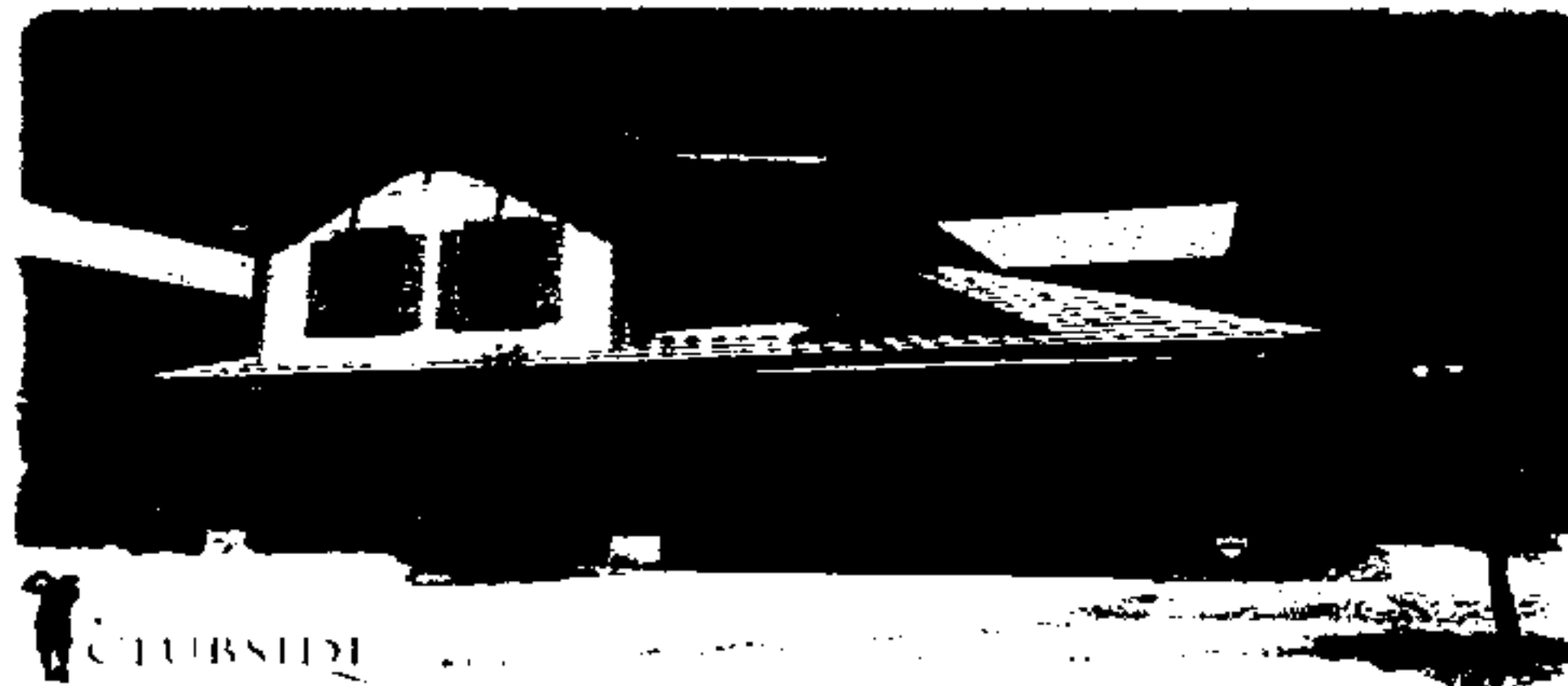
New Craftsman-Influenced Housing



Single-family



Multi-Family



Bed and Breakfast inns will be encouraged in this area.

ARTICLE VI. COMMERCIAL DISTRICTS

6.1. Central Business District (CBD)

The revitalized portion of Ridgeland's Central Business District continues to receive recognition from outside the area for its attractiveness and its commercial vibrancy. These special qualities and opportunities, however, need to be protected and enhanced by this zoning district. At the same time, the remaining area included within this district needs to be both regulated and improved in order to not jeopardize that success.

The policies and regulations contained within the CBD section of Ridgeland's *Zoning Ordinance* encourage pedestrian-oriented retail and service activities and a mix of residential and business activity in single buildings. The CBD zone discourages large commercial uses, industrial uses, and other uses that could threaten the economic and historic character of Ridgeland's downtown. In the Central Business District (CBD), the objectives are to maintain a pedestrian scale, to enhance the historic character of existing development and to encourage patronage of CBD businesses by residents of and visitors to Ridgeland.

Because of the special nature of this district and its continued significance to the community, the Town of Ridgeland's Architectural Review Process will be enhanced to implement the detailed regulations of this district by providing guidance and approval to any changes to existing facades and structures or new construction within the Central Business District.

- 6.1.1 Permitted Uses.** Retail sales are permitted in the CBD, unless otherwise specified. Other uses permitted outright, or permitted with conditions or as special exceptions in the CBD are shown in Table 6.1. Uses not listed in this table are not permitted in the CBD, but may be allowed by a determination of similarity by the Planning Commission. Off-street parking requirements are included here because they are essential to maintaining the character and appearance of Ridgeland's downtown commercial core.

Table 6.1. Permitted Uses and Off-Street Parking Requirements in the CBD

Use	Permitted	Conditional Use	Special Exception	Parking Required	Standard
Accessory Apartments		X		2 spaces	per dwelling unit
Assembly Hall			X	1 space	per 5 seats
Athletic Club		X		1 space	per 200 sq ft
Automatic Teller Machines	X			2 spaces	per machine
Bakery (on-site baking and sales)	X			1 space	per 200 sq ft
Bank	X			1 space	per 150 sq ft
Bar, Tavern	X			1 space	per 3 seats of capacity
Barber, Beauty Shop	X			2 spaces	per chair
Bed and Breakfast Inns	X			1 space	per room, plus 1 space per 250 sq ft of office space, plus spaces required for food and beverage facilities

Use	Permitted	Conditional Use	Special Exception	Parking Required	Standard
Bowling Alley, Skating Rink		X		5 spaces 1 space	Per lane per 150 sq ft
Brew Pub, Micro-brewery	X			1 space	per 3 seats of capacity
Cabinetmaking/Woodworking Shop		X		1 space	per 300 sq ft
Café, Restaurant	X			1 space	per 3 seats of capacity, plus 1 space per 150 sq ft of food prep area
Caterer	X			1 space	per 150 sq ft
Community Center		X		1 space	per 300 sq ft
Day Spas	X			1 space	per 150 sq ft
Farmer's Market	X			1 space	per 250 sq ft of open space
Hotel, Motel	X			1 space	per room, plus 1 space per 250 sq ft of office space, plus spaces required for food and beverage facilities
Museum	X			1 space	per 300 sq ft
Micro-retail (permanent structure)	X			1 space	per 150 sq ft
Multi-family Residential Structures	X			2.25 spaces	per dwelling unit
Offices—Business, Government, Professional	X			1 space	per 300 sq ft
Park, Playground	X			1 space	per 150 sq ft of open space
Parking Lot	X				
Public Safety and Public/Private Utility Structures			X	1 space	per 250 sq ft
Schools of Art, Dance, Music		X		1 space	per 250 sq ft
Schools—Public, Private, Commercial		X		1 space	per classroom and administrative office
Theatres	X				
Transportation Terminal		X		1 space	per 200 sq ft

6.1.2 Conditional Uses. The determination of compliance for conditional uses is the responsibility of the Planning Commission. Such uses shall be compatible with the type of uses permitted in the CBD; location and operation of designated conditional uses shall be subject to *review* to ensure that the proposed conditional use satisfies all relevant requirements of this ordinance and the following general criteria:

- A. The use is listed as a conditional use in the CBD zoning district;
- B. The use is consistent with those goals and policies of this Zoning Ordinance which apply to the proposed use;
- C. The parcel is suitable for the proposed use considering its size, shape, location, topography, existence of improvements and natural features;
- D. The proposed use will not alter the character of the CBD in a manner which substantially limits, impairs or prevents the use of surrounding properties for the permitted uses listed in the underlying zoning district; and
- E. The proposed use is appropriate, considering the adequacy of public facilities and services existing or planned for the area affected by the use.

In *approving* an application for a conditional use, the Planning Commission may impose conditions to protect the area surrounding the proposed use and to preserve the basic purpose and intent of the underlying zoning district. These conditions may include, but are not limited to, the following:

- A. Increasing the required parcel area or yard dimensions;
- B. Limiting the height, size, or location of buildings and structures;
- C. Controlling the location and number of vehicle access points;
- D. Increasing or decreasing the road width;
- E. Increasing the number of required off-street parking or loading spaces;
- F. Limiting the number, size, location or lighting of signs;
- G. Requiring fencing, screening, or landscaping to protect adjacent or nearby property;
- H. Prescribing exterior finish for buildings or additions thereto; and
- I. Designating areas and prescribing improvements for open space.

6.1.3 Accessory Uses. Accessory apartments are permitted only on the second floor or above or in the rear half of the ground floor of commercial structures.



6.1.4 Special Exceptions. Special exceptions shall also be reviewed by the Planning Commission for a determination of conformance. The review and approval procedures and the factors and conditions which will be evaluated by the Planning Commission are the same as those discussed in "Conditional Uses" (above).

6.1.5 Development Standards. New construction is required to meet the following basic standards, as shown in Table 6.2, unless incentives have been granted by the Town in return for specific conditions (see Section 3, "Zoning Incentives"). The "0 sq. ft." standards are shown because structures in the CBD may come up to the property lines and may immediately abut neighboring buildings.

Table 6.2. Development Standards

Minimum lot size	0 sq ft
Minimum lot width	0 ft
Front setback	0 ft
Side setback	0 ft
Corner side yard	0 ft
Rear yard	0 ft
Maximum building size (% of lot)	100%
Maximum stories	3

- 6.1.6 Signage.** Businesses within the Central Business District (CBD), which rely on daily traffic (motor vehicle and pedestrian), shall have the ability to identify themselves to potential customers by on-premises signs that are visible from the street and sidewalks, while preventing clutter and confusion.

Signs should be visible to pedestrians and motorists alike without causing distraction and potential danger. SCDOT standards for safety and visibility shall be followed.

Signs shall be maintained in good repair at all times and the messages on signs must be current.

The objectives for sign regulations in the CBD are:

1. To prevent the proliferation of signs that are distracting to motorists, reduce the effectiveness of traffic signs used for directing and warning the public and creating potential accidents.
2. To enable the public to locate goods, services, and facilities without excessive difficulty and confusion.
3. To prevent placement of signs that will conceal or obscure signs of neighboring businesses.
4. To encourage uniformity in sign number and size throughout the CBD.

General Requirements

- A. No sign shall be erected, altered, or reconstructed unless a sign permit has been issued by the Town. The exception is that one (1) sign real estate marketing sign per street frontage, pertaining to the sale or lease of the premises, is allowed without a permit. The sign shall have a maximum of thirty-two (32) square feet in surface area per side and be a maximum of five (5) feet high.
- B. Signs shall not be permitted where they obstruct motorist vision of regulatory signs, traffic control devices or street signs.
- C. Every sign shall be constructed and maintained in a manner consistent with the building code provisions and maintained in good structural condition at all times. The message must be kept current on all signs, except for historical signs.

- D. No sign shall be illuminated by other than a steady, continuous light; neither intermittent nor flashing illumination will be permitted. Illumination shall be located, shielded, and directed so as to not be directly visible from any public street or residentially zoned property at grade level. All artificial illumination shall be designed, located, shielded and directed as to illuminate only the sign face and to prevent the casting of glare or direct light upon adjacent residential property or streets.
- E. Signage on canopies, awnings, or marquees shall be limited to the name of or type of business only, and may not contain any other message without permission of the Planning Commission.
- F. No signs shall be placed in the Central Business District, except those listed below.
- G. No billboards or large marquees shall be placed within the District in order to preserve the historical character of the area.
- H. No building components, such as the entire masonry façade, the transom panel area, an awning or a window shall be partially painted or covered to serve as a background for sign lettering. A metal plaque or wood sign not exceeding nine (9) square feet in area is permitted below the transom level.
- I. No attention-getting devices, including pennants, streamers, festooned lights, "whirligigs," nor any sign which is designed to be moved by the wind shall be permitted, except once a year for a period not to exceed seven (7) days.
- J. One flag display, consisting of three (3) flags, displayed according to proper flag protocol on a maximum of three (3) poles, is permitted for each business property in the CBD.

Size of Signs

- A. The scale and proportions of the sign should take into account the preservation of the architectural character of the CBD and the building on which it is mounted.
- B. The size of individual signs should be limited to the extent necessary to prevent them from obscuring or competing with other elements of the building.
- C. All signs shall be designed in good taste and reflect the architectural character of the CBD.
- D. The only types of signs that shall be permitted in this district are those listed below:

Types of Signs

- 1. **Wall Signs** shall be fixed flat against the wall of a building or on the face of a marquee wall. Signs shall be installed parallel to the building façade.



2. ***Pole Mounted Signs shall meet the following criteria:***

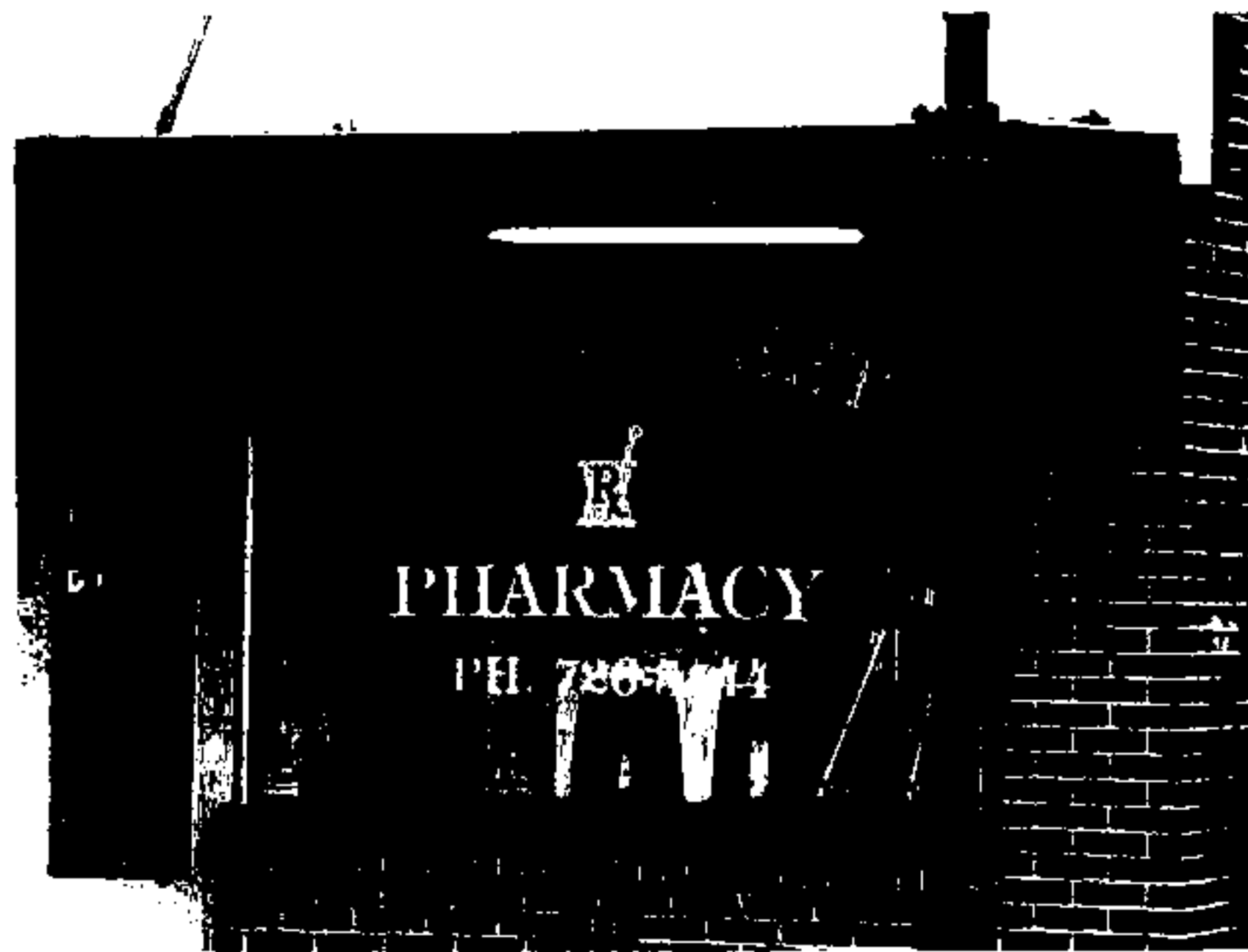


- a. The maximum size of pole mounted size shall be twelve (12) inches wide and twenty-four (24) inches tall with a thickness of no more than three-quarter ($\frac{3}{4}$) inches.

b. The maximum lettering on the signs shall be no more than two (2) inches high and conform to the font style of the other signs within the CBD.

c. The sign should be mounted at about seven (7) feet on the pole so as not to cause undue injury to passing pedestrians.

3. **Window Signs** shall be placed on the interior side of the building. Signs painted on glass windows are allowed, provided that the letter height does not exceed twelve (12) inches and that only black, bronze, gold or white letters are used.



4. **Sandwich Boards** are the only portable signs that shall be permitted. If there is not sufficient space on the business property, they may be placed in the sidewalks subject to the following requirements:
- a. Signs shall not exceed three (3) feet six (6) inches in height and three (3) feet in width.
 - b. Signs shall be placed on the property as far as possible from the entrance to minimize encroachment.

- c. If placement of the sign on the sidewalk is necessary the sign shall not cover more than twenty-five (25) percent of the width of the sidewalk.
- d. Placement of the signs shall not impede normal traffic flow or passage of handicapped persons.
- e. Signs shall be situated on or immediately adjacent to the subject property unless the Town grants approval for variance.

5. **Canopy Signs.** Canopy or awning signs shall meet the following criteria:

- a. A sign message on a canopy or awning shall contain only the name of the business and/or the type of business, type of goods sold, or services rendered. Each business is permitted up to one (1) sign hung under a canopy or awning provided the message on the sign is perpendicular to the building and the sign is at least eight and one half (8-1/2) feet above the surface of the sidewalk and is no more than four (4) square feet in size. If a wall sign is not used, a business is permitted to use up to one (1) canopy or awning sign.
- b. Signage on the canopy or awning sign shall be limited to no greater than one-half of the area bounded by the edges of the canopy or awning not including any drip flap or vertical fascia surface. If signage is only found in fringe drip-flap portion of the canopy, the entire portion of said area shall be utilized for signage.

6. **Free-standing off premises signs** (signs not located on the premises of the business or other organization indicated or advertised thereon) shall be permitted under the following conditions:

- a. There shall not be more than one (1) sign per lot, except on a corner lot,

where two (2) signs, one facing each street shall be permitted.

- b. No off premises sign may be located closer than one thousand (1,000) feet in

any direction of another off-premises sign.

- c. All of the criteria for on-premises signs specified in the section above shall also be met.

6.1.7 **Non-Conforming Signs.** Signs existing at the time of the enactment of this ordinance and not conforming to the provisions herein, but which were constructed in compliance with previous regulations and ordinances, shall be regarded as non-conforming signs and subject to the following regulations:

1. Any sign constructed after the adoption date of this ordinance and which is found to exist in violation of this ordinance shall be declared to be illegally non-conforming and shall be removed after thirty (30) days notice. If the owner or lessee fails to remove the sign during the permitted time, then the town or independent contractor secured by the town shall remove the sign and the ensuing charges shall be assessed to the owner or lessee.

2. Non-conforming signs shall not be structurally enhanced or modified so as to prolong the life of the sign.
3. No changes in the existing non-conforming signs shall be allowed except for those repairs which are necessary to keep the sign in good working order.
4. Non-conforming signs must be brought into conformance at the time of an application for site plan approval.
5. All non-conforming signs are required to be brought into compliance within three (3) years from the adoption of this ordinance, or when there is a change in business ownership, type or name, or if the sign becomes damaged to an amount greater than fifty (50) percent of its replacement cost. Signs which have a value greater than two thousand (\$2000) dollars at the time of the passage of the ordinance shall be depreciated at the rate of one thousand (\$1000) dollars per year and removed when fully depreciated. The monetary value to be depreciated shall be the assessed value according to the Jasper County Tax Assessors office.

