

**SECOND AMENDMENT TO THE AMENDED AND  
RESTATED DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
KIAWAH RESORT ASSOCIATES, L.P., ET AL AND  
THE TOWN OF KIAWAH ISLAND**

WHEREAS, the Town of Kiawah Island and Kiawah Resort Associates, L.P. and its related entities (respectively referred to as “Town” and “Property Owner”), entered into an Amended and Restated Development Agreement on December 5, 2013 (hereinafter the “Agreement”), effective that same date, recorded at Book 0377, Page 802, in the Office of the Register of Deed for Charleston County; and

WHEREAS, the Town of Kiawah Island and Kiawah Resort Associates, L.P. and its related entities (respectively referred to as “Town” and “Property Owner”), entered the First Amendment to the Agreement on or about June 4, 2019, recorded at Book 0804, page 670, in the Office of the Register of Deed for Charleston County; and,

WHEREAS, the Agreement provides in Section 22 that the Agreement may be amended by the Parties; and,

WHEREAS, the Parties desire to amend the Agreement to change the maximum number of Dwelling Units in a multifamily building on one portion of the Real Property, specify the maximum total number of Dwelling Units for that same portion of the Real Property, and prescribe supplemental development standards for that same portion of the Real Property.

NOW, THEREFORE, in return for the mutual promises herein and other valuable consideration, the Town and Property Owner agree to amend, and hereby amend, the Agreement as follows:

- a. "Parcel 13A" as shown and designated in the graphics attached to replacement Exhibit 13.2, attached hereto, shall constitute a portion of Parcel 13 and shall be subject to the Agreement, as amended hereby; and,
- b. Existing Exhibit 13.2 is removed and replaced with the attached Exhibit 13.2 titled "Parcel-Specific Development Standards" dated 08.05.19; and,
- c. Existing Exhibit 13.3 is hereby removed and replaced with the attached Exhibit 13.3 titled "Table of General Lot Standards" dated 07.26.19; and,
- d. Notwithstanding any of the terms and conditions of the Agreement and Exhibits thereto, as amended, or of the Town's Land Development Regulations to the contrary:
  - i. The Property Owner may have up to a total of 84 Dwelling Units on Parcel 13A, which shall be comprised of (A) up to 80 Dwelling Units within up to 6 residential buildings, two (2) of which buildings may contain up to but not more than twenty (20) Dwelling Units per building, two (2) of which buildings may contain up to but not more than twelve (12) Dwelling Units per building, and the remainder of which buildings may contain up to but not more than eight (8) Dwelling Units per building; and (B) up to 4 Membership Lodge guest Dwelling Units as part of a Private Club.
  - ii. Pursuant to Exhibit 13.2.2 attached to replacement Exhibit 13.2, portions of Parcel 13A shall be subject to a reduced "Limited Height Zone A" and "Limited Height Zone B" as located and described therein, the remainder of Parcel 13A being subject to the standard maximum height limitations for Parcel 13 as set forth in Exhibit 13.2.

- iii. The building cover (as defined in the Town's Land Development Regulations) of the combined residential buildings and amenity buildings on Parcel 13A shall not exceed 25%.

All other terms, conditions, and provisions of the Agreement and First Amendment shall remain in full force and effect.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.

The Agreement, as amended by the First Amendment and this Second Amendment, shall be binding upon and inure to the benefit of Property Owner and its successors in title to the Real Property.

IN WITNESS WHEREOF, this Second Amendment to the Agreement has been entered and enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

[Signature pages to follow]

# TOWN OF KIAWAH ISLAND

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF:

TOWN OF KIAWAH ISLAND (Town)  
(SEAL)

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By: \_\_\_\_\_  
Craig Weaver, Mayor

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Attest: \_\_\_\_\_  
Petra Reynolds  
Clerk of Council

[illegible]

## ACKNOWLEDGMENT (TOWN)

THE FOREGOING INSTRUMENT was acknowledged before me by the TOWN OF KIAWAH ISLAND, by Craig Weaver, its Mayor, and Petra Reynolds, its Clerk of Council, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**PROPERTY OWNER**

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.  
(SEAL)

By: Coral Canary GP, L.L.C.  
a Delaware limited liability company  
(CORP.SEAL)

Its: General Partner

\_\_\_\_\_

By: \_\_\_\_\_

Jordan Phillips

Its: Vice-President

\_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON        )

