BULL STREET NEIGHBORHOOD
COLUMBIA, SOUTH CAROLINA

PLANNED UNIT DEVELOPMENT SUBMITTAL
FEBRUARY 10, 2012
REVISED AUGUST 20, 2012

APPLICANT - HUGHES DEVELOPMENT CORPORATION

Illustration Courtesy of: Duany, Plater-Zyberk & Company
Detailed Project Description

The Bull Street Neighborhood plan is a unified vision by the Developer which establishes mutual expectations and cooperative engagement with the City of Columbia and its citizens. Moreover, the plan ensures the integrity of the historic district and the property’s environs. The City recommended and the Developer respected the following principles to guide the development of Bull Street Neighborhood:

- Create a master plan and associated design guidelines;
- Maintain the integrity of the historic district;
- Mix commercial and residential uses;
- Create a walkable and bicycle-friendly place;
- Maximize the economic impact and increase the tax base;
- Integrate the Bull Street Campus into the City, and
- Provide parks and open space.

The respective property is currently zoned C-1 which does not maximize the value of the site, allow a mixture of uses, or protect the historic district. Over the past year, the Developer conferred with prospective users, stakeholders, and members of the community in order to update the original Bull Street master plan and properly evaluate this once-in-a-generation redevelopment opportunity. The resultant Bull Street master plan will properly evaluate this once-in-a-generation redevelopment opportunity.

The Bull Street Neighborhood Plan, the charrette process included a number of neighborhood meetings to gather input and provide updates on the development of the plan for the Bull Street Neighborhood. These charrettes and meetings were updated and revisited in an additional workshop involving many of the same people and others.

Descriptive Statement

Legal Description

The legal description for the proposed Bull Street Neighborhood is as follows:

All that piece, parcel, or lot of land known as the South Carolina Department of Mental Health Bull Street Campus as shown on a plat prepared for South Carolina Department of Mental Health dated December 2, 2008, by Cox and Dinkins Engineers and Surveyors and containing three parcels: a Portion of 11501-01-01 containing 181.14 acres, a Parcel "X" containing 2.59 acres, and a Parcel "Y" containing 0.06 acres; and having according to said plat the following metes and bounds to wit:

Portion of 11501-01-01

Beginning at the Intersection of the Eastern right-of-way margin of Bull Street (S.C. Hwy. No. 277) and the Southern right-of-way margin of Colonial Drive at a PK Nail (n), this being the POINT OF BEGINNING (P.O.B.); thence turning and running along the Southern right-of-way margin of Colonial Drive for the following bearings and distances:

N 49°24'22" E for a distance of 955.94 feet to a 5/8" Rebar (o); N 49°38'57" E for a distance of 1054.93 feet to a 1/2" Rebar (n) (a 15' Reference); N 49°38'57" E for a distance of 15.00 feet to a Point; S 39°32'48" E for a distance of 21.93 feet to a Point; a curved line of length 627.19 feet (curve of radius 2331.77 feet, chord bearing of N 46°33'32" E, chord distance of 625.30 feet to a 1/2" Rebar (n); N 39°57'32" E for a distance of 7.59 feet to a 1/2" Rebar (n); a curved line of length 71.27 feet (curve of radius 2568.45 feet, chord bearing of N 39°05'02" E, chord distance of 71.27 feet to a 1/2" Rebar (n); S 40°18'38" E for a distance of 32.17 feet to a 1/2" Rebar (n); S 40°18'38" E for a distance of 32.70 feet to a 1/2" Rebar (n); N 53°13'58" E for a distance of 166.30 feet to a 1/2" Rebar (n); a curved line of length 184.83 feet (curve of radius 1457.45 feet, chord bearing of N 28°07'50" E, chord distance of 184.71 feet to a 1/2" Rebar (n); a curved line of length 45.92 feet (curve of radius 225568.45 feet, chord bearing of N 28°36'55" E, chord distance of 45.92 feet to a 1/2" Rebar (n); a curved line of length 78.29 feet (curve of radius 42.00 feet, chord bearing of N 75°30'22" E, chord distance of 67.44 feet to a 5/8" Rebar (o); thence turning and running along the Western right-of-way margin of Harden Street for the following bearings and distances:

S 48°32'49" E for a distance of 8.78 feet to a 5/8" Rebar (o); a curved line of length 390.28 feet (curve of radius 1138.05 feet, chord bearing of S 39°04'28" E, chord distance of 388.37 feet) to a 5/8" Rebar (o); S 20°01'38" E for a distance of 2271.34 feet to a Fencepost (o); thence turning and running in a curved line of length 390.92 feet along the Southern Railway R/W (curve of radius 1484.03 feet, chord bearing of S 32°47'27" W, chord distance of 627.66 feet) to a Fencepost (o); thence turning and running N 20°31'38" W along the western right-of-way margin of Colonial Street for a distance of 2271.34 feet to a 5/8" Rebar (o), the POINT OF BEGINNING (P.O.B. 2).