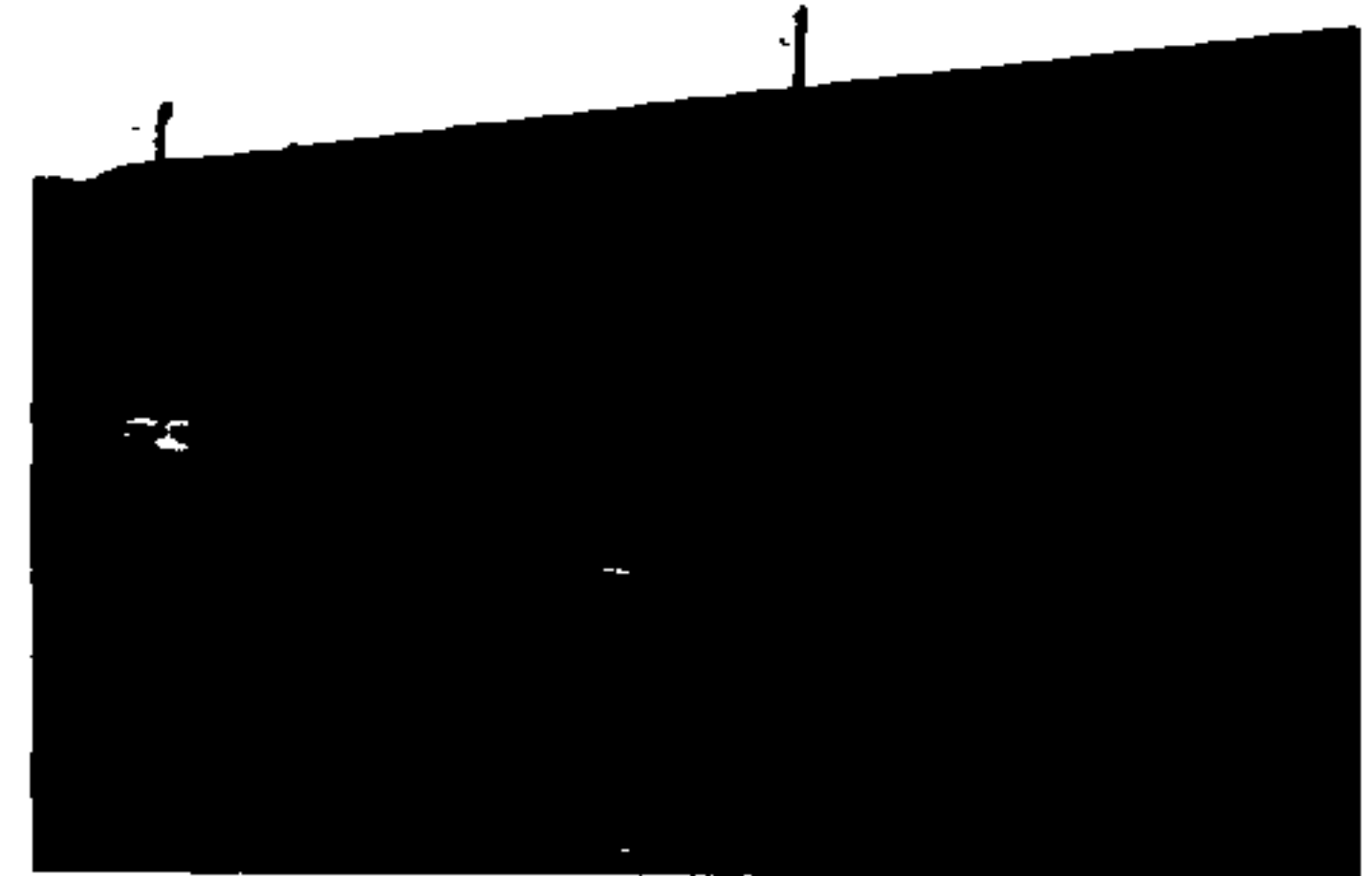
6.1.8 Landscape and Buffers. Landscaping in the CBD is intended to protect and preserve the appearance and character of the district. It should be maintained and enhanced along Main Street and Jacob Smart Boulevard, around the key CBD intersections along those thoroughfares and the areas of designated off-street parking. Buffers are required for any off-street parking areas within the CBD in order to soften the impact of development.

The landscaping required for the CBD shall provide shade to pedestrians, improve the appearance of the district, and to promote a balance between nature and the built environment. Within the CDB, street trees used in small gardens along the sidewalks benefit pedestrians and businesses.

Landscaping of off-street parking: The landscaping of the off-street parking facilities shall meet the following criteria (listed after photos):



Permitted

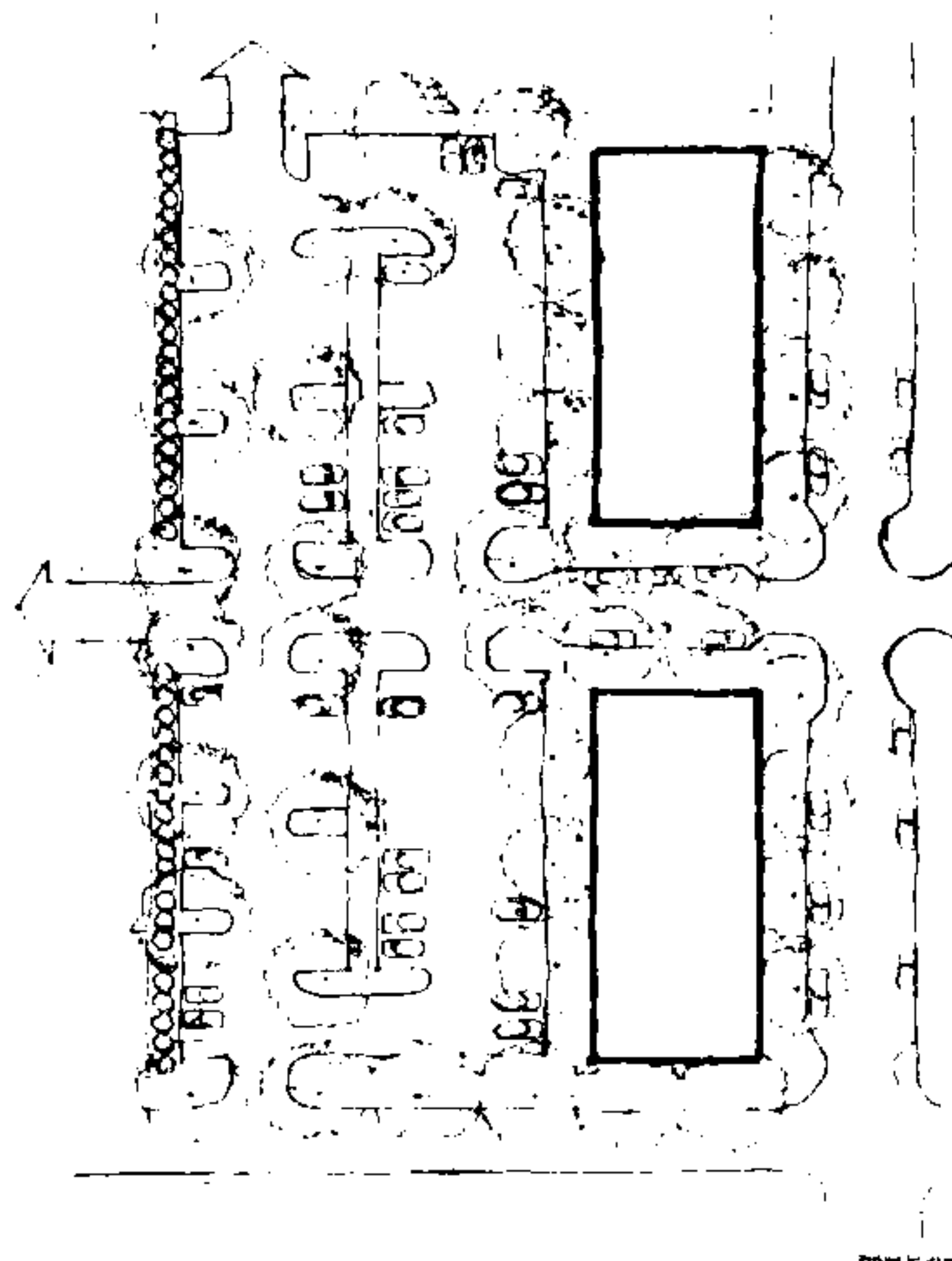


NOT Permitted

1. A landscape plan shall be submitted with the required site plan.
2. Landscaping shall be located so it does not obscure traffic signs or fire hydrants, or obstruct driver's sight distance within the parking areas and at driveway entrances and exits.

3. All plant materials shall be installed as to not alter drainage patterns in the CBD.
4. Landscaping shall be disbursed throughout the parking lot in order to break up large expanses of pavement.
5. Minimum landscaping will include one (1) canopy tree per every five (5) spaces and one hundred (100) square feet of landscaping area per five (5) spaces.
6. Permeable areas are required to reduce the impact of storm water run-off created by development. Paving with impervious surfaces (which are those that do not absorb water and include concrete and asphalt) shall be limited to fifty (50) percent of the parking area surface.

Buffers: Due to the nature and character of the Central Business District, the layout of the streets and the proximity of neighboring businesses, buffers shall only be required around off-street parking areas. A buffer is a portion of land usually in the form of linear strips maintained with natural or installed landscaping used to soften the impact of development. Buffers shall be located on the outer perimeter of the off-street parking facilities and contain grasses, shrubs and trees. The buffers shall be low-density screens intended to add to the beauty and character of the town while providing spatial separation between the parking area and the businesses. The buffer area shall be a minimum width of five (5) feet. The buffer area shall consist of a combination of twelve (12) ornamental shrubs, two (2) under story trees and landscaped grass areas, or other appropriate ground cover, per one hundred (100) linear feet. The shrubs may be clustered to ensure their survival. A sample site plan is illustrated by the diagram on the following page.



6.1.9 Special Stipulations

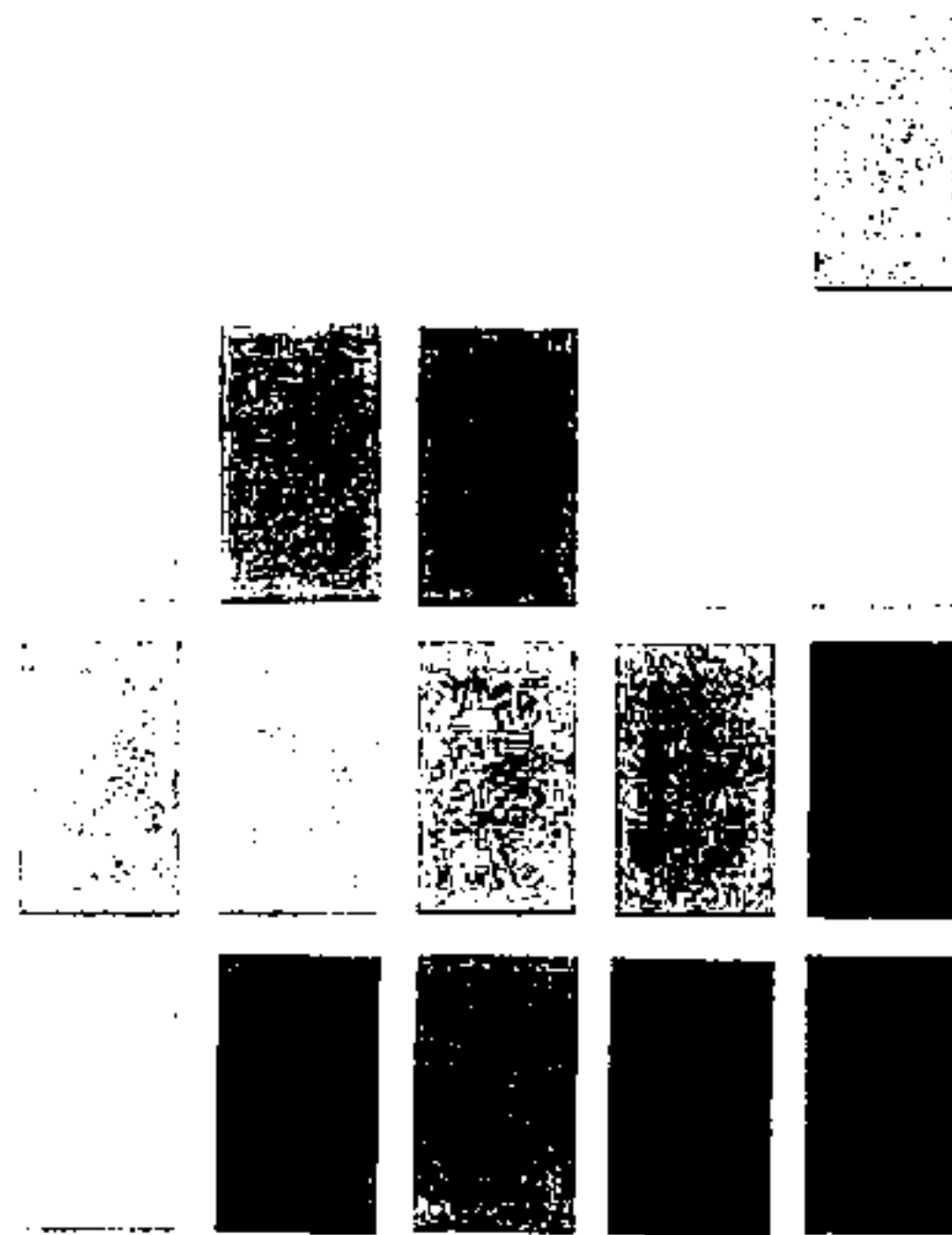
A. Façade Standards

1. No wiring on building facades in the CBD shall be allowed unless concealed in conduit. Normal weather head installations are permitted. Compliance with applicable electrical codes is required.
2. No ground floor canopies, marquis, fins, metal awnings or other similar building projections which extend more than twelve (12) inches over the public right-of-way shall be allowed. Exceptions to this standard may be determined by the Town.
3. No unused and non-decorative metal hooks, clips, angles, cables, rods, brackets or frames shall be allowed on building facades.
4. No non-masonry paneled area covering original brickwork or masonry shall be allowed except that which is recessed in the original transom area. Exceptions to this standard may be determined by the Codes Enforcement Officer.
5. Unpainted brickwork on building façades shall remain unpainted and shall be maintained properly and kept in a neat and clean appearance.
6. No damaged or deteriorated windows shall be allowed. No window shall be painted over or permanently boarded up. Plastic cannot be used to replace glass in windows.
7. The entire building façade shall be maintained with proper finishes. Metal surfaces, except anodized aluminum or copper, shall be painted or otherwise finished. Painted surfaces shall be maintained in good repair with a neat and clean appearance without flaking, chipping or discoloration.
8. Buildings may furnish, install and maintain canvas and metal awnings, frames and canopies of a scale and design appropriate for the building. Reinforced vinyl fabric is considered canvas and is also acceptable. The following color standards must be adhered to.



B. Color Standards

1. The main body of a building façade shall be painted in a "Light Tone." "Light Tones" are tints and hues of natural colors such as beige, tan, white, off-white, gray or pewter. A masonry façade shall be painted in a flat finish.
2. The trim of a building façade shall be painted in a "Light Tone" or "Craftsman Color." "Craftsman Colors" are muted tones, tints and hues shown in the sample Craftsman palette on the following page.



Craftsman Colors

3. No building trim or façade shall be painted or otherwise finished in a fluorescent color such as pink, turquoise or lime green or in a pure or nearly pure primary or secondary color such as bright red, yellow, blue, orange, green or violet.
4. Canvas and metal awnings and canopies may be in a solid or striped color and shall not be allowed in a fluorescent color.
5. No painted graphics shall be allowed on a building façade, canopy or awning; no striping shall be allowed on building facades. Excepted from this, at the discretion of the Town, are original graphics and artwork.

C. Demolition of buildings and building facades within the CBD.

The pattern of buildings and building facades which exist in the Town of Ridgeland's CBD contributes greatly to the architectural character of the CBD and overall quality of life in the Town of Ridgeland. The demolition of building facades, as well as buildings, in the CBD would result in breaks in the pattern of continual buildings and said breaks would contribute to blight and other conditions which would be detrimental to the historic character of the CBD,

values of properties located in the CBD, and central business revitalization efforts.

1. All requests for demolition permits for buildings located in the CBD shall be accompanied by a plan which details efforts which will be taken to preserve or replace the existing building facade.
2. No demolition permit shall be issued for buildings located in the CBD until acceptable facade preservation or new construction plans have been approved by

Town Administration.
3. A performance bond in the estimated amount of replacement facade construction

cost shall be posted with the Town of Ridgeland prior to issuance of a

demolition

permit.

D. New construction within the CBD. The construction of new buildings or building facades shall be architecturally compatible with existing facades in the CBD.

6.2 CBD Zoning Incentives

It is the purpose of this section to provide incentives to help achieve policies and regulations contained within the CBD section of Ridgeland's *Zoning Ordinance* that encourage pedestrian-oriented retail and service activities and a mix of residential and business activity in single buildings. The CBD zone discourages large commercial uses, industrial uses, and other uses that could threaten the economic and historic character of Ridgeland's downtown. In the Central Business District (CBD), the objectives are to maintain a pedestrian scale, to enhance the historic character of existing development and to encourage patronage of CBD businesses by residents of and visitors to Ridgeland.

Zoning incentives are offered as opportunities to property owners and developers as a means to meet specific development goals for the CBD while providing benefits to the community. They apply to both new development and redevelopment.

Such benefits shall not be considered an inherent right but shall be considered a privilege extended by the Town. Zoning incentives are designed to allow specific benefits to property owners, developers and end users of a property and not for the purpose of circumventing any other provisions of this ordinance.

For the purposes of this section, public benefit features are not considered to be the principal use on a zoning lot, but rather an accessory feature or use complimentary to the principal uses(s).

The incentives provide for increases floor area ratio or decreases in required parking in exchange for the inclusion of one or more public benefit features, as listed below:

6.2.1 Rear Parking Incentive.

Developments in the CBD that provide required parking exclusively in the rear yard are eligible to receive a ten (10) percent reduction of required parking.

6.2.2 Additional Landscaping Incentive.

Developments in the CBD that provide landscaping and buffering above the minimum requirements of this ordinance are eligible for a floor area ratio (FAR) bonus of up to ten (10) percent and a parking reduction of up to ten (10) percent.

6.2.3 Pedestrian Interconnection/Sidewalk Incentive.

Developments in the CBD that retrofit existing sites without pedestrian interconnection to adjacent sidewalks are eligible for a floor area ratio (FAR) bonus of up to ten (10) percent and a parking reduction of up to ten (10) percent.

6.2.4 Exterior Design Density Incentive.

CBD developments that restrict structures to designs that reflect the traditional appearance of Ridgeland's Central Business District are eligible to receive a floor area ratio (FAR) bonus of up to five (5) percent.

6.2. GENERAL COMMERCIAL DISTRICT (GCD)

The General Commercial District is designed to encourage the formation and continuance of a compatible and economically healthy commercial environment for businesses, services, and professional uses and to discourage industrial and other uses that could adversely affect the functioning of commercial districts.

6.2.1 Permitted Uses. Retail sales and offices are permitted in the GCD, unless otherwise specified. Other uses permitted outright, or permitted with conditions or as special exceptions in the GCD are shown in Table 6.3.

Table 6.3. Permitted Uses and Off-Street Parking Requirements in the GCD

Use	Permitted	Conditional Use	Special Exception	Parking Required	Standard
Accessory apartments		X		2 spaces	per unit
Amusement Centers	X			4 spaces	per 250 sq ft
Animal hospital	X			1 space	per 250 sq ft
Athletic Club, sports lessons	X			1 space	per 200 sq ft
Assembly Hall	X			1 space	per 5 seats
Automatic teller machines	X			1 space	per 150 sq ft
Automotive sales, rental, parts and service		X		1 space	per 150 sq ft
Bank		X		1 space	per 150 sq ft
Bar, tavern	X			1 space	per 3 seats
Barber, beauty shop	X			2 spaces	per chair
Bottle gas sales, storage, distribution		X		1 space	per 2000 sq ft, and 1-15'X30' loading space
Bowling Alley, skating rinks	X			5 spaces 1 space	per alley and per 100 sq ft
Brew-on-premises store, brew pub	X			1 space	per 3 seats of

Table 4. Development Standards

Use	Permitted	Conditional Use	Special Exception	Parking Required	Standard
Day care	X			2 spaces	per classroom, plus 1 space per 150 sq ft of floor space
Dwelling units, single- or multi-family	X			2 spaces	per unit
Equipment and material storage yards	X			1 space	per 3000 sq ft
House of worship			X	1 space	per 3 seats
Hotel, motel	X			1 space	per room, plus 1 space per 250 sq ft, and space for food and beverage facilities
Laundry, self-service	X			1 space	per 250 sq ft.
Micro-retail (permanent structure)	X			1 space	per 150 sq ft
Mortuary, cemetery, crematorium	X			1 space	per 50 ft of assembly rooms and parlors
Museum	X			1 space	per 300 sq ft
Nursery, greenhouse (commercial)	X			1 space	per 2000 sq ft, plus 1-15'x30' loading space
Nursing home, assisted living facility	X			1 space	per residential or bedroom facility, and 1 space per 150 sq ft of office space

Open air market, produce market, farmer's market (permanent and seasonal)	X			1 space	per 250 square foot of open space
Park, playground	X			1 space	per 150 sq ft of open space
Parking lot	X				
Personal and business services	X			1 space	per 300 sq ft
Professional offices, including medical, real estate	X			1 space	per 300 sq ft
Public safety and public/private utility structures		X		1 space	per 250 sq ft
Recreational facility		X		1 space	per 300 sq ft
School of art, dance, music	X			1 space	per 250 sq ft
Schools, public, private, commercial			X	1 space	per classroom and administrative office
Sewerage disposal/treatment plant			X	1 space	per 250 sq ft
Shopping center		X		1 space	per 200 sq ft
Storage facility, mini-warehouse		X		1 space	per 3000 sq ft
Theatres	X			1 space	per 3 seats
Telecommunication towers			X		

6.2.2 Conditional Uses. The determination of compliance for conditional uses is the responsibility of the Planning Commission. Such uses shall be compatible with the type of uses permitted in the areas designated GCD; location and operation of designated conditional uses shall be subject to *review* to ensure that the proposed conditional use satisfies all relevant requirements of this ordinance and the following general criteria:

F. The use is listed as a conditional use in the GCD zoning district;

G. The use is consistent with those goals and policies of this Zoning Ordinance which apply to the proposed use;

- H. The parcel is suitable for the proposed use considering its size, shape, location, topography, existence of improvements and natural features;
- I. The proposed use will not alter the character of the GCD in a manner which substantially limits, impairs or prevents the use of surrounding properties for the permitted uses listed in the underlying zoning district; and
- J. The proposed use is appropriate, considering the adequacy of public facilities and services existing or planned for the area affected by the use.

In *approving* an application for a conditional use, the Planning Commission may impose conditions to protect the area surrounding the proposed use and to preserve the basic purpose and intent of the underlying zoning district. These conditions may include, but are not limited to, the following:

- J. Increasing the required parcel area or yard dimensions;
- K. Limiting the height, size, or location of buildings and structures;
- L. Controlling the location and number of vehicle access points;
- M. Increasing or decreasing the road width;
- N. Increasing the number of required off-street parking or loading spaces;
- O. Limiting the number, size, location or lighting of signs;
- P. Requiring fencing, screening, or landscaping to protect adjacent or nearby property;
- Q. Prescribing exterior finish for buildings or additions thereto; and
- R. Designating areas and prescribing improvements for open space.