**ACKNOWLEDGMENT**

THE FOREGOING INSTRUMENT was acknowledged before me by KIAWAH RESORT ASSOCIATES, L.P., by Coral Canary GP, L.L.C., a Delaware limited liability company, its General Partner, by Jordan Phillips, its Vice-President, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_ (SEAL)

Notary Public for South Carolina

My commission expires: \_\_\_\_\_

**PROPERTY OWNER**

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

KDP II LLC

(SEAL)

\_\_\_\_\_

By: \_\_\_\_\_

Jordan Phillips

Its: Vice-President

\_\_\_\_\_

STATE OF SOUTH CAROLINA )

)

COUNTY OF CHARLESTON )

**ACKNOWLEDGMENT**

THE FOREGOING INSTRUMENT was acknowledged before me by KDP II LLC, by Jordan Phillips, its Vice-President, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_ (SEAL)

Notary Public for South Carolina

My commission expires: \_\_\_\_\_

**Exhibit 13.2: Parcel-Specific Development Standards**

11/4/2013

Revised 08.05.19

Parcel #	Parcel Description	Use Type (1)	Approx. Acres(2)	Maximum Gross Density (3)	Total Units (4)	Existing Units (5)	Maximum New Units (6)	Maximum F.A.R. W/Transfer (7)	Maximum Height Stories/Feet (8)	Parcel Open Space (9)
2	Mingo North	R-2, C	8.27	3	12	0	12	0.20	2.5/35	30
3	Mingo South	R-2, C	4.40	3	13	0	13	0.20	2.5/35	30
4	Little Rabbit	R-2, C	4.50	4	18	0	18	0.25	2.5/35	30
5	Rabbit North	R-2, C	6.20	3	19	0	19	0.20	2.5/35	30
6	Kiawah River Commons	R-2, C	9.16*	6	55	0	55	0.25	4/50	30
7	Sales Center	C	2.37	-	-	-	-	0.25	4/50	30
8	Parkway Gate	C	1.20	-	-	-	-	0.25	2.5/35	30
9	Beachwalker Office Park	R-2, C	1.75	6	10	0	10	0.25	2.5/35	30
10	Marsh Point Residual	R-2, C	0.66	6	4	0	4	0.20	2.5/35	30
11	Beachwalker Lagoon	R-3, C	5.94	10	60	0	60	0.25	4/50	30
12A	Beachwalker Park	R-3, C (15)	8.70	12	104	0	104	0.20	4/65 (10)	30
12B	Captain Sam's	R-1 (15) (16)	155.34 (20)	2.5	50	0	50	-	2.5/40	40
13	Beachwalker Ocean (31)									
	Parcel 13A	R-3, C (15) (30)	13.81	12	84	0	84 (28)	0.20	4/65 (10) (29)	30
	Remainder of Parcel 13	R-3, C (15)	11.28	12	150	0	150	0.20	4/65 (10)	30
15	Utility Tracts	U	34.36	-	-	-	-	0.25	2.5/35	30
16	Settlement (27)	R-2, C (14) (15)/PR	289.60	3	869	121	80	-	4/50	40
18	Captain Maynards	R-1	11.38	1.5	17	6	11	-	2.5	40
21	East Beach Lagoon	R-3	3.00	8	24	24	0	-	4/50	40
22	East Beach Interior (19)	R-2 (15)	33.22	6	199	23	176	-	4/50	40
23	Governor's Marsh	R-2 (15)	12.73	6	76	16	60	-	2.5/40	40
25	Vanderhorst Mansion	R-1	18.34	1.5	28	1	27	-	(11)	50
30	Preserve	R-1	278.30	2	557	163	0	-	2.5/40	50
31	Eagle Point	R-1	18.32	1.5	27	-	0	-	2.5/40	50
32	Eagle Point	R-1	14.96	1.5	22	-	0	-	2.5/40	50
34	Summer Islands	R-1	30.96	1	31	-	0	-	2.5/40	50
37	Club Cottage Lane	R-2 (15)	8.20	4	33	11	0	-	2.5/40	50
41	Osprey Beach 2	R-1, C (15)	21.73	2	43	21	2	(12)	2.5/45	40
42	Otter Island	R-1	109.10	1	109	100	0	-	2.5/40 (21)	50
43	Ocean Park	R-2 (17) (15)	240.42	1.5	360	11	349	-	2.5/40 (21)	50
44	Bear Island	R-2 (17)	149.05	(13)	2	0	0	-	2.5/40	50
50	Freshfields Village PD	FVPD	57.06	(25)	200	0	200	(26)	3.0/55	30
60	Cassique (27)	R-2 / PD / PR	343.45	4	275	98	177		2.5/40	30
70	Tract III-A (Freshfields Utility Tract)	U	4.28	-	-	-	-	0.25	2.5/35	30