Parcel "X"

Commencing at the Intersection of the western right-of-way margin of Harden Street and the Southern right-of-way margin of Colonial Drive, then running approximately 449.06 feet in a southerly direction to a 5/8" Rebar (o), this being the POINT OF BEGINNING 2 (P.O.B. 2); thence turning and running the following bearings and distances: N 65°24'40" E for a distance of 50.16 feet to a Point; S 20°01'38" W for a distance of 2327.40 feet to a Point; a curved line of length 62.76 feet (curve of radius 1484.03 feet, chord bearing of S 32°47'27" W, chord distance of 627.66 feet) to a Fencepost (o); thence turning and running N 20°31'38" W along the western right-of-way margin of Colonial Street for a distance of 2271.34 feet to a 5/8" Rebar (o), the POINT OF BEGINNING 2 (P.O.B. 2).

Parcel "Y"

Commencing at the Intersection of the western right-of-way margin of Harden Street and the Southern right-of-way margin of Colonial Drive, then running approximately 300.04 feet in a westerly direction to a 1/2" Rebar (n), this being the POINT OF BEGINNING 3 (P.O.B. 3); thence turning and running the following bearings and distances: S 33°12'29" W along the Southern right-of-way of Colonial Drive for a distance of 166.30 feet to a 1/2" Rebar (n); N 40°18'38" W along the Southern right-of-way of Colonial Drive for a distance of 32.70 feet to a 1/2" Rebar (n); N 34°27'49" E for a distance of 154.69 feet to a 1/2" Rebar (n), the POINT OF BEGINNING 3 (P.O.B. 3).
Land Use and Zoning

The proposed Bull Street Neighborhood includes approximately 181 acres of land. The proposed site plan (Attachment A) illustrates the general location of access points, open space, and historic and tree preservation areas. The development of the site based upon incremental city building principles will include the following mix of land uses accommodated in the T4, T5, and Special District Transect Zones as fully described in the Bull Street Neighborhood Form-Based Code (Attachment B):

- Residential: maximum of 3,558 detached and attached units in a variety of bedroom unit types; and
- Non-Residential (includes civic): maximum of 3,300,000 heated square feet.

The Bull Street Neighborhood PUD preserves the right for the South Carolina Department of Mental Health to continue to use and expand their use of the property for medical purposes until said facility is either closed or sold. The Consoli-
dated Review Committee (CRC) as described in the Bull Street Neighborhood Form-Based Code shall maintain the authority and have the obligation to apply the aforementioned transect zones and land uses within the Bull Street Neighborhood ac-
cording the Bull Street Neighborhood Master Plan and land development regulations stated in the Bull Street Neighborhood SmartCode. Attachment F demonstrates the illustrative develop-
ment patterns that are promoted by the Bull Street Neighbor-
hood SmartCode. Please note that the imagery of Attachment F reflects illustrative development patterns and does not serve as development regulations within the Bull Street Neighbor-
hood.

Table 11 of the Bull Street Neighborhood Form-Based Code will govern parking standards for the Bull Street Neighborhood. The proposed Bull Street Neighborhood will include a minimum of twenty-five (25) acres of civic space as described in Table 13 of the Bull Street Neighborhood Form-Based Code and will be allocated accordingly as master site plans are developed within the Bull Street Neighborhood. Moreover, the Form-Based Code includes bulk restrictions for all lots within the Bull Street Neigh-
borhood in the following tables: Table 15B and Table 15C.

Economic Feasibility of Commercial Development

The Bull Street Neighborhood represents an urban infill site of substantial scale and importance within the City of Columbia. Developer recognizes that the first phase of development within the Bull Street Neighborhood will set the stage for subsequent phases as well as establish a new submarket within the City. Accordingly, the Bull Street Neighborhood Plan must maintain flexibility in order to respond sustainably and responsibly to future economic cycles and absorption levels that remain uncer-
tain today. Moreover, the Bull Street Neighborhood PUD should provide the capacity and the requirements for development to remain contextual within its surroundings regardless of the type and scale of use, which may locate there. The Bull Street Neighborhood PUD’s structure and associated land develop-
ment regulations recognize the existing absorption rates in the City of Columbia and the respective region and afford the op-
portunity to accommodate a myriad of rates of absorption and varied economic conditions via the principles of incremental city building.