6.2.3 Special Exceptions. Special exceptions shall also be reviewed by the Planning Commission for a determination of conformance. The review and approval procedures and the factors and conditions which will be evaluated by the Planning Commission are the same as those discussed in "Conditional Uses" (above).

6.2.4 Development Standards. New construction is required to meet the following basic standards, as shown in Table 6.4. , unless incentives have been granted by the Town in return for specific conditions (see Section on “Zoning Incentives”).

Table 6.4. General Commercial District

Minimum lot size	6,000 sq ft
Minimum lot width	50 ft
Front setback	35 ft
Side setback	0 ft
Corner side yard	20 ft

6.2.5 Signage. It is the intent of this section to ensure that businesses in the General Commercial

District which rely on transient traffic, shall have the ability to identify their businesses to

potential customers using signs, both on the structures and on-premises near frontage roads

and intersections, while preventing clutter and confusion.

Signs shall be maintained in good repair at all times and the message on signs must be current.

General Requirements

- A. No sign shall be erected, altered, or reconstructed unless a sign permit has been issued by the Town of Ridgeland. The exception is that one (1) sign real estate marketing sign per street frontage, pertaining to the sale or lease of the premises, is allowed without a permit. The sign shall have a maximum of thirty-two (32) square feet in surface area per side and be a maximum of five (5) feet high.
- B. Signs shall not be permitted where they obstruct motorist vision of regulatory signs, traffic control devices or street signs.
- C. Every sign shall be constructed and maintained in a manner consistent with the building code provisions and maintained in good structural condition at all times. The message must be kept current on all signs, except for historical signs.
- D. No sign shall be illuminated by other than a steady, continuous light; neither intermittent nor flashing illumination will be permitted. Illumination shall be located, shielded, and directed so as to not be directly visible from any public street or residentially zoned property at grade level. All artificial illumination shall be designed, located, shielded and directed as to illuminate only the sign face and to prevent the casting of glare or direct light upon adjacent residential property or streets.
- E. Signage on canopies, awnings, or marquees shall be limited to the name of or type of business only, and may not contain any other message without permission of the Planning Commission.
- F. No signs shall be placed in the General Commercial District, except those listed below.
- G. Any off-premises signs shall be places, with the Planning Commission's permission, on roadway and must meet the respective district guidelines.
- H. No attention-getting devices, including pennants, streamers, festooned lights, "whirligigs," nor any sign which is designed to be moved by the wind shall be permitted, except once a year for a period not to exceed seven (7) days.

- I. One flag display, consisting of three (3) flags, displayed according to proper flag protocol on a maximum of three (3) poles, is permitted for each business property in the GCD.

The only types of signs that shall be permitted in this district are those listed on the following page:

Types of Signs

A. **Wall Signs** shall be fixed flat against the wall of a building or on the face of a marquee wall. Signs shall be installed parallel to the building façade.

B. Ground-Mounted Signs

1. Businesses with a minimum building setback of twenty (20) feet from the fronting right-of-way shall be permitted the use of a ground mounted sign in addition to any other permitted signage.
2. The maximum height of such signs shall not exceed five (5) feet. The maximum area for such signs shall be no more than thirty-five (35) square feet.

C. **Window Signs** shall be placed on the interior side of the building. Signs painted on glass windows are allowed, provided that the letter height does not exceed six (6) inches and that only black, bronze, gold or white letters are used.

D. **Canopy Signs.** Canopy or awning signs shall meet the following criteria:

1. A sign message on a canopy or awning shall contain only the name of the business and/or the type of business, type of goods sold, or services rendered. Each business is permitted up to one (1) sign hung under a canopy or awning provided the message on the sign is perpendicular to the building and the sign is at least eight and one half (8-1/2) feet above the surface of the sidewalk and is no more than four (4) square feet in size. If a wall sign is not used, a business is permitted to use up to one (1) canopy or awning sign.

2. Signage on the canopy or awning sign shall be limited to no greater than one-half of the area bounded by the edges of the canopy or awning not including any drip flap or vertical fascia surface. If signage is only found in fringe drip-flap portion of the canopy, the entire portion of said area shall be utilized for signage.

E. **Free-standing off premises signs** (signs not located on the premises of the business or other organization indicated or advertised thereon) shall be permitted under the following conditions:

1. Free-standing signs are allowed one (1) square foot of sign face per lineal foot of street frontage for the first 100 feet; and ½ square foot of sign for each lineal foot in excess of one hundred (100) feet, up to a maximum of three hundred (300) square feet.

2. One (1) free-standing sign is allowed for each developed site, lot or parcel. Where a site or parcel fronts on more than one (1) street, one (1) additional free-standing sign permitted for each additional street upon which it fronts, provided the additional signs each face different streets.

3. Where two (2) or more detached buildings occupy the *same* lot or parcel, each may have one (1) free-standing sign, provided the total area does not exceed the allowable limits specified by the Ordinance, based on the total lineal street frontage of the site or parcel on which they are to be located.

4. Where two (2) or more attached businesses or buildings occupy the same site or parcel, i.e., shopping center, only one (1) free-standing sign for the aggregate businesses shall be permitted per street frontage.

F. **Non-Conforming Signs.** Signs existing at the time of the enactment of this ordinance and not conforming to the provisions herein, but which were constructed in compliance with previous regulations and ordinances, shall be regarded as non-conforming signs and subject to the following regulations:

1. Any sign constructed after the adoption date of this ordinance and which is found to exist in violation of this ordinance shall be declared to be illegally non-conforming and shall be removed after thirty (30) days notice. If the owner or lessee fails to remove the sign during the permitted time, then the city or independent contractor secured by the city shall remove the sign and the ensuing charges shall be assessed to the owner or lessee.

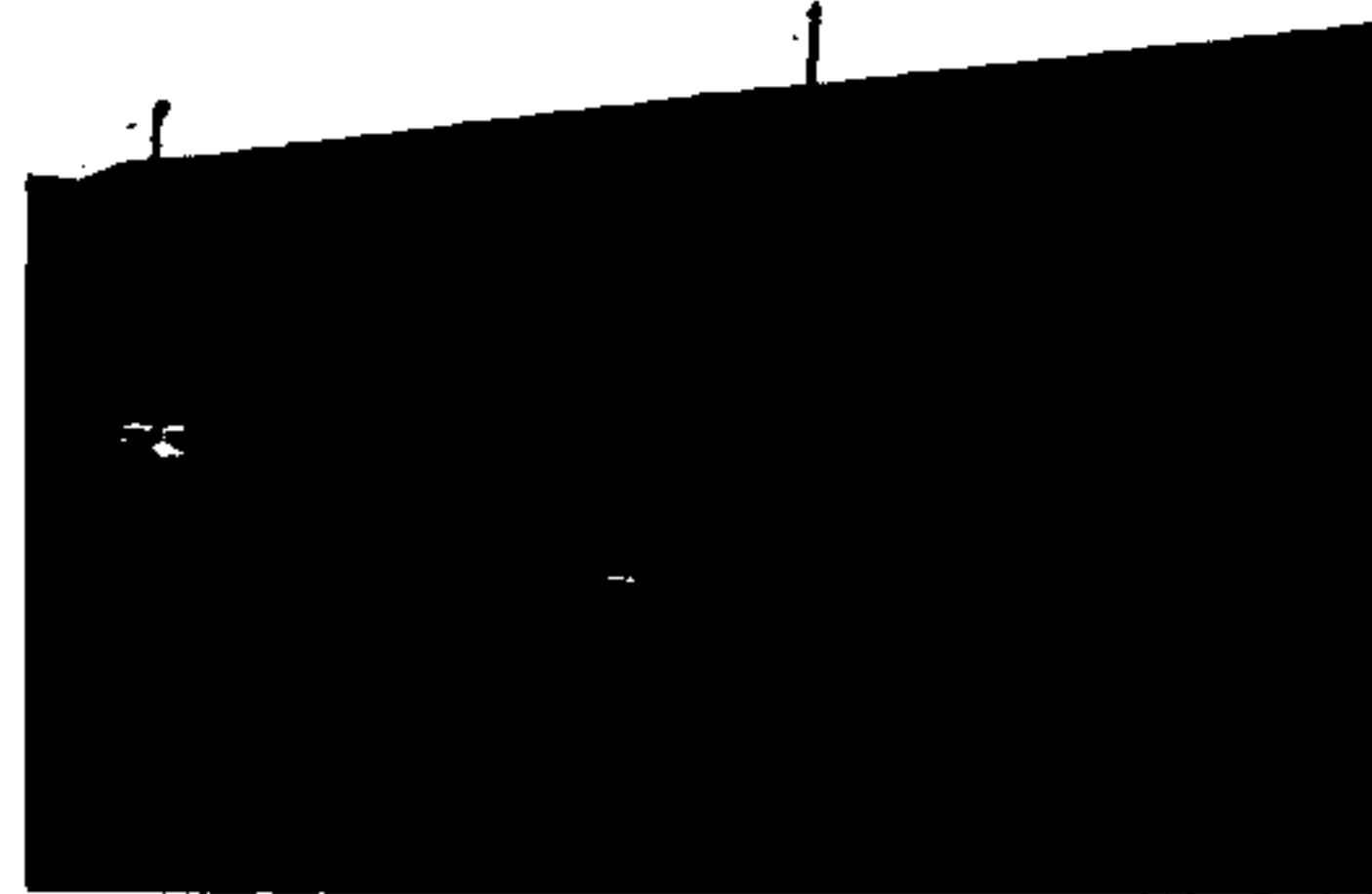
2. Non-conforming signs shall not be structurally enhanced or modified so as to prolong the life of the sign.
3. No changes in the existing non-conforming signs shall be allowed except for those repairs which are necessary to keep the sign in good working order.
4. Non-conforming signs must be brought into conformance at the time of an application for site plan approval.
5. All non-conforming signs are required to be brought into compliance within three (3) years from the adoption of this ordinance, or when there is a change in business ownership, type or name, or if the sign becomes damaged to an amount greater than fifty (50) percent of its replacement cost. Signs which have a value greater than two thousand (\$2000) dollars at the time of the passage of the ordinance shall be depreciated at the rate of one thousand (\$1000) dollars per year and removed when fully depreciated. The monetary value to be depreciated shall be the assessed value according to the Jasper County Tax Assessor's office.

6.2.6 Landscape and Buffers. Landscaping in the General Commercial District is intended to create spatial separation between businesses without interfering with traffic flow and pedestrian safety.

Landscaping of off-street parking: The landscaping of the off-street parking facilities shall meet the following criteria (listed after photos):



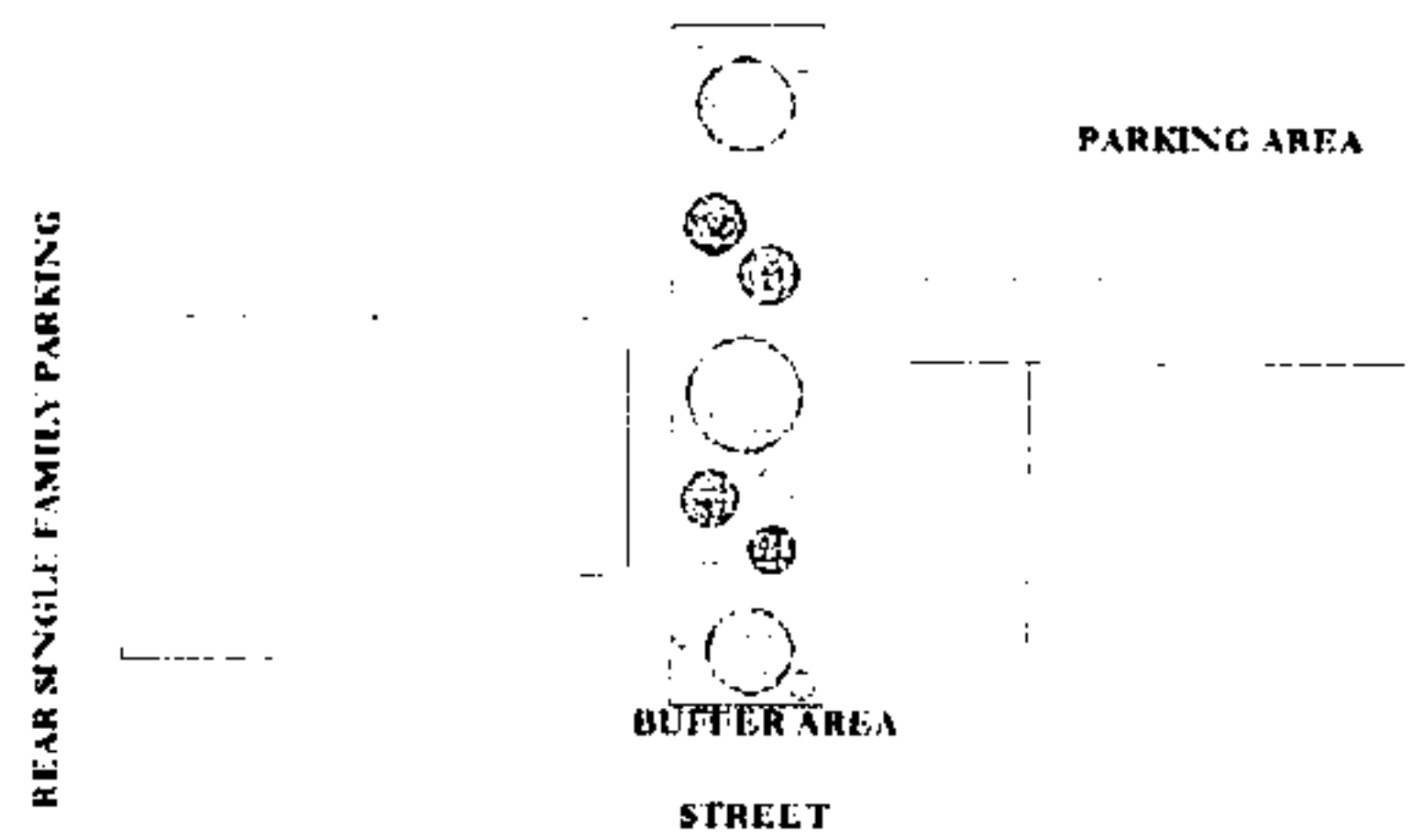
Permitted



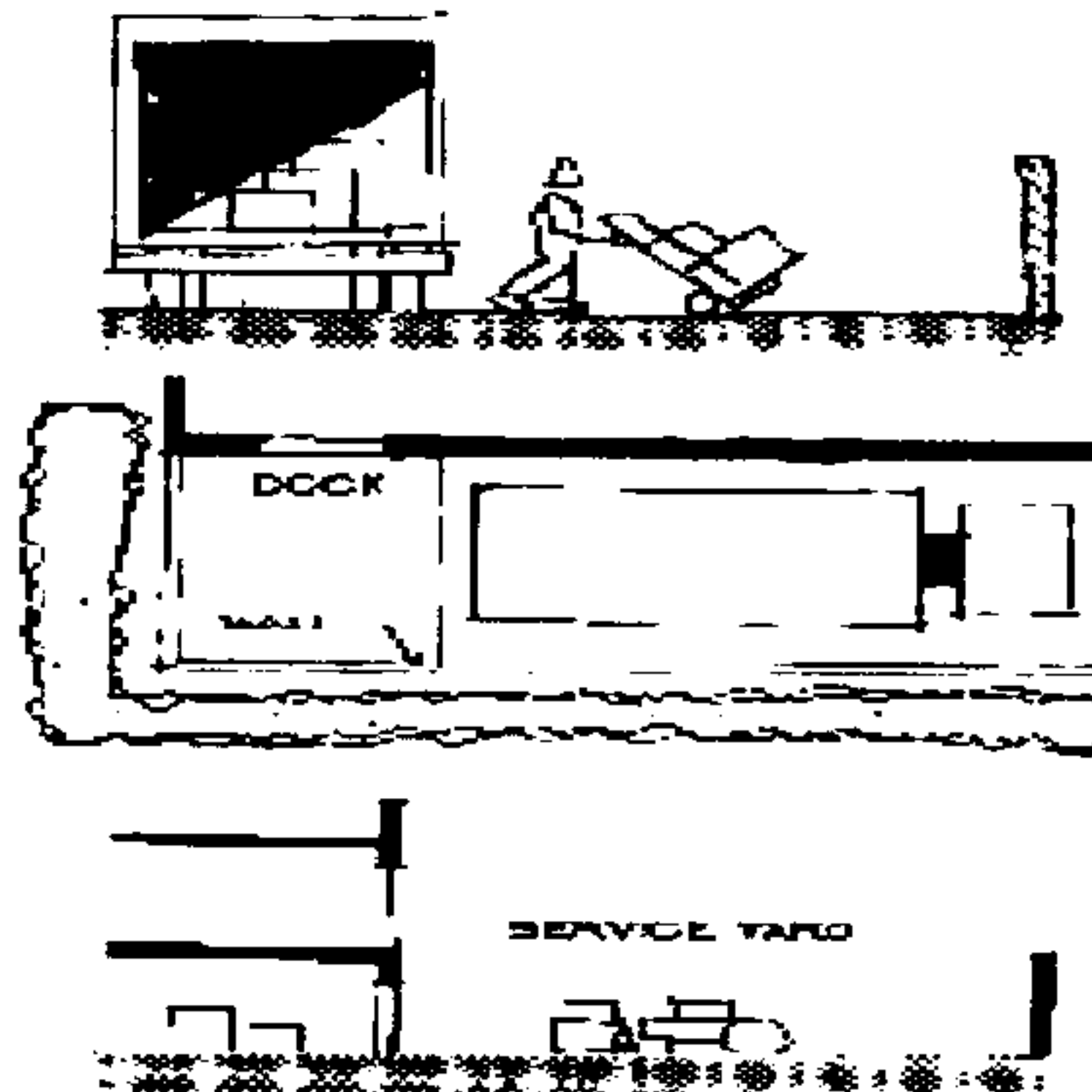
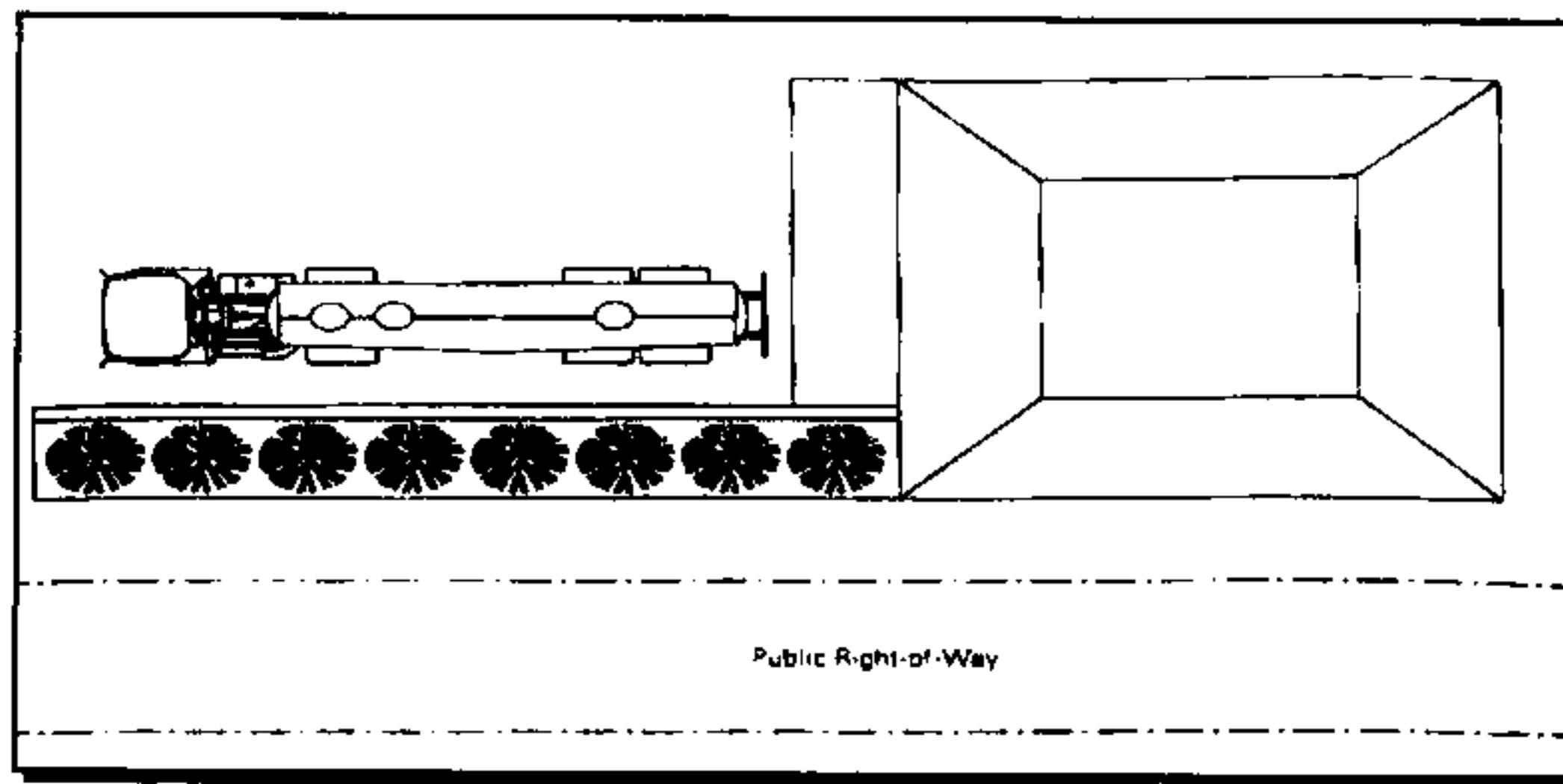
NOT Permitted

7. A landscape plan shall be submitted with the required site plan.
8. Landscaping shall be located so it does not obscure traffic signs or fire hydrants, or obstruct driver's sight distance within the parking areas and at driveway entrances and exits.
9. All plant materials shall be installed as to not alter local drainage patterns.
10. Landscaping shall be disbursed throughout the parking lot in order to break up large expanses of pavement.
11. Minimum landscaping will include one (1) canopy tree per every five (5) spaces and one hundred (100) square feet of landscaping area per five (5) spaces.
12. Permeable areas are required to reduce the impact of storm water run-off created by development. Paving with impervious surfaces (which are those that do not absorb water and include concrete and asphalt) shall be limited to fifty (50) percent of the parking area surface.