Parcel 6 Kiawah River Commons: The approximate area has been corrected from an error in the 2005 DA to 9.16 acres. This does not have an impact on the maximum allowable vested unit count limit.

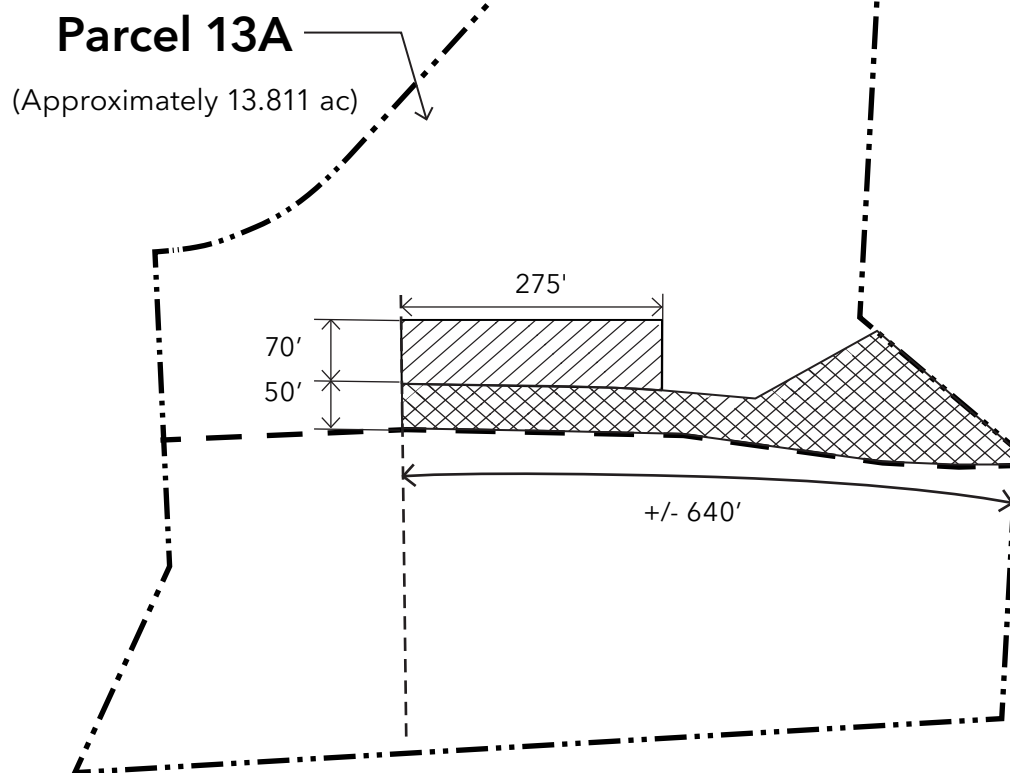
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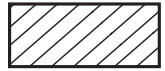
#### Notes Governing Exhibit 13.2: Parcel Specific Development Standards