In addition, even if the Bull Street Neighborhood attracts increased absorption and a large share of the market in the Columbia region, the density and scale of the redevelopment will most likely take nearly twenty (20) years. A Council group of the Urban Land Institute recently stated that a twenty-year development plan needed to be extended by 50% in time solely because of the temporal risk contained in the first estimate. Thus, over the next twenty years, the Bull Street Neighbor-
hood can expect three more serious real estate cycles. As a result, a range of types of product types will evolve as favored to discounted. In response to the aforementioned condition, the Bull Street Neighborhood Master Plan and Code represents the ability to adapt to a range of market conditions and user prefer-
ence in order to prove a sustainable urban infill development in the City of Columbia. Developer firmly believes that in order to make a positive impact on the City of Columbia in the present and future, Bull Street Neighborhood must be governed by a flexible plan that guarantees safety and security to people and property, but also guarantees flexibility and “freshness” to the market. In that way resale and property values will remain high and the Bull Street Neighborhood will become the magnet for the creative class that will most appropriately serve Columbia’s growth and aspirations.

Homeowners’ Association Documents

Please see attached (Attachment C) Bull Street Neighborhood Covenants.

Development Phasing

The proposed Bull Street Neighborhood will be developed in multiple phases over the next thirty years.

Design Standards and/or Administrative Procedures

The proposed Bull Street Neighborhood Form-Based Code includes the respective design standards and administrative procedures for the property.

Zoning District Regulations that would prevail if the PUD were silent

The proposed Bull Street Neighborhood will continue to develop over the next thirty (30) years and it is not anticipated that the development agreement and/or PUD-LS zoning will become silent on any land development regulations within the afore-
mentioned development period.

Landmark, Precedent and Existing Structures, Retained Streets and Trees

To the extent that a Site Plan includes Landmark, Precedent and Existing Structures, Retained Streets and Trees, standards shall be applied as follows:

- The central portion of the Babcock Building and the South Gate and Wall sections as identified in Exhibit A of the Bull Street Form-Based Code within the Bull Street Neighbor-
hood are designated as Landmarks by the City of Columbia and shall be handled according to the City’s Landmark Standards found in Chapter 17 Article V.
- The following structures within the Bull Street Neighbor-
hood shall be designated Precedent Structures: Babcock north and south wings; Babcock male and female Dining Halls; The Chapel of Hope; and the central portion of the Williams building.
- Precedent Structures shall be retained and any preserva-
tion reconstruction, addition, alteration, repair, or site im-
provement, erection, or replacement of any sign, marquee, awning or other exterior architectural feature, or attachment of any appurtenance to a Precedent Structure shall require a certificate of design approval appropriately issued by the DRB prior to permitting. The DRB will use the Standards of the Secretary of the Interior as a guide in the issuance of design approvals.
- Existing Structures occupied at the time of approval of the PUD may continue in use as they are until a change of tenancy or substantial modification is requested. If, at that time, these Existing Structures are not in conformity with the requirements of the Bull Street Form-Based Code, the structures will not be required to be demolished and conforming uses within non-conforming Existing Structures may be continued and expanded.
- Existing Structures not occupied at the time of approval of the PUD that are not in conformity with the requirements of the Bull Street Form-Based Code may be preserved and expanded in the future, provided the use meets the require-
ments of Table 1 and the DRB finds that such use will not advance the intent of the Bull Street Form-Based Code.
- The following Streets and Trees shall be retained or replaced in-kind and incorporated into the development: the main entrance drive from Bull Street to Babcock and the tree allée, and Pickens Street from Babcock to Williams and the associated tree canopy. Removed trees shall be

mitigated in accordance with Section 5.9 of the Bull Street Form-Based Code.
- The view of the Babcock dome from Elwood Avenue serves as a symbol of the Bull Street campus and obstruc-
tion of this view shall be prohibited.

Existing Site Plan or Plat of Survey

Please see Attachment D.

Proposed Site Plan

Please see Attachment A.

Building Elevations

Please see Attachment F. Please note that these elevations and block diagrams are for illustrative purposes only and are not regulatory in nature.