Buffer Areas: Buffer areas are required in GCDs to screen commercial development from adjacent residential uses, thereby preventing land use incompatibilities. Buffer Areas shall include a solid fence to screen the commercial activities from Single Family and High Density Residential areas.



6.2.7 Loading. All loading must be done from the rear of the General Commercial District structure. Loading from the rear of the business shall be screened to prevent intrusion upon neighboring residential districts. The following diagrams demonstrate this.



6.3 GCD Zoning Incentives

Zoning incentives are offered as opportunities to property owners and developers as a means to meet specific development goals for the Town of Ridgeland while providing benefits to the community. They apply to both new development and redevelopment.

Such benefits shall not be considered an inherent right but shall be considered a privilege extended by the Town. Zoning incentives are designed to allow specific benefits to property owners, developers and end users of a property and not for the purpose of circumventing any other provisions of this ordinance.

For the purposes of this section, public benefit features are not considered to be the principal use on a zoning lot, but rather an accessory feature or use complimentary to the principal uses(s).

The incentives provide for increases floor area ratio or decreases in required parking in exchange for the inclusion of one or more public benefit features, as listed below:

6.3.1 Rear Parking Incentive.

Developments in the GCD that provide required parking exclusively in the rear yard are eligible to receive a ten (10) percent reduction of required parking.



Parking at Rear = More Retailing Space in Front

6.3.2 Shared Parking Incentive

Developments in the GCD are eligible for a fifteen (15) percent density bonus if parking is restricted to rear yards and shared drives are utilized to access such parking.

6.3.3 Additional Landscaping Incentive.

Developments in the GCD that provide landscaping and buffering above the minimum requirements of this ordinance are eligible for a floor area ratio (FAR) bonus of up to ten (10) percent and a parking reduction of up to ten (10) percent.

6.3.4 Pedestrian Interconnection/Sidewalk Incentive.

Developments in the GCD that retrofit existing sites that do not presently provide sidewalks or other walkways to connect to adjacent sidewalks are eligible for a floor area ratio (FAR) bonus of up to ten (10) percent and a parking reduction of up to ten (10) percent when they add the pedestrian connection.

6.4 HIGHWAY COMMERCIAL DISTRICT (HCD)

The Highway Commercial District encourages the development of large commercial buildings, retail centers, hotels, and other similar activities along major thoroughfares and away from residential, Central Business District and other activities that could be adversely affected by the large volumes of traffic these types of uses generate.

- 6.4.1 Permitted Uses.** Retail stores are permitted in the HCD, unless otherwise specified. Other uses permitted outright, or permitted with conditions or as special exceptions in the HCD are shown in Table 6.5.

Table 6.5. Permitted Uses

Use	Permitted	Conditional Use	Special Exception
Accessory Apartments		X	
Agriculture, horticulture, silviculture		X	
Amusement Centers	X		
Amusement Parks, Miniature Golf, Driving Ranges	X		
Animal Hospital	X		
Assembly Hall	X		
Automatic Teller Machines	X		
Automotive Sales, Rentals, Parts, Service	X		
Bank	X		

Bar, Tavern	X		
Barber, Beauty Shop	X		
Bottle Gas Sales, Storage, Distribution		X	
Bowling Alley, Skating Rinks		X	
Brew Pub, Micro-brewery	X		
Cabinetmaking/Woodworking Shop		X	
Café, Restaurant, Drive-In	X		
Campground, Private	X		
Carwash	X		
Caterer	X		
Clinic, Public or Private		X	
Commercial Dental, Medical, Optical Laboratory		X	
Community Center	X		
Convenience Store, With Gasoline	X		
Day Care Center	X		
Equipment and Material Storage Yards	X		
House of Worship		X	
Hotel, Motel	X		
Kennels		X	
Laundry (self-service)	X		
Use	Permitted	Conditional Use	Special Exception
Mortuary, Cemetery, Crematorium	X		
Museum	X		
Nursery, greenhouse (commercial)	X		
Nursing Home, Assisted Living Facility	X		
Offices—Business, Government, Professional	X		
Open Air Market		X	
Park, Playground	X		
Parking Lot	X		
Pawn Shops, Currency Exchange,	X		

Check Cashing			
Public Safety and Public/Private Utility Structures			X
Recreational Facility		X	
Schools—Public, Private, Commercial		X	
Single-family and Multi-family Residential Structures	X		
Shopping Center	X		
Storage Facility, Mini-warehouse		X	
Theatres	X		
Welding Shop	X		

6.4.2 Conditional Uses. The determination of compliance for conditional uses is the responsibility of the Planning Commission. Such uses shall be compatible with the type of uses permitted in areas zoned; location and operation of designated conditional uses shall be subject to *review* to ensure that the proposed conditional use satisfies all relevant requirements of this ordinance and the following general criteria:

- A. The use is listed as a conditional use in the HCD zoning district;
- B. The use is consistent with those goals and policies of this Zoning Ordinance which apply to the proposed use;
- C. The parcel is suitable for the proposed use, considering its size, shape, location, topography, existence of improvements and natural features;
- D. The proposed use will not alter the character of the HCD in a manner which substantially limits, impairs or prevents the use of surrounding properties for the permitted uses listed in the underlying zoning district; and
- E. The proposed use is appropriate, considering the adequacy of public facilities and services existing or planned for the area affected by the use.

In *approving* an application for a conditional use, the Planning Commission may impose conditions to protect the area surrounding the proposed use and to preserve the basic purpose and intent of the underlying zoning district. These conditions may include, but are not limited to, the following:

- A. Increasing the required parcel area or yard dimensions;
- B. Limiting the height, size, or location of buildings and structures;

- C. Controlling the location and number of vehicle access points;
- D. Increasing or decreasing the road width;
- E. Increasing the number of required off-street parking or loading spaces;
- F. Limiting the number, size, location or lighting of signs;
- G. Requiring fencing, screening, or landscaping to protect adjacent or nearby property;
- H. Prescribing exterior finish for buildings or additions thereto; and
- I. Designating areas and prescribing improvements for open space.

6.4.3 Special Exceptions. Special exceptions shall also be reviewed by the Planning Commission for a determination of conformance. The review and approval procedures and the factors and conditions which will be evaluated by the Planning Commission are the same as those discussed in "Conditional Uses" (above).

Table 6.6. Development Standards

Minimum lot size	6,000 sq ft
Minimum lot width	50 ft
Front setback	35 ft
Side setback	0 ft
Corner side yard	20 ft
Rear yard	15 ft
Maximum building size (% of total lot)	45%

Maximum stories	NA

6.4.4 Signage. It is the intent of this section to ensure that businesses in the Highway Commercial District shall have the ability to identify their businesses to potential customers. Signs shall be maintained in good repair at all times and the messages on signs must be current.

General Requirements

- A. No sign shall be erected, altered, or reconstructed unless a sign permit has been issued by the City's Codes Enforcement Officer. The exception is that one (1) sign real estate marketing sign per street frontage, pertaining to the sale or lease of the premises, is allowed without a permit. The sign shall have a maximum of thirty-two (32) square feet in surface area per side and maximum of five (5) feet high.
- B. Signs shall not be permitted where they obstruct motorist vision of pedestrians, regulatory signs, traffic control devices or street signs.
- C. Every sign shall be constructed and maintained in a manner consistent with the building code provisions and maintained in good structural condition at all times. The message must be kept current except for historical signs.
- D. No sign shall be illuminated by other than a steady, continuous light, neither intermittent nor flashing illumination will be permitted. Illumination shall be located, shielded, and directed so as to not be directly visible from any public street or residentially zoned property at grade level. All artificial illumination shall be so designed, located, shielded and directed as to illuminate only the sign face and to prevent the casting of glare or direct light upon adjacent residential property or streets.
- E. Signage on canopies, awnings, or marquees shall be limited to the name of or type of business only, and may not contain any other message without permission of the Planning Commission.
- F. No signs shall be placed in the Highway Commercial District, except those listed below.
- G. Any off-premises signs shall be placed, with the Planning Commission's permission, on roadways outside of the HCD in other districts and must meet those districts' guidelines.
- H. No attention-getting devices, including pennants, streamers, festooned lights, "whirligigs," nor any sign which is designed to be moved by the wind shall be permitted, except once a year for a period not to exceed seven (7) days.

General Guidelines

- A. The scale and proportions of the sign should take into account the scale and proportions of the building on which it is mounted.
- B. Size of individual signs should be limited to the extent necessary to prevent them from obscuring or competing with other elements of the building.
- C. All signs shall be designed in good taste and protect the character of the neighborhood in which it is placed.
- D. The only types of signs that shall be permitted in this district are those listed below:

Types of Signs

- A. **Wall Signs** shall be fixed flat against the wall of a building or on the face of a marquee wall. Signs shall be installed parallel to the building façade.

B. Ground-Mounted Signs

Businesses with a minimum building setback of twenty (20) feet from the fronting right-of-way shall be permitted the use of a ground mounted sign in addition to any other permitted signage. The maximum height of such signs shall not exceed twenty (20) feet. The maximum area for such signs shall be no more than thirty-two (32) square feet.

- C. **Window Signs** shall be placed on the interior side of the building. Signs painted on glass windows are allowed, provided that the letter height does not exceed six (6) inches and that only black, bronze, gold or white letter is used.

- D. **Canopy Signs.** Canopy or awning signs shall meet the following criteria:

- 1. A sign message on a canopy or awning shall contain only the name of the business and/or the type of business, type of goods sold, or services rendered. Each business is permitted up to one (1) sign hung under a canopy or awning provided the message on the sign is perpendicular to the building and the sign is at least eight (8) and one half (8-1/2) feet above the surface of the sidewalk and is no more than four (4) square feet in size. If a wall sign is not used, a business is permitted to use up to one (1) canopy or awning sign.

2. Signage on the canopy or awning sign shall be limited to no greater than one-half (1/2) of the area bounded by the edges of the canopy or awning not including any drip flap or vertical fascia surface. If signage is only found in fringe drip-flap portion of the canopy, the entire portion of said area shall be utilized for signage.

E. Free-standing on-premises signs shall meet the following criteria:

1. Free-standing signs are allowed one (1) square foot of sign face per lineal foot of street frontage for the first one hundred (100) feet; and one half (1/2) square foot of sign for each lineal foot in excess of one hundred (100) feet, up to a maximum of three hundred (300) square feet.
2. One (1) free-standing sign is allowed for each developed site, lot or parcel. Where a site or parcel fronts on more than one (1) street, one (1) additional free-standing sign permitted for each additional street upon which it fronts, provided the additional signs each face different streets.
3. Where two (2) or more detached buildings occupy the *same* lot or parcel, each *may* have one (1) free-standing sign, provided the total area does not exceed the allowable limits specified by the Ordinance, based on the total lineal street frontage of the site or parcel on which they are to be located.
4. Where two (2) or more attached businesses or buildings occupy the same site or parcel, i.e., shopping center, only one (1) free-standing sign for the aggregate businesses shall be permitted per street frontage.

F. Free-standing off-premises signs. Signs not located on the premises of the business or other organization indicated or advertised thereon shall be permitted under the following conditions:

1. There shall not be more than one (1) sign per lot, except on a corner lot, where two (2) signs, one facing each street, shall be permitted.
2. No off-premises sign may be located closer than one thousand (1,000) feet in any direction of another off-premises sign.
3. All of the criteria for on-premises signs specified in the section above shall also be met.

G. Non-Conforming Signs. Signs existing at the time of the enactment of this ordinance and not conforming to the provisions herein, but which were constructed in compliance with previous regulations and ordinances, shall be regarded as non-conforming signs and subject to the following regulations:

1. Any sign constructed after the adoption date of this ordinance and which is found to exist in violation of this ordinance shall be declared to be illegally non-conforming and shall be removed after thirty (30) days notice. If the owner or lessee fails to remove the sign during the permitted time, then the city or independent contractor secured by the city shall remove the sign and the ensuing charges shall be assessed to the owner or lessee.
2. Non-conforming signs shall not be structurally enhanced or modified so as to prolong the life of the sign.
3. No changes in the existing non-conforming signs shall be allowed except for those repairs which are necessary to keep the sign in good working order.
4. Non-conforming signs must be brought into conformance at the time of an application for site plan approval.
5. All non-conforming signs are required to be brought into compliance within three (3) years from the adoption of this ordinance, or when there is a change in business ownership, type or name, or if the sign becomes damaged to an amount greater than fifty (50) percent of its replacement cost. Signs which have a value greater than two thousand (\$2000) dollars at the time of the passage of the ordinance, shall be depreciated at the rate of one thousand (\$1000) dollars per year and removed when fully depreciated, the value to be determined by the assessed value according to the Jasper County tax assessor's office.

6.4.5 Landscape and Buffers. The landscaping and buffering requirements in the HCD are intended to create optimum spatial separation between businesses without interfering with traffic flow and pedestrian safety. Buffer areas are required in the Highway Commercial District to screen developments from adjacent land uses, thereby reducing nuisances and land use incompatibilities.

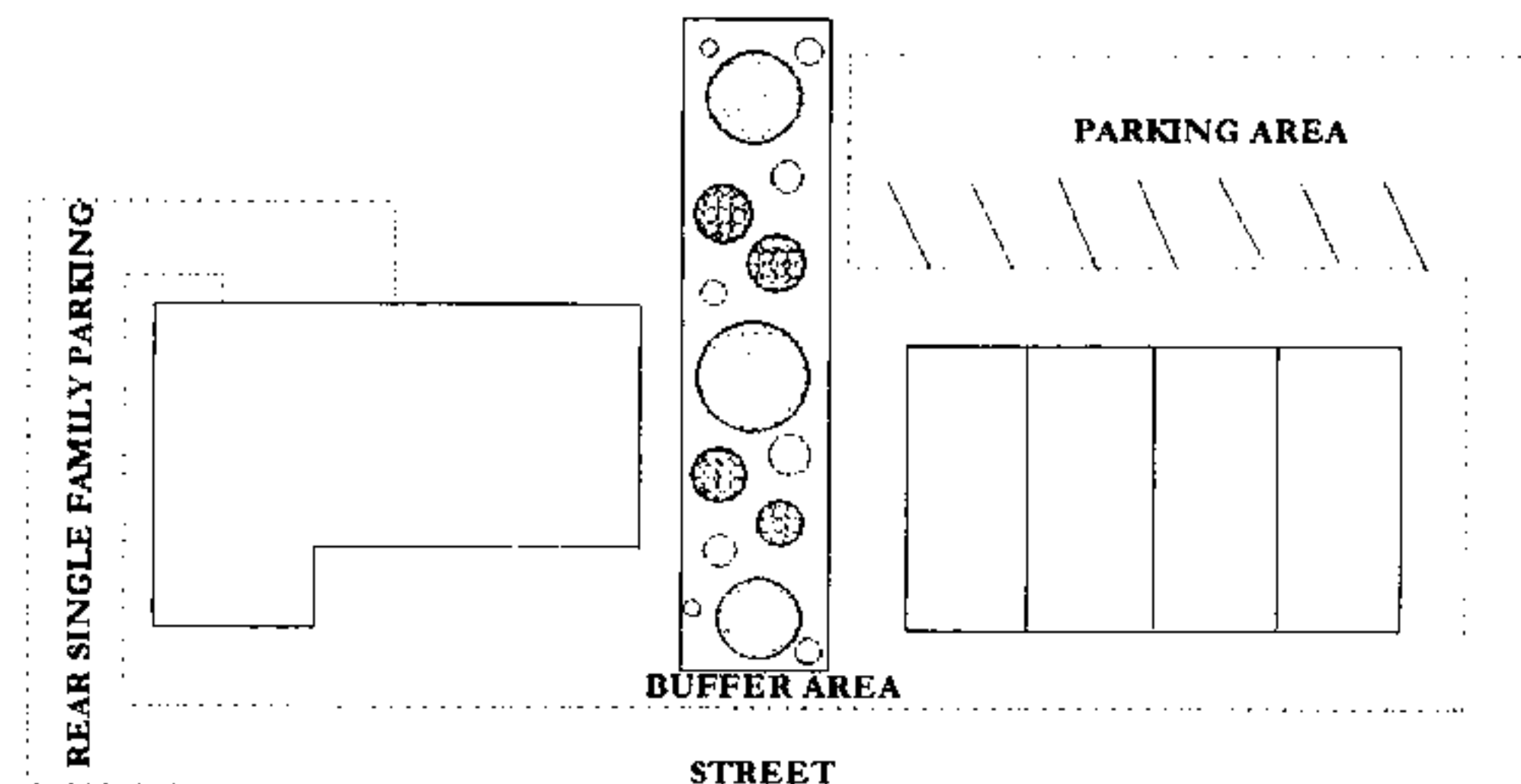
Landscaping of on-site parking: The landscaping of the off-street parking facilities shall meet the following criteria:

- A. A landscape plan shall be submitted with the required site plan.
- B. Landscaping shall be located so it does not obscure traffic signs or fire hydrants, or obstruct driver's sight distance within the parking areas and at driveway entrances and exits.
- C. All plant material shall be installed to not alter the drainage patterns in the HCD.
- D. Landscaping shall be disbursed throughout the parking lot in order to break up large expanses of pavement.
- E. Minimum landscaping shall be two (2) canopy trees per every ten (10) spaces and one hundred (100) square feet of landscaping area per ten (10) spaces.

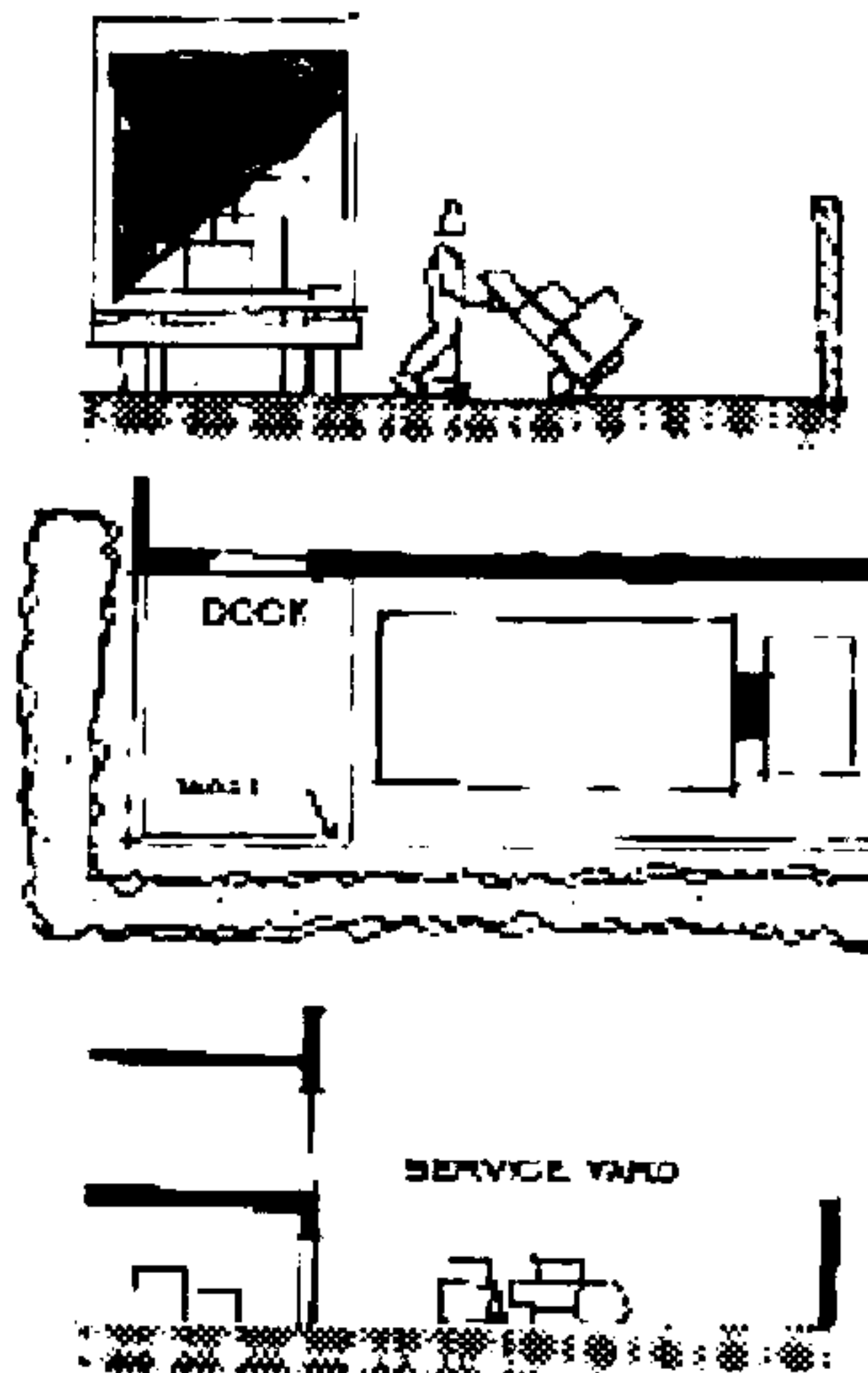
- F. Permeable areas are required to reduce the impacts of storm-water run-off created by development. Paving with impervious surfaces such as asphalt or concrete shall be limited to seventy-five (75) percent of the parking area surface.



Buffer Areas: Buffer areas in the HCD shall be maximum density screen landscaping, shown in the diagram below, located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line. The buffer areas shall not be located on any portion of an existing street or right-of-way causing distraction; however, they may occupy part or all of any front, side, rear yard or setback in order to create maximum spatial separation between land uses. Buffer Areas shall be a width of twenty-five (25) feet and include a solid fence to screen the commercial activities from Single Family and High Density Residential areas.