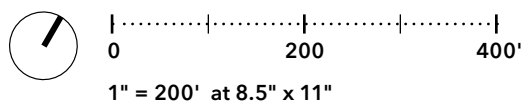
- 1 Parcel with more than one use designation may be appropriate for either type of land use indicated in the above table. All uses shall comply with the appropriate standards for the use type as defined in this agreement. Development consisting of more than one use shall be subject to approval of the Town in accordance with ¶ 13.B.5. Mixed Use Development.
- 2 Acreage figures are approximate and may vary somewhat over time.
- 3 Gross Density equals the number of potential Dwelling Units (existing and future) divided by the gross residential acreage of the parcel above mean high water, excluding Fresh Water and Salt Water Wetlands. Gross Density limits are not intended to discourage or limit the development of higher density types or clusters or residences within a parcel; provided, however, that maximum density limits are used to establish an absolute cap on the total number of Dwelling Units on a parcel. The above maximum Densities can not be obtained for every parcel; as each parcel is platted or sold, the Property Owner shall clearly establish the maximum number of Dwelling Units which may be permitted on a parcel. In no instance shall the maximum number of Vested Units on Kiawah Island established after October 12, 2005 exceed 1,184. In the event that density is limited by physical constraints, a bridge permit or other regulatory constraint beyond the Town's jurisdiction, said limits are not intended to be superseded by this agreement.
- 4 The total number of single family Lots and non-single family Dwelling units permitted in the parcel at maximum permitted densities.
- 5 The number of single family Lots with preliminary plat approval and the number non-single family dwelling units approved by the Town as of July 23, 2005.
- 6 The maximum number of Vested Units which may be approved on any one parcel, subject to the limit of 1,184 total Vested Units on Kiawah Island established after October 12, 2005. The total for this column is 1,264 units excluding Freshfields Village PD and Cassique. Where existing units are indicated in the previous column, resubdivision may be required prior to establishing any Vested Units.
- 7 Maximum floor area ratio (FAR) equals the building floor area divided by the non-residential or mixed use acreage above mean high water, excluding Fresh Water and Salt Water Wetlands. This column shows the maximum floor area ratio which may be Developed on an individual parcel. In no event shall the total amount of non-residential development, exceed 219,000 square feet for the Real Property.
- 8 No development shall exceed the maximum number of stories or the maximum height in feet listed in this column, subject to the bulk limitations described in ¶ 13.B.1.(e), provided however, that by reason of floodplain regulations, and the need for innovative design for view-shed and hurricane safety purposes, the height limit on single family residences is forty (40) feet from Ground Floor Level. A maximum height of 45 feet from Ground Floor level is permitted on Parcels 12A, 13, 41, 42 and 43 for single family. Listed height in feet applies to non-single family development.
- 9 Parcel open space as described in ¶ 13.B.4. of this Agreement, is the minimum percentage requirement of Pervious Coverage for a Parcel.
- 10 Height allowance of 65 feet from Ground Floor level is to allow for alternative forms and configurations of massing to minimize the impact of 4 habitable floors. This would include but not be limited to increased roof pitches, dormers, and innovation in overall massing.
- 11 No structure on this Parcel shall be higher than the upper eave height of the Vanderhorst Mansion.
- 12 Non-residential uses shall be limited to the Beach Club and associated uses, including dining, kitchen/food preparation areas, public lobby, meeting rooms, lounge, club administrative/operations offices, service and mechanical areas, locker rooms, restrooms, retail store for beach/pool sundries and other uses normally associated with beach club operations and or restaurant/snack bar facilities. Total building floor area for non-residential habitable structures on this Parcel not to exceed 25,000 square feet.