Existing Tree Survey

Please see Attachment E.
There are two patterns of urbanism in North America: the Traditional Neighborhood, which was the model from the first settlements to World War II, and Suburban Sprawl, which has been the model since then. They are similar in their initial capacity to accommodate people and their activities; the principal difference is that Suburban Sprawl contains environmental, social, and economic deficiencies inevitably choking sustained growth. The Traditional Neighborhood has many physical, social and economic attributes that do not exist in suburbia.

The Neighborhood is a comprehensive planning increment: when clustered with others, it becomes a town; when standing free in the landscape, it becomes a village. The Neighborhood varies in population and density to accommodate localized conditions.

The Traditional Neighborhood Has Several Positive Consequences:

1. The development should preserve sensitive natural and cultural areas as permanent open space;
2. The basic increment of development should be the walkable, diverse pedestrian shed, forming a neighborhood;
3. Each neighborhood should have a discernible center to serve as a community gathering place. This center would also contain a transit stop;
4. The pedestrian shed should be a five or ten-minute walk to the neighborhood center so pedestrians may have access to transit. This distance averages one-quarter of a mile;
5. There should be sufficiently varied shops in proximity to the neighborhood to satisfy ordinary daily household needs. A convenience store is the most important among them;
6. The neighborhood should incorporate a variety of places to work, including those that enables work at the dwelling;
7. Each neighborhood should incorporate a variety of dwelling types, so younger and older persons, single households and families may be housed;
8. Each dwelling should be permitted to have an ancillary unit for use as a rental apartment;
9. An elementary school should be available, or a site reserved, within one mile of most dwellings;
10. Small playgrounds should be quite near every dwelling, no more that one-eighth of a mile;
11. Thoroughfares within the neighborhood be a network, connecting wherever possible to adjacent thoroughfares in order to provide a variety of itineraries and disperse traffic;
12. Thoroughfares should be designed to slow traffic, creating an environment appropriate for pedestrians and bicyclists as well as automobiles;
13. Building frontages should collectively support pedestrian streetscapes and mask most parking lot;
14. Certain prominent sites should be reserved for civic buildings. Buildings for meeting, education, religion or culture should be located at the termination of street vistas or at the Neighborhood center.

The Transect, in its origins (Von Humboldt 1790), is a geographical cross-section of a region used to reveal a sequence of environments. Originally, it was used to analyze natural ecologies, showing varying characteristics through different zones such as shores, wetlands, plains and uplands. Modernist transportation’s suppression of the natural Transect zoning has catalyzed the current need to re-represent it as a viable alternative theory. A common rural to urban continuum correlation provides the basis of the various specialized components for a new system of zoning, one that creates complex, contextually resonant natural and human environments. In Transect planning, this range of environments is the basis for organizing the components of the built world: building, lot, land use, street, and all other physical elements of the human habitat.
One of transect planning's key objectives is the creation of immersive environments. Successful immersive environments are based on the selection and arrangement of all the components that contribute to a particular type of environment. Each environment, or Transect Zone, is comprised of elements that support and intensify its locational character. Through the Transect, planners are able to specify different urban contexts that have the function and intensity appropriate to their locations. For instance, a farmhouse would not contribute to the immersive quality of an urban core, whereas a high-rise apartment building would. Wide streets and open swales find a place on the Transect in more rural areas while narrow streets and curbs are appropriate for urban areas. Based on local practices, most elements can be locally calibrated to contribute to the regional and vernacular character of a given environment.

The continuum of the Transect, when subdivided, lends itself to the creation of zoning categories. Six have been identified. These Transect zones (T-zones) display more-or-less fixed identifiable characteristics, from the most rural and natural environment (T-1) to the most urban environment (T-6). The standards specified by the zoning categories overlap, reflecting the successional eco-zones of natural and human communities.

The Transect is evident in two ways: it exists in place and it evolves over time. Yet, the evolution of communities over time is the unforeseen element in urbanism. A hamlet may evolve into a village and then into a town; its' T-zones increasing in density and intensity over a period of many years. The initial organization of the Transect supports this growth. The Transect Zones impose the discipline of the distribution of densities and building types throughout the plan. They also create a high degree of flexibility as several building types can be applied in every Transect Zone. The Regulating Plan also shows the form and location of public open spaces.
Site Description

The South Carolina Department of Mental Health maintains a 178-acre campus situated in the northeast corner of Columbia's immediate downtown. Today's facility – bounded by Calhoun Street to the south, Bull Street to the west, Colonial Drive to the north, and Harden Street to the east – began as a much smaller institution in 1828 within a state-of-the-art asylum designed by architect Robert Mills. Throughout the campus stand historically and architecturally significant structures that illustrate the evolution of the Department of Mental Health and state's commitment to treating the mentally ill.
EXISTING CONDITIONS
EXISTING SITE PHOTOGRAPHS