- 6.4.6 Loading.** All loading must be done from the rear of the Highway Commercial District structure. Loading from the rear of the business shall be screened to prevent intrusion upon neighboring residential districts.



6.5 HCD Incentives

Zoning

Zoning incentives are offered as opportunities to property owners and developers as a means to meet specific development goals for the Town of Ridgeland while providing benefits to the community. They apply to both new development and redevelopment.

Such benefits shall not be considered an inherent right but shall be considered a privilege extended by the Town. Zoning incentives are designed to allow specific benefits to property owners, developers and end users of a property and not for the purpose of circumventing any other provisions of this ordinance.

For the purposes of this section, public benefit features are not considered to be the principal use on a zoning lot, but rather an accessory feature or use complimentary to the principal uses(s).

The incentives provide for increases floor area ratio or decreases in required parking in exchange for the inclusion of one or more public benefit features, as listed below:

6.5.1 Rear Parking Incentive.

Developments in the HCD that provide required parking exclusively in the rear yard are eligible to receive a ten (10) percent reduction of required parking.

6.5.2 Additional Landscaping Incentive.

Developments in the HCD that provide landscaping and buffering above the minimum requirements of this ordinance are eligible for a floor area ratio (FAR) bonus of up to ten (10) percent and a parking reduction of up to ten (10) percent.

6.5.3 Pedestrian Interconnection/Sidewalk Incentive.

Developments in the HCD that retrofit existing sites that do not presently provide sidewalks or other walkways to connect to adjacent sidewalks are eligible for a floor area ratio (FAR) bonus of up to ten (10) percent and a parking reduction of up to ten (10) percent when they add the pedestrian connection.

6.6 Courthouse Professional District Overlay Area (CPDOA)

The Courthouse Professional District Overlay Area (CPDOA) is zoned Central Business District (CBD) Commercial and is designed to recognize the conversion of residential structures on all four sides of the courthouse into professional offices and their economically viable continuance in a manner that is compatible in terms of both use and design.

will help enhance the economic vitality of the community by means of providing a suitable environment for those uses. The location and uses designated will not conflict with the quality of life of the residents of the Town of Ridgeland. Uses permitted in this district shall create minimal air, water, heat, light, humidity and noise pollution, hazardous waste, and off-site nuisances. Heavy manufacturing uses are not permitted in this district.



- 7.2 Permitted Uses.** Uses permitted outright, or permitted with conditions, or permitted as special exceptions in the ID are shown in Table 7.1. (below). All business, service, storage and display of goods within all permitted uses, including "conditional uses" and "special exceptions" shall be operated either within a completely enclosed building or within an area screened from view from adjacent properties. Uses not listed in this table are not permitted in the ID, but may be allowed by a determination of similarity by the Planning Commission.

Table 7.1. Industrial District-Permitted Uses

Use	Permitted	Conditional Use	Special Exception

Agriculture, horticulture, silviculture	X		
Airport		X	
Animal hospital, veterinarian clinic	X		
Assembly hall	X		
Bakery, large-scale operations, with or without on-site sales	X		
Bottled gas storage, distribution	X		
Bulk sales of building and landscaping materials, including gravel, lumber, mulch, and similar materials	X		
Use	Permitted	Conditional Use	Special Exception
Cesspool builder and sales		X	
Cold storage locker	X		
Commercial laboratory	X		
Dry cleaner, laundry, cleaning plant, industrial laundry	X		
Equipment sales or storage yard	X		
Fish, meat, wholesale, curing, storage	X		
Fish hatchery		X	
Junk/salvage yards			X
Kennels			X
Manufacturing, assembly, wholesale operations	X		
Mines, quarries	X		
Parking lot, parking garages	X		
Public safety and public utility structures	X		
Radio and television station		X	
Sawmill, lumber yard	X		

Sewerage disposal plant		X	
Storage, mini-warehouse		X	
Taxidermist	X		
Telecommunications towers	X		
Warehouse, distribution center	X		

7.3 Conditional Uses. The determination of compliance for conditional uses is the responsibility of the Planning Commission. Such uses shall be compatible with the type of uses permitted in areas zoned; location and operation of designated conditional uses shall be subject to *review* to ensure that the proposed conditional use satisfies all relevant requirements of this ordinance and the following general criteria:

- F. The use is listed as a conditional use in the ID zoning district;
- G. The use is consistent with those goals and policies of this Zoning Ordinance which apply to the proposed use;
- H. The parcel is suitable for the proposed use, considering its size, shape, location, topography, existence of improvements and natural features;
- I. The proposed use will not alter the character of the ID in a manner which substantially limits, impairs or prevents the use of surrounding properties for the permitted uses listed in the underlying zoning district; and
- J. The proposed use is appropriate, considering the adequacy of public facilities and services existing or planned for the area affected by the use.

In *approving* an application for a conditional use, the Planning Commission may impose conditions to protect the area surrounding the proposed use and to preserve the basic purpose and intent of the underlying zoning district. These conditions may include, but are not limited to, the following:

- J. Increasing the required parcel area or yard dimensions;
- K. Limiting the height, size, or location of buildings and structures;
- L. Controlling the location and number of vehicle access points;
- M. Increasing or decreasing the road width;
- N. Increasing the number of required off-street parking or loading spaces;

- O. Limiting the number, size, location or lighting of signs;
- P. Requiring fencing, screening, or landscaping to protect adjacent or nearby property;
- Q. Prescribing exterior finish for buildings or additions thereto; and
- R. Designating areas and prescribing improvements for open space.

Table 7.2. Development Standards

Minimum lot size	20,000 sq ft
Minimum lot width	150 ft
Front setback	35 ft
Side setback	25 ft*
Corner side yard	25 ft*

*10 feet of clear space plus 15 feet of planted buffer



7.4 On-site Parking. On-site parking shall be provided for light industrial uses at the following standards:

- A. Warehousing. One (1) space per two thousand (2000) square feet

- B. All other industrial uses. One (1) space per seven hundred fifty (750) square feet.
- C. Parking shall be landscaped and screened according to the requirements in the section below.

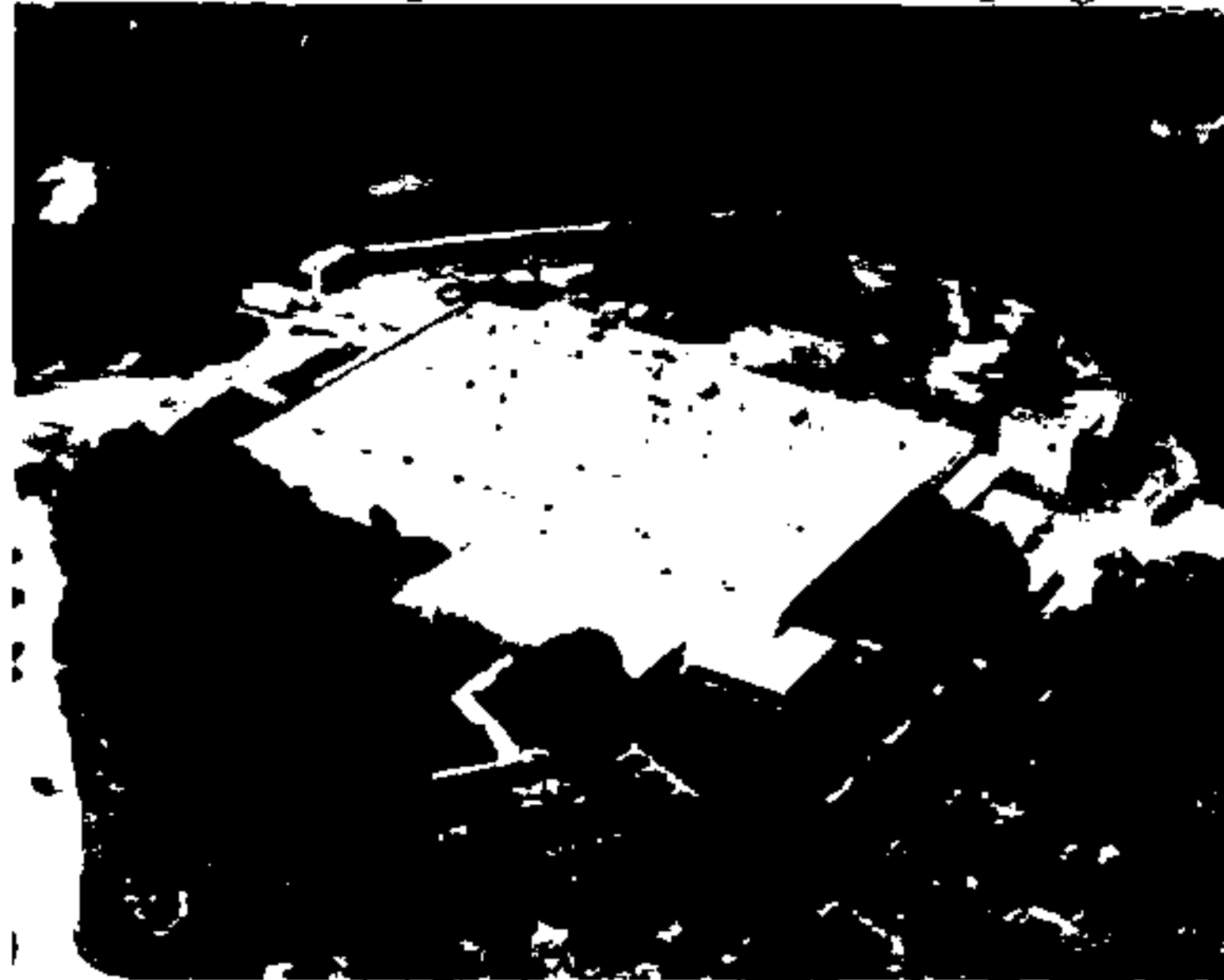
7.5 Signage.

- A. **Permit required.** No sign shall be erected unless a sign permit has been issued by the Town of Ridgeland.
- B. **Visibility.** No sign shall interfere with visibility for automobile or pedestrian traffic.
 - 1. In order to ensure adequate sight distance for motorists, bicyclists and pedestrians, a minimum clear vision area shall be maintained between a height of two (2) feet and six (6) feet within a triangular area measured twenty-five (25) feet back from intersection of public right-of-way lines.
 - 2. Greater clear vision areas may be required by the South Carolina Department of Transportation.
 - 3. Signs shall not be permitted where they obstruct motorist vision of regulatory signs, traffic control devices or street signs.
- C. Every sign shall be constructed and maintained in a manner consistent with the building code provisions and in good structural condition at all times.
- D. No sign shall be illuminated by other than a steady, continuous light, nor shall any intermittent or flashing illumination be permitted.
- E. Each business shall be allowed a total of two (2) signs.
- F. The total square footage for all signs of each business shall not exceed one hundred (100) square feet.
- G. The maximum height of any free-standing sign shall be ten (10) feet.
- H. The following signs shall be allowed in the ID without a permit:
 - 1. Election signs
 - 2. Directional signs
 - 3. Parking and traffic signs
 - 4. Temporary construction signs
 - 5. Real estate marketing signs. One (1) sign per street frontage pertaining to the sale or lease of the premises. The sign shall have a maximum of six (6) square feet in surface area per side and be a maximum of three and one-half (3.5) feet high.

7.6 Landscape and Buffers. Landscaping in the Industrial District is intended to create spatial separation between businesses, and with other uses surrounding the district, without interfering with traffic flow and pedestrian safety.

Landscaping of on-site parking: The landscaping of the off-street parking facilities shall meet the following criteria:

- G. A landscape plan shall be submitted with the required site plan.
- H. Landscaping shall be located so it does not obscure traffic signs or fire hydrants, or obstruct driver's sight distance within the parking areas and at driveway entrances and exits.
- I. All plant material shall be installed to not alter the drainage patterns in the ID.
- J. Landscaping shall be disbursed throughout the parking lot in order to break up large expanses of pavement.
- K. Minimum landscaping shall be two (2) canopy trees per every ten (10) spaces and one hundred (100) square feet of landscaping area per ten (10) spaces.

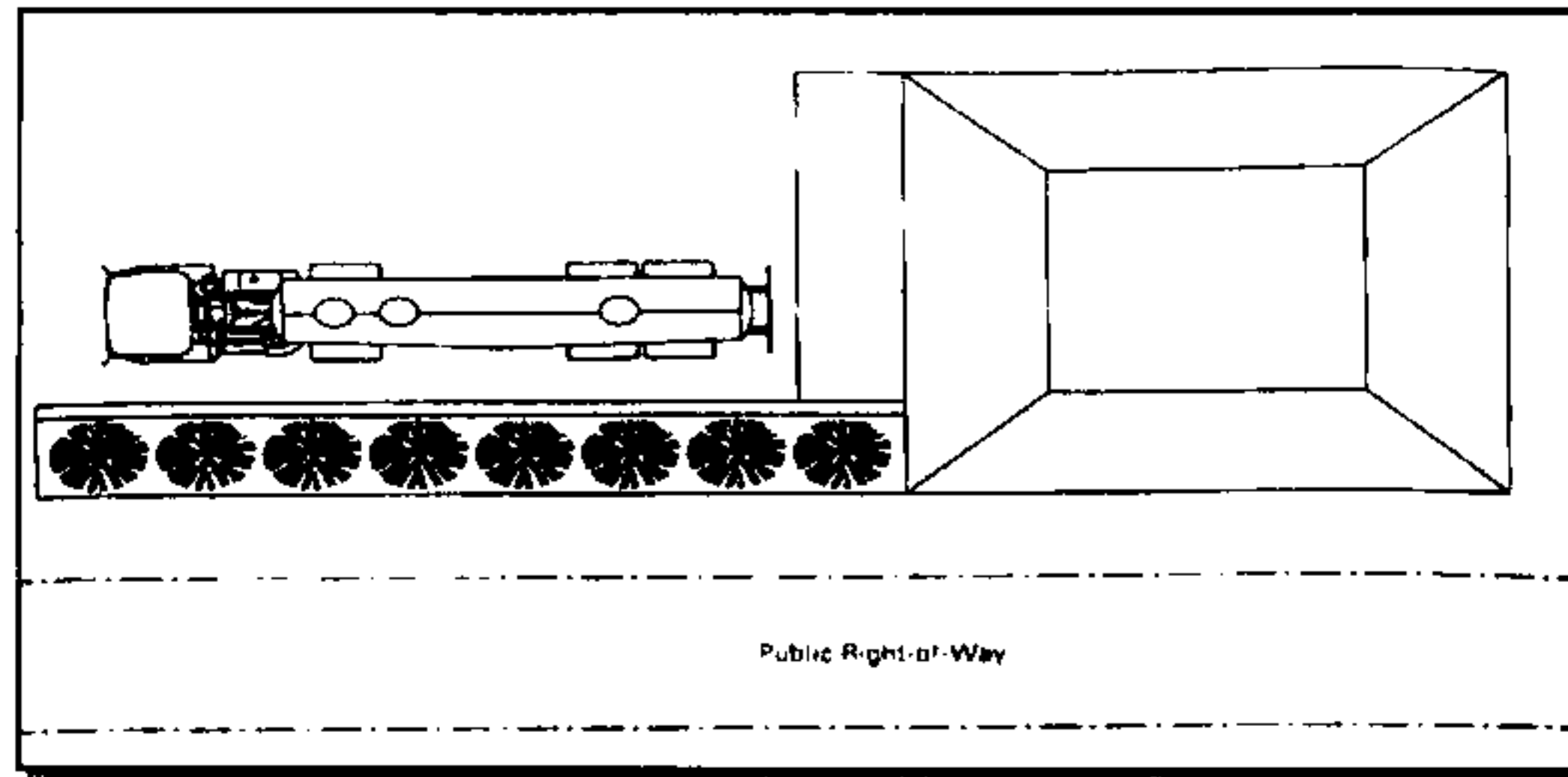


- L. Permeable areas are required to reduce the impacts of storm-water run-off created by development. Paving with impervious surfaces such as asphalt or concrete shall be limited to sixty (60) percent of the parking area surface.

Buffer Areas: Buffer areas are required in the Industrial District to screen developments from adjacent land uses, thereby reducing nuisances and promoting land use compatibility. Buffer areas in the ID shall be maximum density screen landscaping, shown in the diagram below, located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line. The buffer areas shall not be located on any portion of an existing street or right-of-way causing distraction; however, they may occupy part or all of any front, side, rear yard or setback in order to create maximum spatial separation between land uses.

7.6 Loading. Every building erected and occupied for uses permitted in the ID, including "conditional uses" and "special exceptions" after the adoption of this ordinance and having five thousand (5000) or more square feet of gross floor area shall provide at least one (1) loading and/or unloading space. When the intensity of any use of a building or premises is increased through the addition of gross floor area, change of use or increased activity, additional loading and/or unloading spaces may be required if deemed necessary by the Planning Commission.

- A. **Location.** All loading and/or unloading spaces shall be located on the same lot as the use served. Loading and/or unloading areas may be located in the side and rear yards, provided that all loading and/or unloading facilities shall be set back a minimum of ten (10) feet from the rear lot line and minimum side yard clearances are maintained.
- B. **Access.** Each required off-street loading/unloading space shall be designed with direct access, via an approved access drive, to a deeded right-of-way which offers efficient ingress, egress and safety for trucks.
- C. **Off-street loading/unloading space** shall be designed and constructed so that all vehicle maneuvering can take place entirely within the property lines of the premises being served. The space shall be located so as not to hinder the free movement of pedestrians and vehicles over a sidewalk or street.
- D. **Screening.** All loading and/or unloading areas shall be landscaped and screened to meet the criteria in the section above.



- 7.7 **Lighting.** Any lighting used to illuminate off-street parking and loading/unloading areas shall be designed, located, shielded and directed as to illuminate only those areas and to prevent the casting of glare or direct light upon adjacent property or streets.

ARTICLE VIII. INSTITUTIONAL DISTRICT (ISD)

8.1 Purpose of the District

The purpose of the Institutional (ISD) is to recognize the existence of defined areas for the unified and orderly development of major government, educational, penal and other institutions in order to support and enhance their benefits to the community while protecting adjacent residential uses.

- 8.2 **Permitted Uses.** Uses permitted outright, or permitted with conditions, or permitted as special exceptions in the ISD are shown in Table 8.1. (below). All business, service, storage and display of goods within all permitted uses, including "conditional uses" and "special exceptions" shall be operated either within a completely enclosed building or within an area screened from view from adjacent properties. Uses not listed in this table are not permitted in the ISD, but may be allowed by a determination of similarity by the Planning Commission.

Table 8.1. Institutional District-Permitted Uses

Use	Permitted	Conditional Use	Special Exception
Civic and Social Service facilities	X		
Colleges and Universities	X		
Cultural facilities	X		
Government Buildings	X		
Greenways, parks, arboretums	X		
Group Homes	X		
Health Institutions		X	
Jails and other penal institutions		X	
Nursing Homes		X	
Outdoor recreation	X		
Public Utility structures		X	
Public Utility transmission and distribution lines			
Religious Institutions	X		
Stadiums and arenas		X	
Telecommunication Towers			X

8.3 Conditional Uses. The determination of compliance for conditional uses is the responsibility of the Planning Commission. Such uses shall be compatible with the type of uses permitted in areas zoned; location and operation of designated conditional uses shall be subject to *review* to ensure that the proposed conditional use satisfies all relevant requirements of this ordinance and the following general criteria:

K. The use is listed as a conditional use in the ISD zoning district;

- L. The use is consistent with those goals and policies of this Zoning Ordinance which apply to the proposed use;
- M. The parcel is suitable for the proposed use, considering its size, shape, location, topography, existence of improvements and natural features;
- N. The proposed use will not alter the character of the ISD in a manner which substantially limits, impairs or prevents the use of surrounding properties for the permitted uses listed in the underlying zoning district; and
- O. The proposed use is appropriate, considering the adequacy of public facilities and services existing or planned for the area affected by the use.

In *approving* an application for a conditional use, the Planning Commission may impose conditions to protect the area surrounding the proposed use and to preserve the basic purpose and intent of the underlying zoning district. These conditions may include, but are not limited to, the following:

- S. Increasing the required parcel area or yard dimensions;
- T. Limiting the height, size, or location of buildings and structures;
- U. Controlling the location and number of vehicle access points;
- V. Increasing or decreasing the road width;
- W. Requiring fencing, screening, or landscaping to protect adjacent or nearby property;
- X. Prescribing exterior finish for buildings or additions thereto; and
- Y. Designating areas and prescribing improvements for open space.

Table 8.2. Development Standards

Minimum lot size	15,000 sq ft
Minimum lot width	100 ft
Front setback	35 ft
Side setback	25 ft*
Corner side yard	25 ft*

8.4 On-site Parking. On-site parking shall be provided for institutional uses at the following standards:

- D. One (1) space per seven hundred fifty (750) square feet.
- E. Parking shall be landscaped and screened according to the requirements in the section below.

8.5 Landscape and Buffers. Landscaping in the Institutional District is intended to create spatial separation between land uses without interfering with traffic flow and pedestrian safety.

Landscaping of on-site parking: The landscaping of the off-street parking facilities shall meet the following criteria:

- M. A landscape plan shall be submitted with the required site plan.
- N. Landscaping shall be located so it does not obscure traffic signs or fire hydrants, or obstruct driver's sight distance within the parking areas and at driveway entrances and exits.
- O. All plant material shall be installed to not alter the drainage patterns in the ID.
- P. Landscaping shall be disbursed throughout the parking lot in order to break up large expanses of pavement.
- Q. Minimum landscaping shall be two (2) canopy trees per every ten (10) spaces and one hundred (100) square feet of landscaping area per ten (10) spaces.
- R. Permeable areas are required to reduce the impacts of storm-water runoff created by development. Paving with impervious surfaces such as asphalt or concrete shall be limited to sixty (60) percent of the parking area surface.

Buffer Areas: Buffer areas are required in ISDs to screen institutional development from adjacent residential uses, thereby preventing land use incompatibilities. Buffer Areas shall include a solid fence to screen the institutional activities from Single Family and High Density Residential areas.