- 13 See ¶ 16(d), *infra*.
- 14 Non-residential uses shall be limited to golf country club uses including golf pro shop, tennis pro shop, locker rooms, restrooms, dining, kitchen/food preparation, public/lobby area, meeting rooms, lounge, swimming pool, tennis courts, golf course, practice range, maintenance facilities, club administrative/operations offices, service and mechanical areas, maintenance and other uses normally associated with golf country club operations. Total building floor area for non-residential habitable structures on this parcel shall not exceed 40,000 square feet for club operations and 15,000 square feet for golf course/grounds maintenance.
- 15 Currently there are three (3) Membership Lodge structures used by guests of Property Owner and/or Kiawah Island Club, Inc. and located on Parcel 37. The Property owner agrees on behalf of Kiawah Island Club, Inc. that the Club will not lease more than 20 Membership Lodge structures on Kiawah Island, and 20 Membersho Lodge structures on Cassique, including those currently existing at any one time, and further agrees that these structures will be limited to Parcels 12A, 12B, 13, 16, 22, 23, 41, 43 and 60.
- 16 Development subject to provisions of ¶ 16(f).
- 17 Dwelling unit types limited to single family detached units, including patio homes and zero Lot line developments.
- 18 Intentionally omitted.
- 19 Access to East Beach Interior is limited to Green Dolphin Way and Turtle Point Lane. Existing tunnel connection between Parcels 16 and 22 to remain.
- 20 No greater than 20 acres of land may be Developed for residential use plus land for infrastructure (roads, utilities, trails, paths, community recreation, etc.)
- 21 Maximum building height for parcels 42 (Otter Island lots 1-41) and 43 (Cougar Island) shall be increased to 45' for lots on the water side of the road and are oriented to the ocean or Penny Creek, as determined by ARB.
- 25 Maximum density of parcel 50 is 200 dwelling units overall.
- 26 Maximum non-residential is 480,000 square feet of retail sales, services and offices, as indicated in Exhibit 13.1: Table of Permitted Uses, and in addition no greater than 100 hotel rooms.
- 27 Residential development shall be permitted in the PR use type of Parcels 16 and 60 provided the total area used for residential purposes does not exceed 10 acres in each parcel. The intent is to provide the Property Owner the flexibility to integrate permitted residential within the grounds of the golf courses. The maximum of 10 acres in The Settlement and 10 acres in Cassique golf courses may be in whole or in parts, whichever provides for the balance of golf play and allowable residential uses.
- 28 Maximum number of Dwelling Units within Parcel 13A, as indicated in Exhibit 13.2.1, shall not exceed 84 and shall be comprised of (i) up to 80 Dwelling Units within up to 6 residential buildings and (ii) up to 4 Membership Lodge Dwelling Units as part of a beach club amenity (which Private Club amenity facilities and 84 Dwelling Units together shall comply with the requirements hereof as a single residential use project). Within Parcel 13A, there shall be no more than Six (6) residential buildings in total containing the maximum eighty (80) residential Dwelling Units, two (2) of which buildings may contain up to but not more than twenty (20) Dwelling Units per building, two (2) of which buildings may contain up to but not more than twelve (12) Dwelling Units per building, and the remainder of which buildings may contain up to but not more than eight (8) Dwelling Units per building.
- 29 Maximum Height within Parcel 13A is limited within a specific area as delineated in Exhibit 13.2.2.
- 30 Building cover is limited to 25% on Parcel 13A. Exhibit 13.2.3 represents an approximate conceptual site organization for Parcel 13A, the location of residential and amenity or accessory buildings to be subject to Town site plan approval.
- 31 Parcel 13 shall consist of two parts, shown as Parcel 13A on Exhibit 13.2.1, and the remainder of Parcel 13.