NOTE: The Town of Ridgeland also has a Planned Development District Ordinance and an ordinance that requires a certain amount of open space in a development. These amendments are not yet available online, but may be obtained by calling (843) 726-7506.

Exhibit I

Landscape Standards



LANDSCAPE STANDARDS

These guidelines are intended to provide for the protection of the natural resources, character of indigenous fauna, and quality of life within Good Hope PDD through the preservation, installation and maintenance of the landscape. Preserved and planted landscapes provide buffering, erosion control, minimized watering needs, shade and cooling effects while preserving and protecting the aesthetic quality of the area. It is anticipated that exceptions to these guidelines will be granted by the Town at Master Plan and Development Plan stages to accommodate certain needs of individual end users on specific parcels.

GENERAL

- Selective pruning and or removal of dead tree limbs and/or trees, with conditions of such certified by a Certified Arborist, shall not be subject to these Landscape Standards. Landscape standards shall only be enforced upon the submittal of a master plan within the Good Hope PDD.
- Streetscapes shall include massing of existing and proposed trees, shrubs, grasses, perennials, and groundcovers at entries, intersections and focal points.
- Grassing (turf) shall be required on the roadsides of all right of ways.
- All required canopy / street trees shall have a minimum height of 10' and a minimum caliper of 2". All trees shall be contained within a minimum 2' radius mulch bed.
- All plant material shall meet or exceed the standards currently recommended by the American Association of Nurserymen, Inc. in the American Standard for Nursery Stock.
- The use of native / drought tolerant plant species is encouraged. Limited turf areas are encouraged.
- The preservation of existing trees, shrubs, grasses, perennials, and groundcovers is encouraged where possible.
- Landscaping shall not obstruct traffic signs, fire hydrants or driver's sight lines at driveway and road intersections.
- Landscaping shall not be installed where it will interfere with or alter drainage patterns.
- Planting shall be grouped according to water needs. Trees, shrubs, perennials, wildflowers and groundcovers should be watered with low volume zones. Turf areas should be watered on separate, increased water demand zones.
- All landscaped areas must have an irrigation system installed which provides one hundred (100) percent coverage of all planted areas. If xeriscaping practices are incorporated into the design, this requirement may be reduced to require only the irrigation needed to ensure plant establishment (temporary irrigation). All irrigation systems shall have an evapotranspiration sensor. Irrigation systems should be well maintained and scheduled to ensure that the wasteful practice of overwater the landscape is avoided.



- All developments must comply with the requirements of this section – Tree Preservation and Replacement of the Good Hope PDD text.
- The use of invasive plant material shall be prohibited. (see invasive plant list)
- A landscape plan prepared by a Landscape Architect registered in the State of South Carolina shall be submitted for all developments with the exception of single family residential.

TREE PRESERVATION AND REPLACEMENT

The minimum allowable post development tree coverage for all development shall be 15 trees, two inches DBH (Diameter Breast Height) or larger, per acre within the area of the Master Plan.

Trees existing as part of planted pine crop area shall be represented on an exhibit illustrating the area containing the planted pine tree planting pattern with row, tree spacing, and typical size. The information will be field assessed to ensure accuracy of the exhibit's factors, but each tree in the pine crop area will not be physically located by standard survey methods.

Existing live oaks, eastern red cedar, and southern magnolias having a DBH sixteen (16) inches or greater and all other hardwoods having a DBH of twenty-four (24) inches or greater shall be field surveyed. To the extent practicable, Developer will use best efforts to preserve hardwoods having a DBH of twenty-four (24) inches or greater, and when not practicable will obtain Town approval prior to removing any such trees.

Mitigation for removal of hardwoods as described above shall be in accordance with the following:

Species	*Tree Mitigation
Live Oaks (8"-23")	One (1) tree at two (2) caliper inches
Eastern Red Cedar (8"-23")	One (1) tree at two (2) caliper inches
Southern Magnolias (8"-23")	One (1) tree at two (2) caliper inches
All Hardwoods (24" or greater)	Three (3) trees at two (2) caliper inches

*Tree mitigation shall be like or similar species.

Mitigation may be accomplished through additional plantings as described above or by the identification and preservation of existing hardwood trees between two (2) inches and seven (7) inches in diameter within the Master Plan area. Caliper inches of reserved existing hardwoods shall count as caliper inched mitigations (i.e. 1:1 caliper inch ratio).

Clearing of 8"-23" hardwoods as specified above that occurs without appropriate mitigation, and clearing of 24" or greater hardwoods that occurs without Town approval and appropriate mitigation, shall be subject to the following maximum penalties:

Species	*Tree Penalty
Live Oaks (8"-23")	\$1,000/tree



Southern Red Cedar (8"-23")	\$1,000/tree
Southern Magnolias (8"-23")	\$1,000/tree
All Hardwoods (24" or greater)	\$2,500/tree

The tree preservation and replacement requirements of this section shall not apply to clearing related to silviculture activities, or to the construction of public infrastructure projects such as public roads, water or sanitary sewer projects. Silviculture shall be governed by terms and conditions set forth in the Good Hope Development Agreement and the Planned Development District document.

STREET TREES

- Street trees shall be provided on both sides of all roads (except alleys, service roads, etc.) and located within the landscape area between the back of curb and sidewalks (may be in planters or in tree grates within village commercial areas), where practical.
- The spacing shall average sixty (60) feet less on center (o.c.) (final locations maybe adjusted based on drives, utilities, etc.)
- The following is a list of trees that are allowable for use as street trees. (alternate species may be proposed, but require approval from the Town at the Development Plan stage):
 - Laurel Oak
 - Live Oak
 - Southern Red Oak
 - Shumard Oak
 - Willow Oak
 - Red Maple
 - Allee Elm
 - Drake Elm
 - Southern Magnolia
 - Palmetto
 - Or Alternate Appropriate Approved Species

NON-SINGLE FAMILY RESIDENTIAL DEVELOPMENTS (COMMERCIAL, INDUSTRIAL, INSTITUTIONAL, MULTIFAMILY, ETC.)

- A landscape strip of at least ten feet (10') in depth shall be provided between buildings and parking spaces, sidewalks and other vehicular use areas. This area shall be planted with trees, shrubs, groundcovers, ornamental grasses, and limited amounts of sod.
 - This area is not required in the following situations:
 - The rear and sides of buildings which are not generally accessible or visible from the public right of way or to the general public.
 - Areas where it is necessary to have direct access (both vehicular and pedestrian) to the building.



- Utility, Access or stormwater easements.
- All parking areas directly adjacent to public rights-of-way must provide a minimum five foot (5') landscape area between the parking and the right-of-way. Evergreen plant material must be installed in these areas to screen parking area. No sod shall be used in these areas.
- A minimum ten foot (10') landscape island shall be provided at the end of all parking bays.
- There shall be a maximum of ten (10) continuous employee/visitor parking spaces without a ten foot (10') landscape island.
- There shall be at least one hundred (100) square feet of landscaping area per ten (10) employee/visitor parking spaces.
- All landscape islands shall be planted with at least one (1) shade tree (two (2) palms shall count as one (1) shade tree).
- Curbing, wheel stops, etc. shall be required, where appropriate, in order to protect landscape areas from vehicular encroachment.
- With the exception of loading zones / truck courts for industrial uses, all loading areas must be screened with landscaping, a wall or fence and/or a combination of landscaping and a wall or fence.
- All refuse / recycling areas must be screened on all sides and gated.
 - Gates shall not be in view of public streets.
 - Screen shall include a masonry wall and landscaping to lessen its visual impact.
- Preservation of existing vegetation is strongly encouraged.

SINGLE FAMILY RESIDENTIAL DEVELOPMENTS

- Front and side yards of all dwellings which front on a public right-of-way shall be covered with landscaping except for those areas that are to be used for driveways, sidewalks, off-street parking, etc.
- Each single family lot shall have a minimum of two (2) trees at the time of certificate of occupancy issuance. A minimum of one (1) of these must be in the front yard.
 - Trees must be a minimum height of ten feet (10') and caliper of 1 ½ inches.
 - Trees must be a species that is non exotic and tolerant of the local growing conditions.
 - Preserved existing trees may be used to satisfy this requirement.

BUFFERS

- Buffers shall comply with the requirements of Setbacks and Buffers section of the Good Hope PDD text.
- Existing and / or planted plant material may be used to satisfy the buffer requirements.



- Buffer areas may be thinned and / or selectively under brushed provided that adequate buffering is maintained. Vegetation having a DBH of less than eight inches (8") may be removed without penalty. Additional planting(s) shall not be required.
- Buffer plantings are encouraged to limit plant material to regionally native species.

DEFINITIONS

Access way-

the means of ingress and egress to a parcel from a right-of-way.

Diameter breast height (DBH)-

the diameter of a tree trunk measured four and one half (4 ½) feet above the adjacent grade.

Employee / Visitor Parking Spaces-

the spaces used by employees and/or visitors/users of a building or use on parcel. Loading spaces/zones, fire lanes, truck courts, trailer storage, etc. shall not be considered as Employee / Visitor Parking.

Ground cover-

low growing plants that area intended to be planted in a manner that will form a solid cover over the ground when mature.

Invasive Plant Species-

Chinese Tallow Tree (*Triadica sebifera*)
Chinese Wisteria (*Wisteria sinensis*)
Japanese Honeysuckle (*Lonicera japonica*)
Privets (*Ligustrum species*)
Chinaberry (*Melia azedarch*)
Thorny Eleagnus (*Eleagnus pungens*)
Non-clumping Bamboo (*Phyllostachys species*)
Chinese Wisteria (*Wisteria sinensis*)
Climbing Fern (*Lygopodium japonicum*)
Water Hyacinth (*Eichhornia crassipes*)
Lotus (*Nelumbo species*)
Purple Loosestrife (*Lythrum salicaria*)
Alligatorweed (*Alternanthera philoxeroides*)
Kudzu (*Pueraria montana*)

Landscape Island-



a minimum 10' wide by 18' deep area that is to be used for landscaping either located at the end of a parking bay or internal to parking field. This area is used to guide vehicular movement and prevent an open and barren parking lot.

Landscaping-

includes materials that are commonly used within a landscape. These materials may include, but are not limited to, grasses, turf / sod, shrubs, trees, palms, vines, hedges and hardscape materials that include, but are not limited to, mulches (rocks, pebbles, pine straw, wood chips, etc.), walls and fencing. Paved areas are not included within this definition.

Mulch-

a material which is spread over bare ground in order to hinder and control erosion and weed growth.

Native Plant Species-

vegetation that is indigenous to the Southeastern region of the United States.

Shrub-

a low, several-stemmed woody plant. Includes both evergreen and deciduous.

Tree-

a woody plant which is self supporting and has at least one (1) stem that will grow to a minimum mature height of twenty (20) feet.

Vine-

a woody or herbaceous plant whose stem requires support and climbs by twining, aerial rootlets or tendrils.

Xeriscaping-

a method of landscaping in which the goal is to minimize the need for additional watering (irrigation) by using appropriate plant materials, efficient watering systems and proper mulching / maintenance practices.



Exhibit J

Master Sign Program



SECTION A - MASTER SIGNAGE PROGRAM

Signage is often one of the most noticeable elements in a landscape. The very purpose of a sign is to provide needed information to users of a space. However, this information can be provided without having visually competing and obtrusive signage. It is the intent of these guidelines to provide an overview for the signs within the Good Hope PDD that will assist in creating a well planned solution for way finding and identification within the community. Likewise, there will be sign types or sizes that are not covered within this document. The information provided herein is for standards that can be applied and are not intended to limit or restrict imagination, variety, or innovation in signage design.

GOALS AND OBJECTIVES

- To develop hierarchies of signage types that will help identify the location and size standards for each sign without limiting creative designs.
- Improve the visual quality of each site, with consideration to the streetscape which can be easily negatively impacted by poor design.
- Reduce visual clutter and blight along roadway corridors.
- Create a sense of place for designated areas within the Good Hope PDD while encouraging individuality and creative design.
- Develop a human scale that is comfortable in relation to both vehicular and pedestrian users.
- Encourage signage that is complementary to, not competitive with, the surrounding architecture and natural environment.

REQUIREMENTS / SETBACKS

- Upon the development of a Good Hope community seal / name, these elements are encouraged to be incorporated into the signage. If included on a sign, the community logo shall not count towards the overall allowable sign area square footage.
- Quantities and locations of signs are estimates only and are subject to change. Should a specific sign type not be addressed in these guidelines, the existing Town of Ridgeland codes shall be used to determine design criteria.



- The “allowable sign area” shall include the entire area within a circle, rectangle or triangle enclosing the extreme limits of writing, forming an integral part of the display or used to differentiate the sign from the background which it is placed against. The necessary supports or uprights which are needed for the sign, shall not be included in this area.
- All signs shall be setback a minimum of ten feet (10’) from a right of way or property line with the exception of signs that are specifically intended to be within the right of way. (i.e.- median signs, directional / information sign, etc.)
- Temporary / seasonal signage shall be as permitted by the Town of Ridgeland Zoning Ordinance.

PROCEDURES

All sites must submit a master signage program with the application for a sign permit from Town of Ridgeland. The program must include, at a minimum, the following:

- Master sign plan which shows the location of each proposed sign. Dimension and label required setbacks.
- Provide complete signage elevations (dimensioned and labeled) that indicates the proposed text areas, materials, finishes, colors and a statement regarding how the signage relates to the proposed architecture.
- For signage mounted to buildings, accurate building elevations that show the signage, dimensions, location, text areas, materials, finishes, colors and a statement regarding how the signage relates to the proposed architecture.
- Should a variance from these guidelines be requested, the applicant must indicate the location of and specific reason/justification for the variance.



- **GOOD HOPE OVERALL COMMUNITY SIGNAGE**

The signs within this section will be provided in order to identify Good Hope Tract as a community. They will provide clear direction while also establishing the character and materials that will be used throughout the community.

Sign Types within this Section:

- Tract Community Markers**
- Tract Large Community Signs**
- Tract Welcome / Lookout Signs**
- Tract Community Banners / Decorative Standards**





COMMUNITY MARKER

USE: Locates and identifies the community. (Examples: clock / bell towers, obelisks, etc.)	*MAXIMUM SIZE: 50' ht (within tree cover) 35' ht (in open area)	COLORS: Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS: Near or at a community core.	ALLOWABLE SIGN AREA: 100 SF per face (maximum of 4 faces – includes seals and text)	COPY / LETTER SIZE: To be determined based on final Good Hope logo or seal.
QUANTITY: One (1)	VENEER MATERIALS: Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material.	MISC: The master developer will establish a community association that will be responsible for maintenance. Illumination style / type to be determined.

*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





LARGE COMMUNITY SIGN

USE: Identifies the Good Hope Property	*MAXIMUM SIZE: 20' ht x 50' width	COLORS: Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS: At key locations.	ALLOWABLE SIGN AREA: 400 SF – per side	COPY / LETTER SIZE: Letter size and style to be determined.
QUANTITY: To be determined.	VENEER MATERIALS: Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material.	MISC: The master developer will establish a community association that will be responsible for maintenance. Illumination style / type to be determined.

*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





WELCOME / LOOKOUT SIGN

USE: Identifies the Good Hope Property at entry points of main roads	*MAXIMUM SIZE: (2) sided triangle sign 8' ht x 16' width – per side	COLORS: Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS: At offsite locations to be determined in the future and along Glover and Future Boulevard Road and at other key roads.	ALLOWABLE SIGN AREA: One face 72 SF / face	COPY / LETTER SIZE: Letter size and style to be determined.
QUANTITY: To be determined.	VENEER MATERIALS: Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material.	MISC: The master developer will establish a community association that will be responsible for maintenance. Illumination style / type to be determined.

*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.



GOOD HOPE PDD – NEW DEVELOPMENT SIGNAGE

The signs within this section will be provided by the individual parcel / project developments. There is a strong emphasis on signage for each development / project that echoes the character and materials of the overall Good Hope Community

Sign Types within this Section:

Residential

Subdivision / Development / Project Entrances Wall Signs

Subdivision / Development / Project Entrances Median Signs

Non-Residential (Commercial / Industrial / Institutional / Etc.)

Parcel

Power Center / Large Single and Multiple User

Gateway

Single User

Single User w/ changeable copy

Multiple Users

Information

Mini Information

Building

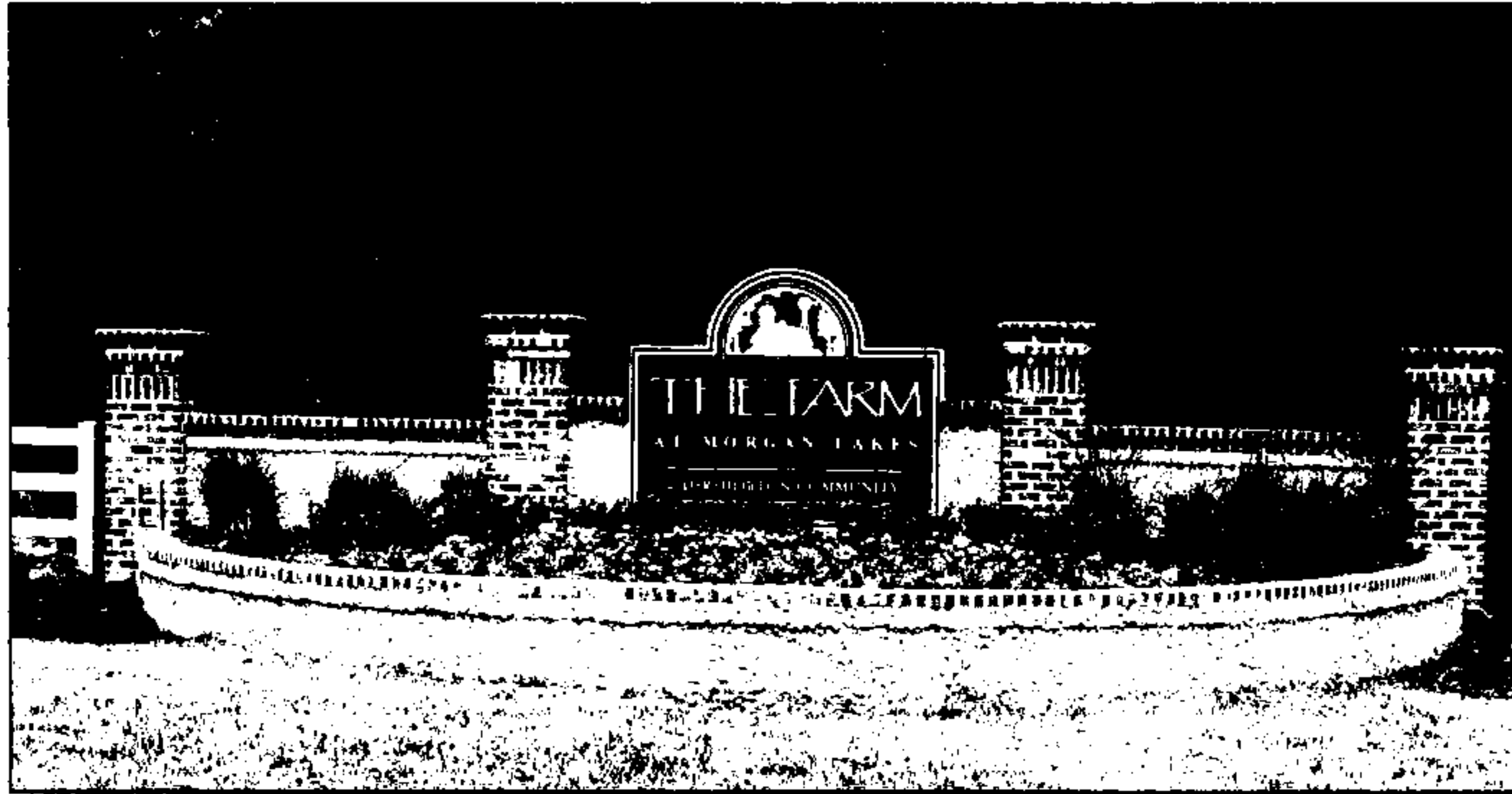
Large User Building Mounted Façade Sign (Store Front)

Small User Building Mounted Façade Sign (Store Front)

Projecting or Suspended Tenant Signage

Window & Awning Signage





RESIDENTIAL PROJECT ENTRANCES WALL SIGNS

USE: Identifies residential communities within the overall Good Hope community from major roadways.	*MAXIMUM SIZE: To be determined based on individual projects.	COLORS: Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS: Along both sides of residential entrances.	ALLOWABLE SIGN AREA: 50 SF per face	COPY / LETTER SIZE: Letter size and style to be determined.
QUANTITY: (1) per primary entrance and secondary entrance as justified for each neighborhood / development.	VENEER MATERIALS: Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material. . Incorporation of the overall Good Hope seal or logo is strongly encouraged.	MISC: Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.

*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





RESIDENTIAL PROJECT ENTRANCES MEDIAN SIGNS

USE: Identifies residential communities within the overall Good Hope community from major roadways.	*MAXIMUM SIZE: To be determined based on individual projects.	COLORS: Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS: Within median of residential entrances.	ALLOWABLE SIGN AREA: 50 SF per face	COPY / LETTER SIZE: Letter size and style to be determined.
QUANTITY: (1) per primary entrance and secondary entrance as justified.	VENEER MATERIALS: Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material. . Incorporation of the overall Good Hope seal or logo is strongly encouraged.	MISC: Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.

*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





HIGHWAY COMMERCIAL and / or LARGE SINGLE AND MULTIPLE USER

USE: Identifies large commercial centers.	*MAXIMUM SIZE: 30' ht x 20' width	COLORS: Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS: Adjacent to primary roads.	ALLOWABLE SIGN AREA: 220 SF	COPY / LETTER SIZE: Letter size and style to be determined.
QUANTITY: To be determined	VENEER MATERIALS: Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material. . Incorporation of the overall Good Hope seal or logo is strongly encouraged.	MISC: Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.