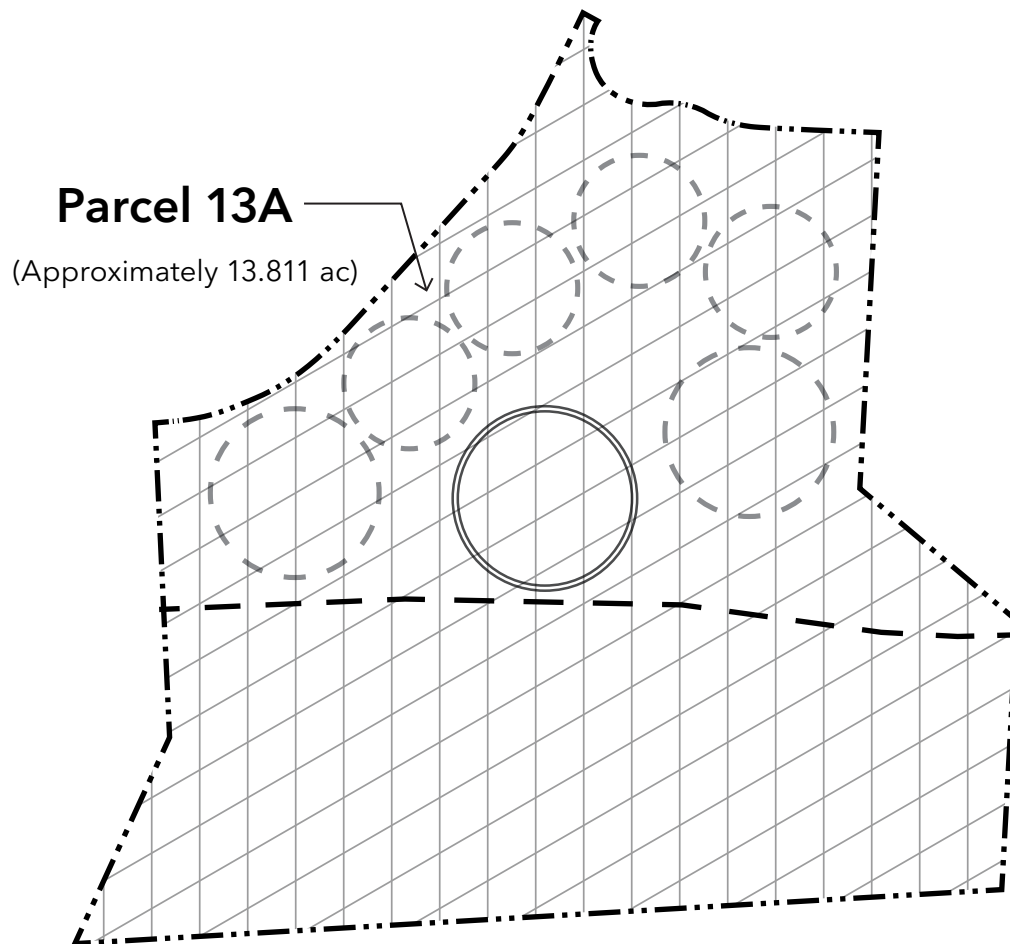


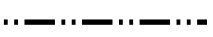


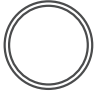
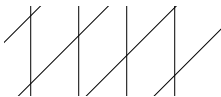


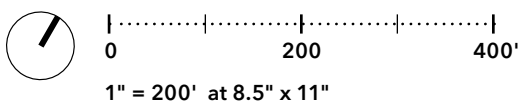


.....	Parcel 13A Boundary
-----	DHEC-OCRM 2009 Baseline
	<b>Limited Height Zone A</b> Structures within Limited Height Zone A are restricted to 25' in Height.
	<b>Limited Height Zone B</b> Structures within Limited Height Zone B are restricted to 35' in Height.





	Parcel 13A Boundary
	DHEC-OCRM 2009 Baseline
	Residential Buildings
	Amenity/Club/ Member Lodge Units
	Use Type R-3
Maximum Building Cover: 25%	



**Exhibit 13.3: Table of General Lot Standards**  
**11.15.2013**
**R-1 Residential <sup>1)</sup>**

Single Family Detached Dwellings

Density: 3.0 D.U./Acre

Lot Size (sq. ft.)	Maximum % Coverage	Lot Dimensions		Setback <sup>3) 4)</sup>			Height <sup>5)</sup>	
		Width <sup>2)</sup>	Depth	Front	Side	Rear	Floors	Feet
8,000-11,999	40	60	100	25	10	25	2.5	40
12,000 +	33	75	100	25	20	25	2.5	40

**R-2 Residential <sup>1)</sup>**

Attached and Detached Dwellings (no greater than 6 D.U./Building)

Density: 6.0 D.U./Acre and 4.0 D.U./Acre <sup>7)</sup>

Lot Size (sq. ft.)	Maximum % Coverage	Lot Dimensions		Setback <sup>3) 4)</sup>			Height <sup>5)</sup>	
		Width <sup>2)</sup>	Depth	Front	Side <sup>8)</sup>	Rear <sup>9)</sup>	Floors	Feet <sup>10)</sup>
6,000-7,999	50	55	85	20	7/5	20/15	2.5	40/35
8,000-11,999	40	60	100	25	10/5	25/15	2.5	40/35
12,000 +	33	75	100	25	20/5	25/15	2.5	40/35

**R-3 Residential <sup>1)</sup>**Attached and Detached Dwellings (no greater than 7 D.U./Building) **15)**

Density: 12.0 D.U./Acre

Lot Size <sup>6)</sup> (sq. ft.)	Maximum % Coverage	Lot Dimensions		Setback <sup>3) 4)</sup>			Height <sup>5)</sup>	
		Width <sup>2)</sup>	Depth	Front	Side	Rear	Floors	Feet
2,000-3,999	60	20	65	10	3	10	2.5	40
4,000-5,999	50	30	75	15	7	15	2.5	40
6,000-7,999	50	55	85	20	7	20	2.5	40
8,000-11,999	40	60	100	25	10	25	2.5	40
12,000 +	33	75	100	25	20	25	2.5	40

**CSQ-PD <sup>1)</sup>**

Single Family Detached Dwellings

Density: 4.0 D.U./Acre <sup>11)</sup>

Lot Size <sup>6)</sup> (sq. ft.)	Maximum % Coverage <sup>13)</sup>	Lot Dimensions		Setback <sup>3) 4)</sup>			Height <sup>5)</sup>	
		Width <sup>2)</sup>	Depth	Front <sup>12)</sup>	Side <sup>14)</sup>	Rear	Floors	Feet
6,000-7,999	60	60	85	10/5	5/0	10	2.5	35
8,000-11,999	50	60	100	10/5	5/0	10	2.5	35
12,000 +	40	75	100	25	5/0	25	2.5	35



**C Commercial (Kiawah Island)**

All Uses as Permitted in Exhibit 13.1

F.A.R.: 0.20-0.25 <sup>7)</sup>

Lot Size (sq. ft.)	Maximum % Coverage	Lot Dimensions		Setback			Height	
		Width	Depth	Front	Side	Rear	Floors	Feet
20,000	70	150	120	25	20	25	2.5	35

Notations:

- 7) F.A.R. Standards on individual Parcels as indicated in Exhibit 13.2.

**C Commercial (Freshfields Village PD)**

All Uses as Permitted in Exhibit 13.1

Lot Size (sq. ft.)	Maximum % Building Coverage	Lot Dimensions		Setback			Height	
		Width	Depth	Front	Side	Rear	Floors	Feet
4,000	40	50	-	0	0	0	3.0	55

Notations:

- 1) For residential districts R-1, R-2, R-3 and CSQ-PD only (not including C-Commercial), the ARB shall prescribe and determine Lot area, Lot width, Lot depth, Lot coverage, setback and yard requirements, and may adjust the criteria set forth in the Table of General Lot Standards attached as Exhibit 13.3 provided the ARB determines that exceptional circumstances exist with respect to a particular Lot based on unusual configuration, topographic conditions or unique tree cover, or other material considerations. The ARB approved deviation from a particular standard on Exhibit 13.3 shall not:
  - A. Exceed 20% of the standards for lot dimensions and setbacks.
  - B. Exceed 10% of the standards for maximum % coverage and height in feet, excluding number of floors.
- 2) Lot width may be reduced to a minimum of 20 feet at street R.O.W. for flag lots, or 15 feet for lots on cul-de-sacs.
- 3) A minimum distance between structures, on adjoining properties, must be no less than 20 feet for lots greater than 8,000 sq. ft. and 14 feet for lots 4,000-7,999 sq. ft. Zero lot lines are permitted at the discretion of the ARB.
- 4) On corner and double frontage lots, front setback standards will apply to each lot line that borders a street right-of-way, the remaining lot lines will be subject to side setbacks standards, except when the lot adjoins open space of a minimum of 23 feet, then corner side yard may be reduced to 3 feet.
- 5) Height standards are determined by individual parcel guidelines as indicated on Exhibit 13.2. A maximum height of 45 feet from Ground Floor Level is permitted on lots meeting specific criteria in Exhibit 13.2 on Parcels 12A, 12B, 13, 41, 42 and 43.
- 6) Lot area required for each Dwelling Unit may be reduced to 2,000 square feet provided that open space is provided equivalent to the amount by which each Lot is reduced. Such equivalent open space shall be provided within 1,000 feet of each such Lot so reduced.
- 7) Density limit of 4.0 D.U./Acre pertains to Cassique Parcel 60.
- 8) Setback of 5 ft. pertains to Cassique Parcel 60.
- 9) Setback of 15 ft. pertains to Cassique Parcel 60.
- 10) Height of 35 ft. pertains to Cassique Parcel 60.
- 11) Total dwelling unit cap not to exceed 120 for parcels with CSQ-PD designation. Any parcel not to exceed 4 D.U./Acre.
- 12) Any wall up to 8 ft. above finish grade may be located within any of the required setbacks, provided vision site triangles at street intersections are maintained. Setback of 5 ft. pertains to the garage/studio units.
- 13) The garden courtyard concept coverage includes house, garage, and pool cavity.
- 14) Setback of 0 ft. pertains to the garage/studio units.
- 15) Number of Dwelling Units within a building may be increased to no greater than 20 D.U./Building within Parcel 13A as described with specific conditions in Exhibits 13.2, 13.2.1, 13.2.2 and 13.3.3.