***This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.**





NON-RESIDENTIAL PARCEL IDENTIFICATION SMALL SINGLE USER

USE: Identifies parcels from major and secondary roads.	*MAXIMUM SIZE: 7'6" ht x 10' 8" width	COLORS: Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS: On each parcel, adjacent to primary roads.	ALLOWABLE SIGN AREA: 32 SF	COPY / LETTER SIZE: Letter size and style to be determined.
QUANTITY: (1) Per parcel (If parcel fronts on two roads, one is allowed on each road)	VENEER MATERIALS: Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material. Incorporation of the overall Good Hope seal or logo is strongly encouraged.	MISC: Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.

*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





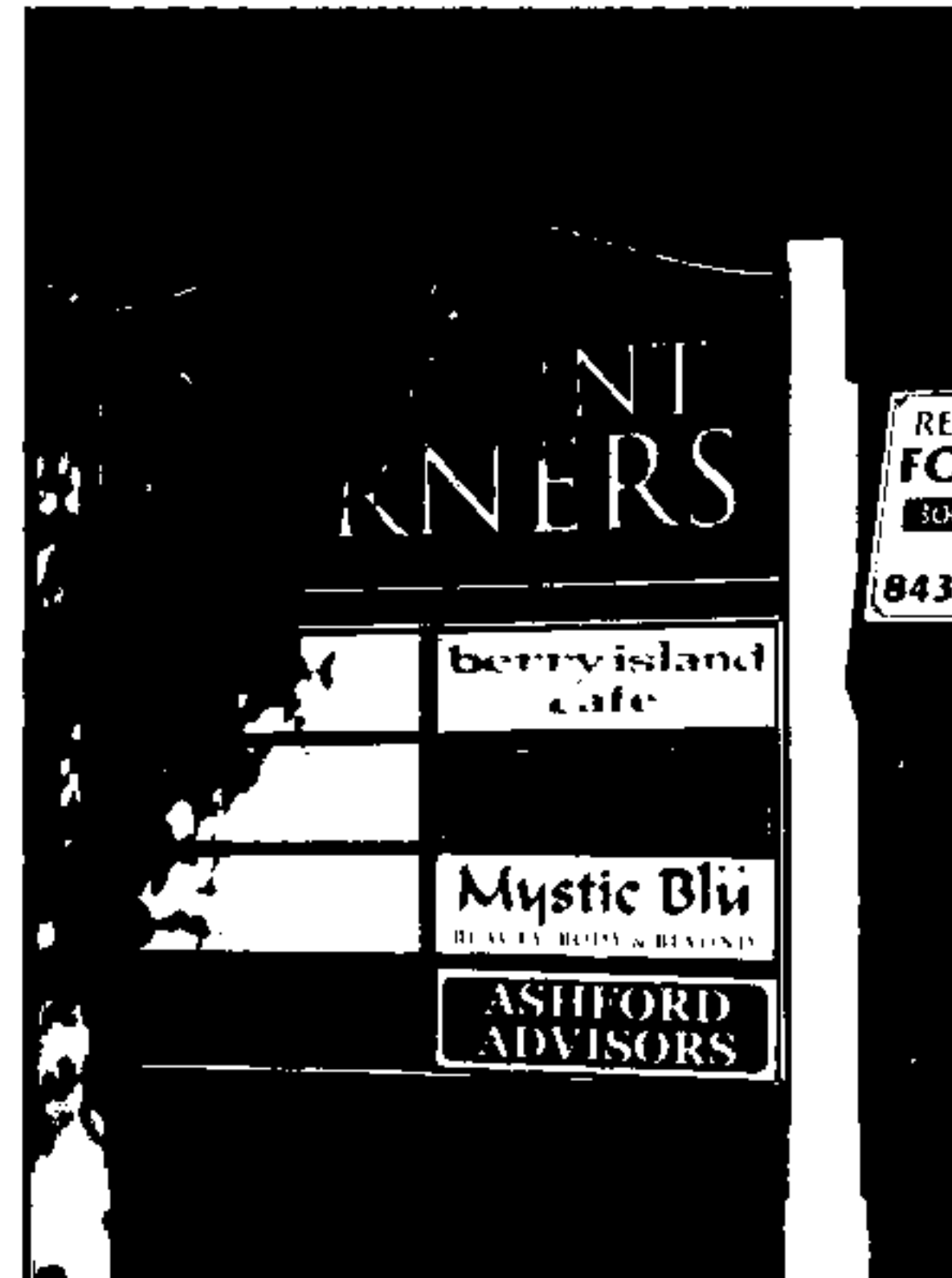
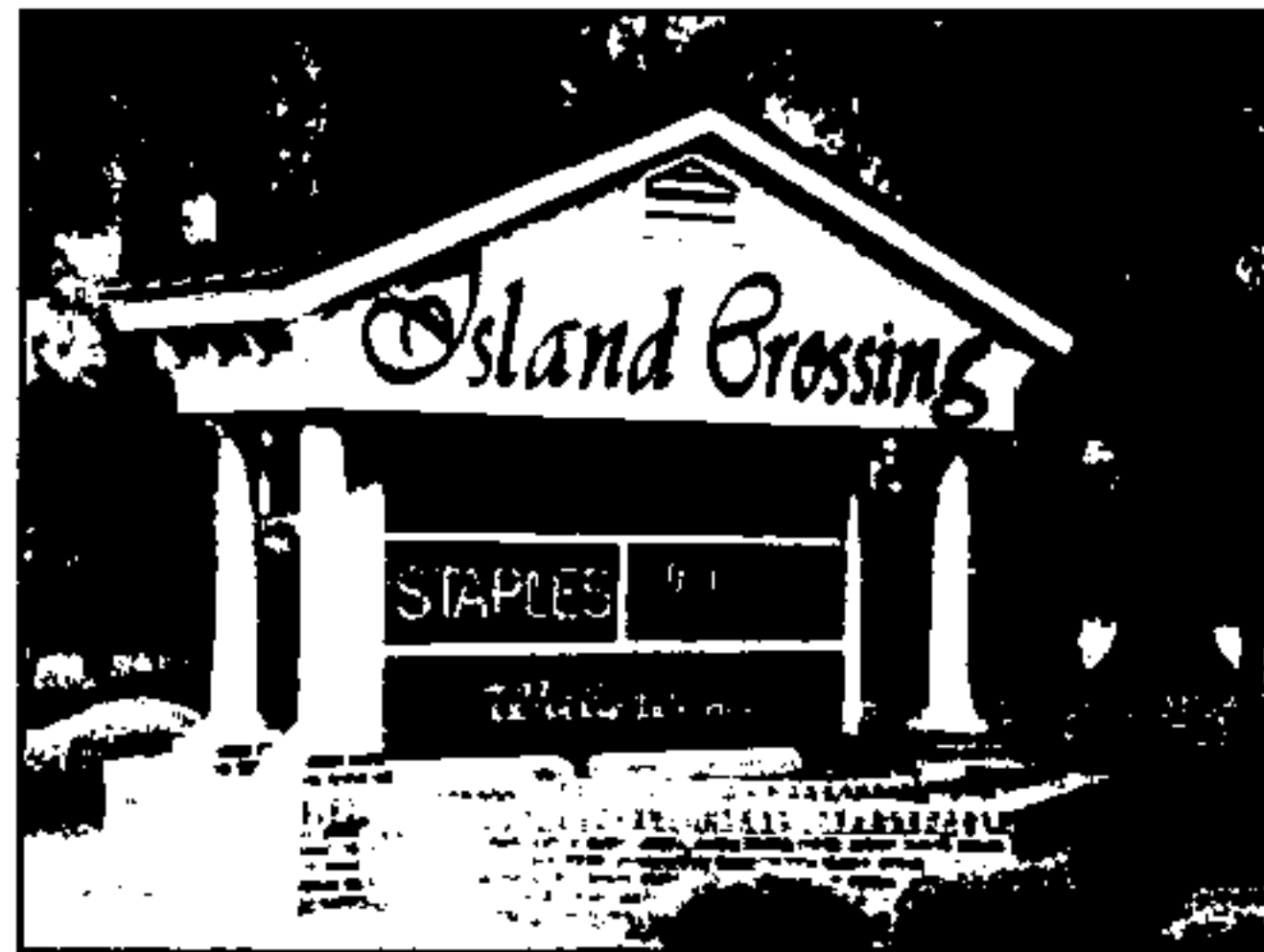
**NON-RESIDENTIAL PARCEL IDENTIFICATION SINGLE USER
w/ CHANGEABLE COPY**

USE: Identifies parcels from major and secondary roads.	*MAXIMUM SIZE: 8' 6" ht x 10' 8" width	COLORS: Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS: On each parcel, adjacent to primary roads. (If parcel fronts on two roads, one is allowed on each road)	ALLOWABLE SIGN AREA: 32 SF & 6 SF per changeable copy panel. (no more than 3 panels maximum)	COPY / LETTER SIZE: Letter size and style to be determined.
QUANTITY: (1) Per parcel (If parcel fronts on two roads, one is allowed on each road)	VENEER MATERIALS: Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material. . Incorporation of the overall Good Hope seal or logo is strongly encouraged.	MISC: Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.



*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





NON-RESIDENTIAL PARCEL IDENTIFICATION SMALL MULTIPLE USER

USE:	*MAXIMUM SIZE:	COLORS:
Identifies parcels from major and secondary roads.	10' 6" ht x 10' 8" width	Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS:	ALLOWABLE SIGN AREA:	COPY / LETTER SIZE:
On each parcel, adjacent to primary roads.	72 SF	Letter size and style to be determined.
QUANTITY	VENEER MATERIALS:	MISC:
(1) Per parcel (If parcel fronts on two roads, one is allowed on each road)	Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material. . Incorporation of the overall Good Hope seal or logo is strongly encouraged.	Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.

*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.



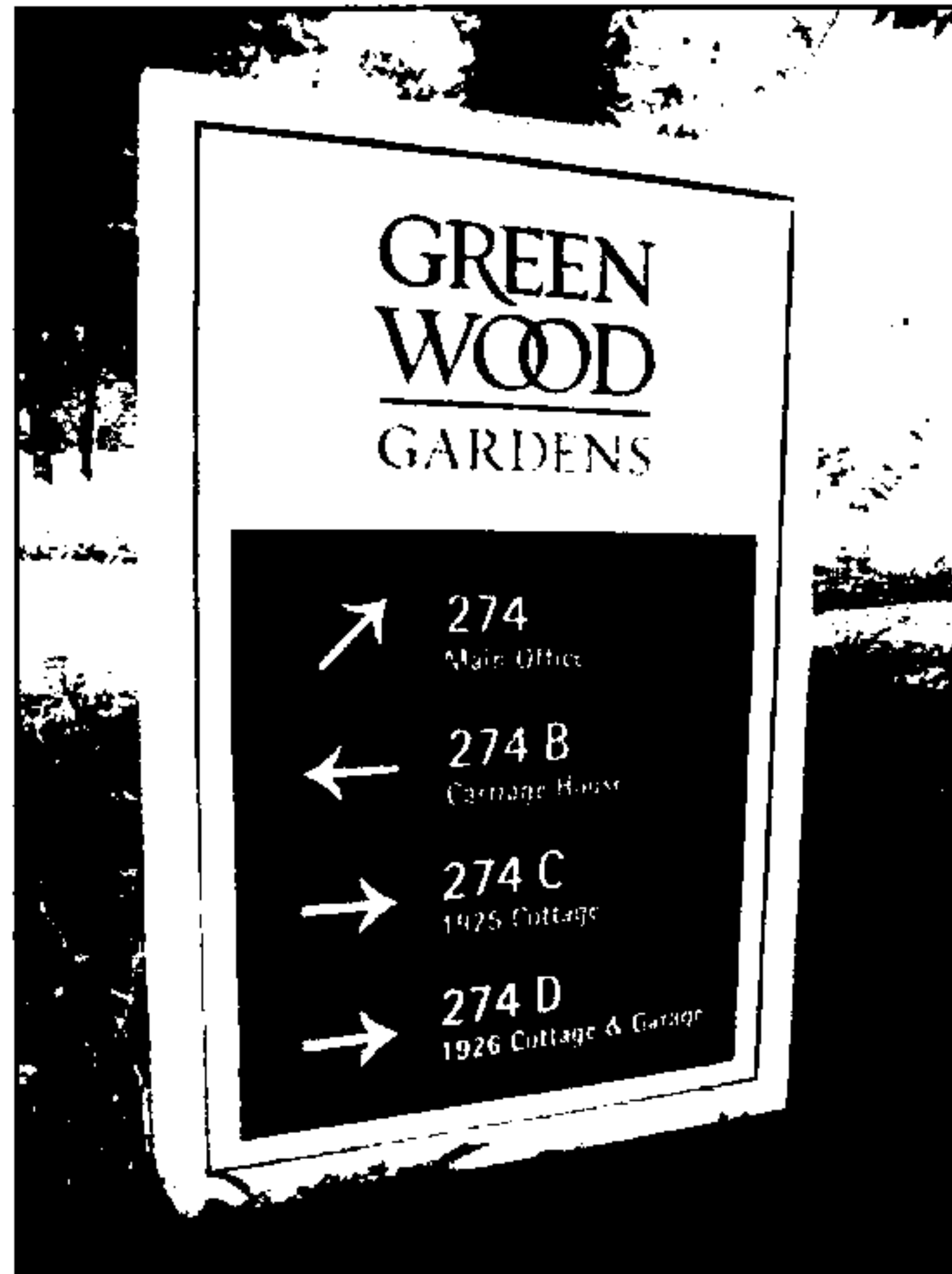


NON-RESIDENTIAL INFORMATION

USE: Identifies secondary entrances and / or other elements such as deliveries and service areas.	*SIZE: 7' ht x 5' width	COLORS: Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS: Adjacent to secondary roads and entrances within individual parcels.	ALLOWABLE SIGN AREA: 20 SF	COPY / LETTER SIZE: Letter size and style to be determined.
QUANTITY To be determined	MATERIALS: Architectural foam, natural stone veneer, cast stone, brick, stucco, wood, architectural metals or other approved material.	MISC: Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.

*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.



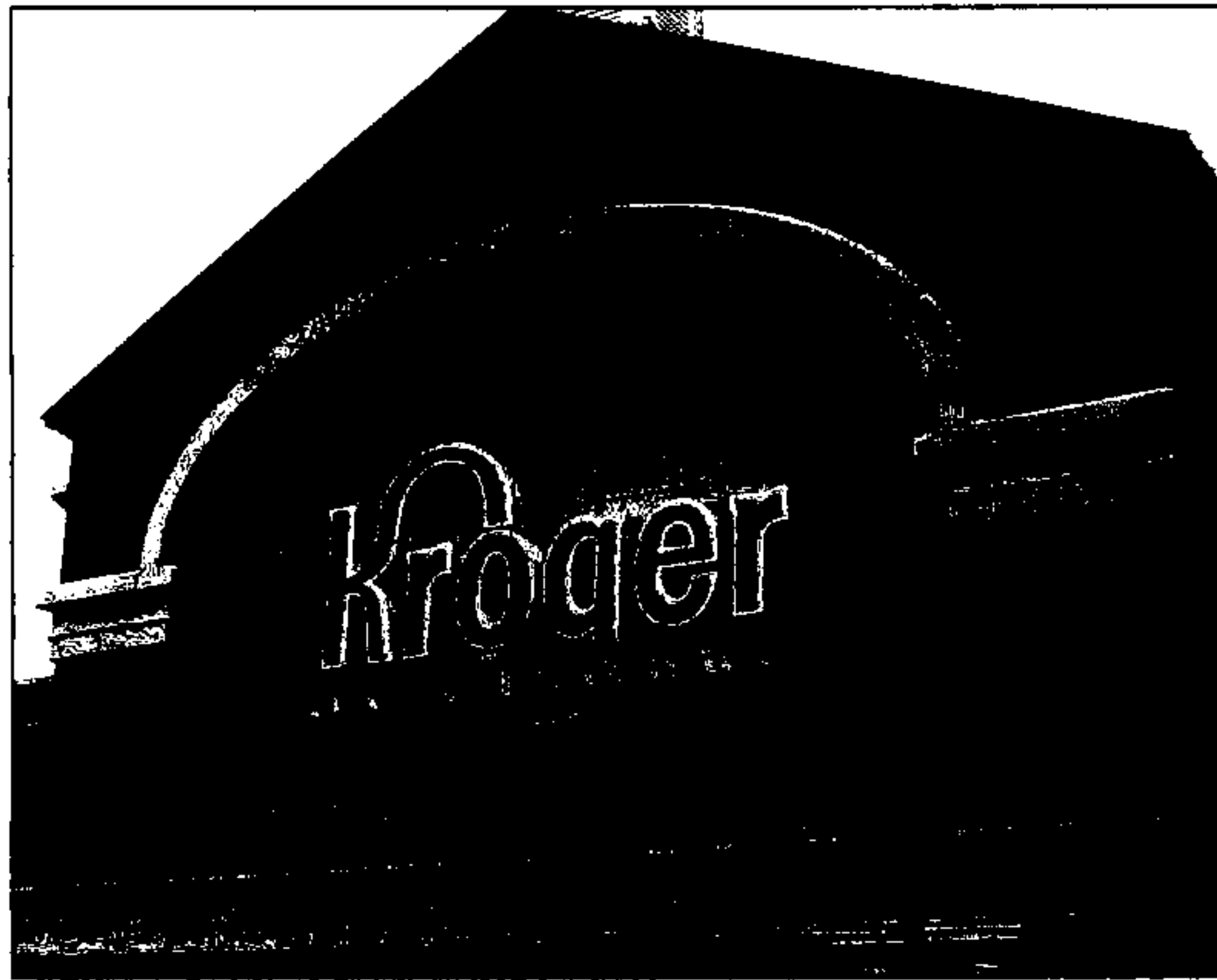


NON-RESIDENTIAL MINI INFORMATIONAL

USE: Guides vehicles and pedestrians to specific destinations	*MAXIMUM SIZE: 4' ht x 3' width	COLORS: Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS: Multiple locations as necessary for way finding.	ALLOWABLE SIGN AREA: One face 10 SF	COPY / LETTER SIZE: Letter size and style to be determined.
QUANTITY: To be determined.	VENEER MATERIALS: Brick, stucco, wood or concrete sidings w/ steel, metal accents and trim or other approved material.	MISC: Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.

*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded





LARGE USER BUILDING MOUNTED FAÇADE SIGNS

USE: Identifies Large User shops located within a power center.	*MAXIMUM SIZE: N/A	COLORS: Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS: On the façade(s) of buildings.	ALLOWABLE SIGN AREA: 750 SF	COPY / LETTER SIZE: Letter size and style to be determined.
QUANTITY To be determined	MATERIALS: Wood, aluminum or other approved material.	MISC: Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.

*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





SMALL USER BUILDING MOUNTED FAÇADE SIGNS

USE: Guides pedestrians and vehicles to individual shops within building.	*MAXIMUM SIZE: 90 % of leasable width (to a maximum of 50') x 3'0" height	COLORS: Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS: Adjacent to secondary roads and drive aisles within individual parcels.	ALLOWABLE SIGN AREA: 72 SF	COPY / LETTER SIZE: Letter size and style to be determined.
QUANTITY To be determined	MATERIALS: Wood, aluminum or other approved material.	MISC: Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.

*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





PROJECTING OR SUSPENDED TENANT SIGNAGE

USE: Guides pedestrians to individual shops within building.	*MAXIMUM SIZE: N/A	COLORS: Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS: Above entries to individual shops	ALLOWABLE SIGN AREA: 12 SF w/ a minimum of 8'8" clearance to walk or entry.	COPY / LETTER SIZE: Letter size and style to be determined.
QUANTITY To be determined	MATERIALS: Wood, aluminum or other approved material.	MISC: Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined.

*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.





WINDOW AND AWNING / CANOPY SIGNAGE

USE: Guides pedestrians to individual shops within building.	*MAXIMUM SIZE: N/A	COLORS: Muted and historically references the town and adjacent communities. No bright colors are allowed, however additional colors may be allowed on a case by case basis.
LOCATIONS: Above entries to or windows of individual shops	ALLOWABLE SIGN AREA: 40% of awning / canopy surface or 90% of awning width x 2'0" height or for window 20% below 8'0" / 100% above 8'0"	COPY / LETTER SIZE: Letter size and style to be determined.
QUANTITY To be determined	MATERIALS: Paint, canvas with applied vinyl or other approved material.	MISC: Property owner shall be responsible for construction and maintenance of sign. Illumination style / type to be determined. Internally lit awnings are not allowed.

*This size includes all posts, supports, etc. as necessary for the sign. Signs may exceed these dimensions if the creativity / final sign design warrants. However, the "Allowable sign area" shall not be exceeded.



GOOD HOPE PROPERTY – PROHIBITED SIGNS

The signs within this section are not allowed within the Good Hope PDD.

Sign Types within this Section:

Single Pole Mounted Signs

Inflatable Signs

Temporary Product / Advertisement Signs / Election Signs / Sandwich Signs

Internal Lit Awnings

Motion Light Signs

Neon Signage (*Backlight neon signs may be permitted based on conditional approval*)



Temporary Product / Advertisement Sign



Single Pole Mounted Signs



EXHIBIT "B"
PDD ORDINANCE

ORDINANCE NO. 2009-17

AN ORDINANCE TO ADOPT THE GOOD HOPE DEVELOPMENT AGREEMENT BY AND AMONG THE GOOD HOPE CORPORATION, ET AL AND THE TOWN OF RIDGELAND, SOUTH CAROLINA AND TO AUTHORIZE THE TOWN ADMINISTRATOR TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT AND SUBJECT TO THE PROVISIONS OF THE DEVELOPMENT AGREEMENT AND ARTICLE X OF THE TOWN OF RIDGELAND ZONING ORDINANCE AND LAND USE DEVELOPMENT REGULATIONS TO ZONE THE PROPERTY AS A PLANNED DEVELOPMENT DISTRICT.

WHEREAS, the Town of Ridgeland, South Carolina (the "Town"), acting by and through its Town Council (the "Council"), is empowered under and pursuant to the provisions of the South Carolina Local Government Development Agreement Act, Title 6, Chapter 31, Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into development agreements relating to property within the Town known as the "Good Hope Tract";

WHEREAS, the Good Hope Corporation; Coles Island, LLC; Lawrence B. Van Ingen III; Anne H. Van Ingen; Mary VI. Courtemanche; Evelyn VI. Fell; Herbert P. Van Ingen; Helen Engelhardt, Successor Trustee of the Serena V.I. McCallum Revocable Trust dated February 13, 2003; Harriet Love; William B. Van Ingen; Edie Crawford; and Gillean Corp. ("Owners"), as owners of the Good Hope Tract, seek to enter into a development agreement with the Town related to the property;

WHEREAS, the owners of the Good Hope Tract have pursuant to Article X of the Town of Ridgeland Zoning Ordinance and Land Use Development Regulations ("TRZO") submitted a Concept Plan and application for zoning of the Good Hope Tract as a Planned Development District ("PDD");

WHEREAS, the Town has determined that it is a proper exercise of the police power and other authority granted to the Town government, and is to the benefit of the general health and welfare of the citizens of the Town, for the Town to enter into a development agreement relating to the development of the property known as the Good Hope Tract;

WHEREAS, the Act requires a development agreement to be approved by the Council by adoption of an ordinance; and

WHEREAS, the TRZO requires a Concept Plan and an application for PDD designation to be processed as an amendment to the zoning ordinance and approved by adoption of an ordinance by the Council.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

Section 1. In addition to the recitals set forth above, which the Council hereby adopts as findings of fact, the Council specifically finds that the Development Agreement attached hereto as Exhibit A (the "Development Agreement") complies with the Town's Comprehensive Plan, the Act and the TRZO. The terms, provisions, and conditions of the Development Agreement are incorporated herein by reference as if set forth herein in their entirety. The Development Agreement is to be in substantially the form as attached to this Ordinance and hereby approved, or with such minor changes therein as shall be approved by the Town Administrator executing the same. The execution thereof shall constitute conclusive evidence of the Town's approval of any and all changes or revisions therein from the form of the Development Agreement attached to this Ordinance.

Section 2. The terms, provisions and conditions of the Development Agreement are hereby approved in accordance with the Act and the TRZO. The Development Agreement shall be effective immediately upon approval of this ordinance after second reading and execution by the Owners and the Town Administrator, as authorized in Section 3 hereof.

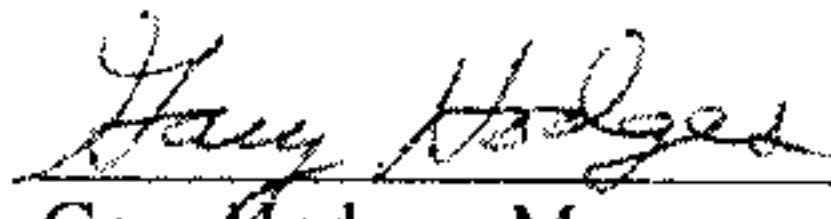
Section 3. The Town Administrator is authorized to execute and deliver the Development Agreement on behalf of the Town, and any other necessary documents or instruments incidental to the approval of this ordinance and the Development Agreement.

Section 4. The Concept Plan and application for designation of the Good Hope Tract as a PDD, attached hereto as Exhibit B and Exhibit C, respectively, and incorporated by reference as if set forth herein in their entirety, comply with the requirements of the TRZO and are hereby approved and adopted as amendments to the TRZO. The Good Hope Tract, upon final approval of this Ordinance and execution of the Development Agreement, shall be zoned as a PDD and the Concept Plan shall be deemed part of the regulations applying to the Good Hope Tract.

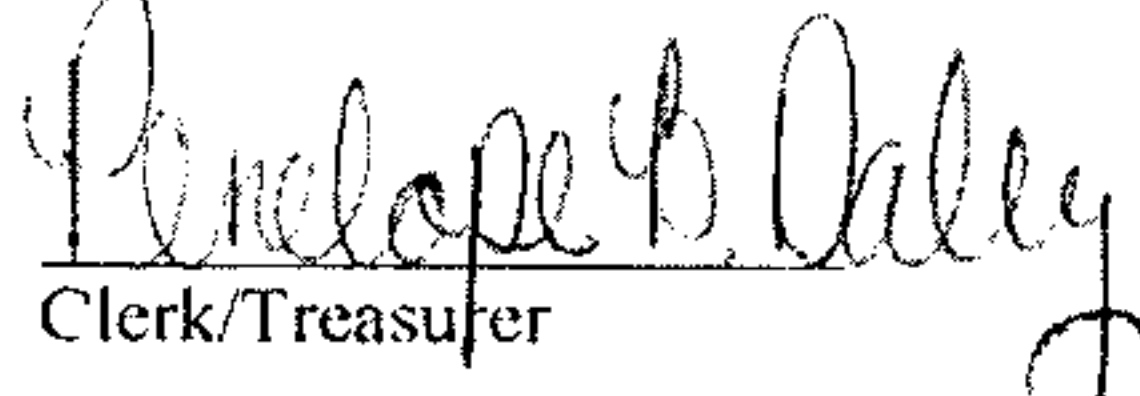
Section 5. This Ordinance shall take effect and be in full force immediately upon approval following second reading.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGELAND, SOUTH CAROLINA, ASSEMBLED BY THE AUTHORITY THEREOF THAT THIS ORDINANCE IS ADOPTED AND APPROVED ON THIS 18th DAY OF JUNE, 2009.

Approved:


Gary Hodges, Mayor

Attest:


Clerk/Treasurer

First Reading: May 5, 2009

Second Reading: June 18, 2009

EXHIBIT "C"
DEVELOPMENT SCHEDULE

EXHIBIT "C"

DEVELOPMENT SCHEDULE

Development of the Property is anticipated to occur over a thirty (30) year Term with applicable extensions pursuant to Section 3 herein. The sequence and timing of development and conservation easements will be dictated by market conditions. The following approximation of development activity is to be updated as the project progresses. If the development schedule is not met, it shall not be considered a default of this Development Agreement.

Year	Residential (Dwelling Units)	Commercial (Acres)
2009 -2013	0	0
2014	175	0
2015	175	30
2016	175	30
2017	175	30
2018	175	30
2019	175	30
2020	175	30
2021	175	35
2022	175	40
2023	175	45
2024	175	50
2025	186	55
2026	186	60
2027	186	55
2028	176	50
2029	175	45
2030	175	40
2031	175	30
2032	175	30
2033	175	30
2034	175	30
2035	175	30
2036	175	30
2037	175	30
2038	175	17

As stated in the Development Agreement, Section 8, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix. Total residential units do not include units resulting from conversion rights as provided in the Development Agreement.

EXHIBIT "D"
CPDO

ORDINANCE NO. 07-37

**AN ORDINANCE ADDING ARTICLE XI,
CONSERVATION PROTECTION DISTRICT,
TO THE TOWN OF RIDGELAND ZONING ORDINANCE
AND LAND USE DEVELOPMENT REGULATIONS**

WHEREAS, the Town has identified the need to provide in its Zoning Ordinance for a Conservation Protection District, the purpose of which is to encourage and promote Best Management Practices associated with resource-based conservation, preservation and development plans that protect the natural resources associated with the land and adjacent coastland environs, and development plans that allow the creation of human settlements that will become an integral, interactive part of a healthy rural eco-system.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGELAND THAT THE FOLLOWING ARTICLE XI, CONSERVATION PROTECTION DISTRICT, IS ADDED TO THE ZONING ORDINANCE:

ARTICLE XI

CONSERVATION PROTECTION

- 11.1 Purpose.** The purpose of the Conservation Protection District ("Conservation District") is to encourage and promote Best Management Practices associated with resource-based conservation, preservation and development plans that protect the natural resources associated with the land and adjacent coastland environs, and development plans that allow the creation of human settlements that will become an integral, interactive part of a healthy rural eco-system. "Best Management Practices" are policies, procedures and structures implemented to mitigate the adverse environmental effects on surface water quality and other natural resources resulting from development.
- 11.2 Establishment of the Conservation District.** The Conservation District is a zoning district that is granted to an Applicant upon application to the Town, review and recommendation by the Planning Commission, and approval by the Town Council of the Town of Ridgeland. The Town Council shall review and confirm Conservation District status in accordance with the provisions herein.
- 11.3 Conservation District Not Mandatory.** The Town's intent is not that all annexed property must be subject to a Conservation District. The Town recognizes, however, that certain landowners may desire a Conservation District, and the Conservation District is made an available option through this Article.
- 11.4 Use Restrictions Within the Conservation District.**
- 11.4.1** The total acreage of land subject to a Conservation District, which may be owned by one owner or owners of contiguous land, shall be not less than five hundred (500) acres.
- 11.4.2** Not less than fifty percent (50%) of the gross acreage (gross acreage meaning all acreage, including uplands, flood plain lands, wetlands and wetlands buffer areas) in a Conservation District must be preserved as "Open Space." "Open Space" shall mean acreage that is not developed as industrial, commercial or residential facilities, but is maintained as either natural area or open space limited to the following uses:
- 11.4.2.1** Wildlife and forest preserves, conservation areas, and hunting areas;
- 11.4.2.2** Landscaped areas included in developed areas, such as manicured village greens;
- 11.4.2.3** Recreation areas, including ballfields, playgrounds, gardens, multi-use paths and trails;

- 11.4.2.4 Parks;
 - 11.4.2.5 Freshwater wetlands including associated buffers and shoreline protection buffer areas;
 - 11.4.2.6 Perimeter buffers and unpaved utility easements without vertical construction;
 - 11.4.2.7 Lagoons, ponds, impoundments and lakes (detention, retention or recreational);
 - 11.4.2.8 Public or private golf courses, including ancillary facilities such as golf learning centers, practice facilities and support facilities;
 - 11.4.2.9 Publicly dedicated lands/Conservation Easement areas;
 - 11.4.2.10 Areas containing cultural and historic resources;
 - 11.4.2.11 Treated wastewater application areas;
 - 11.4.2.12 Shoreline protection buffers.
 - 11.4.2.13 Wildlife habitat preserves.
 - 11.4.2.14 Safe harbor species protection zones pursuant to state or federal law.
- 11.4.3 The uses permitted in the portions of the Conservation District not dedicated to Open Space shall be limited to those uses permitted in the Open Space/Natural Resources Conservation District (OSD) as specified in Article IX of the Zoning Ordinance, and also the following:
- 11.4.3.1 Wildlife hunting and fishing facilities;
 - 11.4.3.2 Clubs and lodges;
 - 11.4.3.3 Game propagation and wildlife management areas;
 - 11.4.3.4 Equestrian stables and training facilities;
 - 11.4.3.5 Silviculture activities, including controlled burning and Forestry Management Best Management Practices.
 - 11.4.3.6 Single family residential and Village Commercial, subject to the density limitations of Section 11.4.4.
- 11.4.4 Density limitations in the Conservation District shall be as follows:
- 11.4.4.1 Residential: Total overall residential density for the Property subject to this Ordinance shall not exceed the number of single family dwellings that equates to one unit per four (4) gross acres. Single family residential shall include kitchens, eating facilities, gathering spots, barns or other accessory structures not used for commercial purposes. In tracts or parcels of land of eight (8) acres or more owned by one individual or one entity ("Family Compounds"), three additional guesthouses (each a "Guesthouse") will be allowed, provided that the Guesthouses shall be counted as one single family dwelling unit against the total allowed maximum residential density set forth above. For example, one primary dwelling and three Guesthouses in a Family Compound shall count as two single family dwelling units for density purposes. A Guesthouse shall be used only by guests of the owner, shall not be a primary residence and shall not be rented. In order to achieve resource protection and preservation and vision in the Conservation District, the clustering of single family residential dwellings shall be

allowed provided that the overall fifty (50%) percent Open Space requirement is met for the entire Property;

11.4.4.2 Village Commercial: Village Commercial space as needed to accommodate the needs of village residential areas. Village Commercial uses shall include all of the permitted uses described in Section 6.2 of the Town of Ridgeland's Zoning and Land Use Development Regulations entitled General Commercial District. Village Commercial space allowed within the Conservation Zoning District shall not exceed two (2%) percent of the total gross acreage of the contiguous Conservation Zoning District. All Village Commercial uses must accommodate pedestrian activity. Strip shopping centers shall be prohibited. Building setbacks and parking standards for Village Commercial uses shall be subject to the approval of the Ridgeland Planning Commission prior to the development approval;

11.4.5 Land within a Conservation District shall be subject to the following provisions with respect to that portion of the land adjoining navigable waters of the United States:

11.4.5.1 The owner shall maintain a 100-foot shoreline protection buffer from the mean high water mark as determined by OCRM to prevent negative impacts of development in and adjacent to the navigable waters and their tributaries;

11.4.5.2 Within the shoreline protection buffer allowable development will be limited to docks, boat ramps, roads used to access marine facilities, pervious walkways, elevated walkways and approved accessory uses;

11.4.5.3 View corridors shall be allowed to penetrate shoreline protection buffers on subdivided lots adjacent to navigable waters of the United States and their tributaries not to exceed one third of the total width of the rear of the lot at the shoreline with the remainder of the shoreline protection buffer being maintained in unaltered vegetation as is consistent with accepted Best Management Practices;

11.4.5.4 Shoreline alteration is prohibited except for reasonable access or approved accessory uses, unless such alteration is approved by the Town and other government authorities having jurisdiction and such alteration is in the public interest, or repairs erosion, or does not adversely impact water quality, natural habitat and adjacent shoreline uses;

11.4.5.5 Septic tanks, drain fields and wells shall be allowed where it is impractical to extend sewer and water to any site provided septic tanks, drain fields and wells shall be set back at least 200 feet from the shoreline of navigable waters of the United States or their tributaries.

11.4.6 Best Management Practices shall be applied to all stormwater controls within the Property.

11.4.7 Wetlands: Except as otherwise provided by law, jurisdictional wetlands shall be preserved and protected in order to achieve no net loss of functional wetlands within the Conservation District.

11.4.8 Prohibited Uses in the Conservation District:

11.4.8.1 Manufactured Homes or Manufactured Home parks;

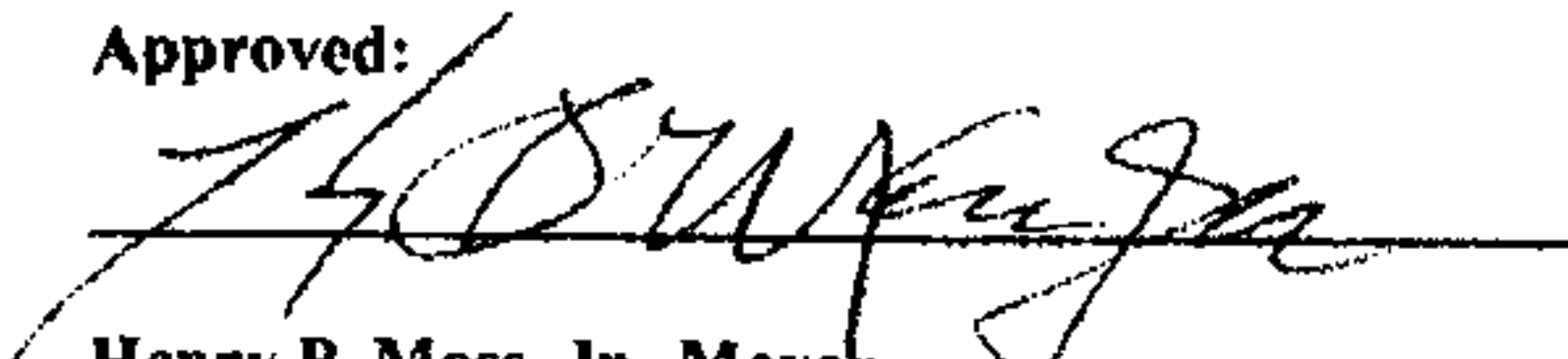
11.4.8.2 Any business involving junk, salvage operations, and/or the open storage of junk and salvage materials;

11.4.8.3 Automobile and other vehicle repair shops;

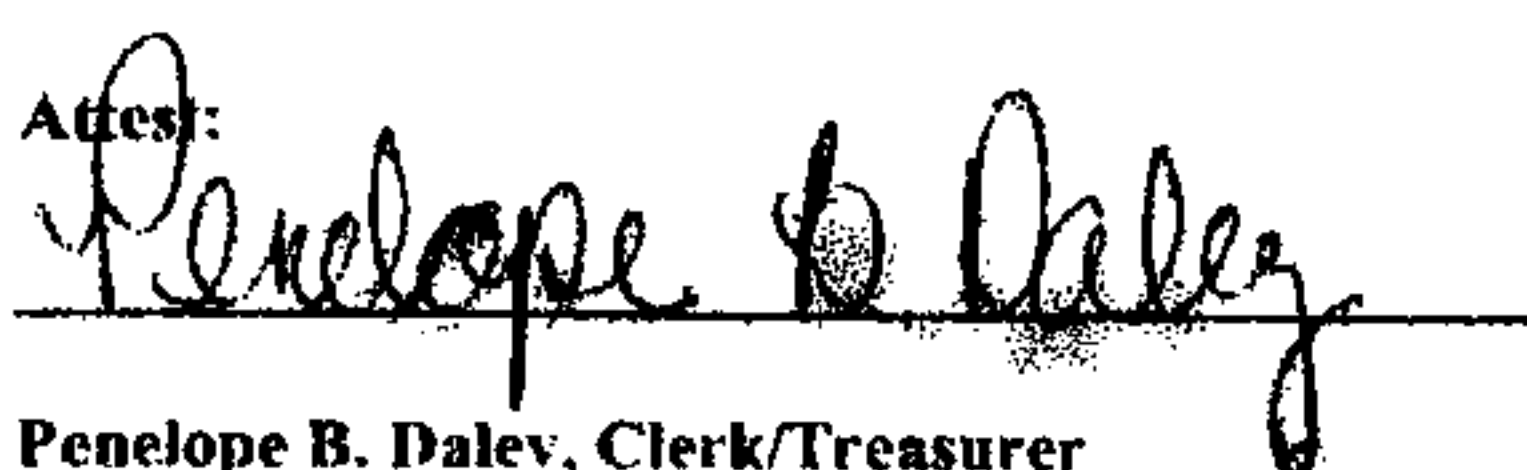
- 11.4.8.4 Telecommunications towers, to the extent such prohibition is not restricted by state or federal law;
- 11.4.8.5 Mining/resource extraction, except in conjunction with the creation of recreational lakes, canals and stormwater management systems;
- 11.4.8.6 Jails, prisons, work-release or other similar facilities;
- 11.4.8.7 Any business that constitutes a nuisance;
- 11.4.8.8 Any industrial uses; and
- 11.4.8.9 Any other use not permitted under Section 11.4.2 for Open Space or under Section 11.4.3 for non-Open Space.
- 11.4.9 Within the Conservation District a wildlife corridor analysis shall be performed. This analysis shall determine the appropriateness of such corridors, how extensive they should be, the location of potential corridors, what physical resources are available for implementation and possible economic incentives for property owners to voluntarily participate in the formation of a wildlife corridor program.
- 11.4.10 Any docking facilities into navigable waters shall be in accordance with an approved Dock Management Plan filed and approved by the South Carolina Office of Coastal Resource Management ("OCRM") or any successor agency carrying out its functions.
- 11.5 **Annexation Under Conservation Protection District Zoning Classification.** Any property annexed under this Conservation Protection District zoning classification shall not be required to comply at the time of annexation with the requirements of Article X, Planned Development District, but shall be required to comply with Article X prior to development for uses other than as specifically permitted under this Article XI. In the event that the owner of any property subject to the provisions of this Article XI elects to apply for re-zoning as a PDD, upon adoption by the Town of the ordinance establishing the PDD, the provisions of this Article shall continue to apply to the property as an overlay district, except to the extent that the PDD provides that designated provisions of this Article will not continue to apply or are modified with respect to the PDD.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGELAND, SOUTH CAROLINA IN COUNCIL ASSEMBLED AND BY THE AUTHORITY THEREOF THAT THIS ORDINANCE IS ADOPTED AND APPROVED ON THIS 3 DAY OF January, 2008.

Approved:


Henry P. Moss, Jr., Mayor

Attest:


Penelope B. Daley, Clerk/Treasurer

First Reading: December 13, 2007

Second Reading: January 3, 2008

EXHIBIT "E"
DEVELOPMENT FEES

Exhibit E
Good Hope PDD Development Fee Schedule

Land Use Type	Police & Fire	Parks	Schools	Admin/ Planning	Downtown Redevelopment
<u>Residential</u>					
Single Family Residential (per lot)	\$1,200	\$320	\$200	\$25	\$150
Multi-family Residential (per unit)	\$1,200	\$320	\$200	\$25	\$150
<u>General Business</u>					
Hotel / Motel (per room)	\$320	\$320	-	\$25	\$100
Bed & Breakfast (per room)	\$320	\$320	-	\$25	\$50
Recreational Vehicle Park	\$320	\$320	\$125	\$25	\$50
Restaurant (per seat)	\$25	-	-	\$25	\$25
<u>Office</u>					
General Office (per 1000 square ft)	\$320	-	-	\$25	\$50
Medical Office (per 5,000 sq ft)	\$320	-	-	\$25	\$100
<u>Retail / Commercial</u>					
Retail Under 100,000 sq ft (per 1000 sq ft)	\$320	-	-	\$25	\$100
Retail 100,000 to 499,999 sq ft (per 1000 sq ft)	\$320	-	-	\$20	\$75
Retail over 500,000 sq ft (per 1000 sq ft)	\$320	-	-	\$15	\$50

Land Use Type	Police & Fire	Parks	Schools	Admin/ Planning	Downtown Redevelopment
Gasoline / Convenience Store (per pump)	\$320	-	-	\$100	\$200
Day Care Center (per 5,000 sq ft)	\$100	-	-	\$50	-
Hospital (per bed)	\$100	-	-		\$50
Nursing Home & Assisted Living (per bed)	\$100	-	-	\$25	\$50
Movie Theaters (per seat)	\$5	-	-	\$5	\$5
Golf Course (per acre)	\$80	-	-	\$15	\$10

Uses not listed above will be compares against the ones listed above and the most appropriate category will be applied.