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2. Bull Street looking north
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4. Magnolia allee at entrance of State Asylum looking towards Babcock Bldg.
5. Babcock Building, West Elevation
6. Cross axis of the Mills Building, North Elevation
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EXISTING CONDITIONS
EXISTING SITE PHOTOGRAPHS

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Bull Street Neighborhood
Form-Based Code

GENERALIZED PLAN
The Bull Street Neighborhood plan creates a unified vision between the Developer and the City of Columbia (the "City"), and establishes mutual expectations and a cooperative engagement with the City of Columbia and its citizens. The plan ensures the integrity of the historic district and the property’s environs. The City recommended and the Developer respected the following principles to guide the development of Bull Street Neighborhood:

- Create a master plan and associated design guidelines;
- Maintain the integrity of the historic district;
- Mix commercial and residential uses;
- Create a walkable and bicycle-friendly place;
- Maximize the economic impact and increase the tax base;
- Integrate the Bull Street Campus into the City, and
- Provide parks and open space.

The City’s Comprehensive Plan recommends studying the benefits of form-based zoning and notes that a form-based code is more amenable than the existing zoning regulations in promoting a mix of use. The Bull Street Neighborhood will serve as that pilot project and will mix commercial and residential development in a pedestrian-friendly manner. The Bull Street Neighborhood Form-Based Code identifies historic structures which will be retained, creates parks and open spaces, designs “complete streets” to enable safe access for all users, and establishes a development pattern that respects the neighboring communities while connecting to the existing City grid. It is intended that the Bull Street Neighborhood master plan will permit the regeneration of the existing, abandoned state hospital campus into a destination where people will want to live, work and play, thus increasing the tax base and creating a world-class place within the City of Columbia.

The Bull Street Neighborhood’s plan incorporates the tenets of Smart Growth by including multimodal transportation patterns, a mix of land uses, an overall sense of community, and sustainable development practices. The Bull Street Neighborhood Form-Based Code includes the preservation of landmark buildings and the adaptive reuse of historic buildings on the site with the intent of maximizing the economic impact of the site for the City of Columbia and its citizens.

Regarding infrastructure and connectivity, the Bull Street Neighborhood integrates into and becomes part of the City of Columbia via its un-gated entrances and inherent traffic calming design that improve safety and promote all modes of transportation. The proposed civic spaces provide public amenities for the Bull Street Neighborhood and surrounding neighborhoods alike. Specific provisions have been included to assure that the transitions between the Transect Zones and Special Districts provide seamless interconnectivity to assist with traffic and pedestrian flow. The Special Districts are areas that abut more auto-oriented areas and therefore are not conducive to application of the requirements of the traditional Transect zones. It is anticipated these areas will have more traditional auto-oriented shopping and retail establishments.

Finally, the Bull Street Neighborhood will address and enhance the existing and proposed tree canopy and vegetation. Specific provisions have been included to preserve the significant trees and allees that are in existence, and tree mitigation measures are included to replace other trees that must be removed to accommodate the siting of roads, buildings, alleys, and other structures.

The City of Columbia and numerous citizen groups have pursued the orderly development of the Bull Street Campus and have expressed the desire that this property be developed and
regulated following the principles of New Urbanism. Such development frequently includes the passage or use of a Form-Based Code to regulate development.

The Developer and the City are integrating the elements of a form-based code in the Planned Unit Development (PUD) for Bull Street. To accomplish this goal, it is necessary to separate the functions of the City in administering its zoning, subdivision, and land use regulations under the Form-Based Code from the development governance rules administered by the Developer through restrictive covenants, property owner associations, and design review boards.

This document will be known as the Bull Street Form-Based Code ("BSFBC" or "Bull Street Code") and will be administered by the City through a single interface, to be called the Consolidated Review Committee ("CRC"), which will process applications and plans submitted by the Developer and subsequent landowners. The Bull Street Code will specify development standards that are approved and adopted by the City and are to be followed by the City staff and the CRC, while permitting the Developer, through its Development Review Board ("DRB") and restrictive covenants, to place more restrictive standards on the property and land uses in its discretion.

While the Bull Street Code specifies ranges of metrics, it also provides flexibility through the use of administrative adjustments that can be requested by the Developer to provide for some degree of deviation from those metrics when necessary to implement the intent of the Bull Street Code and the tenets of the Form-Based Code. Due to the unique nature of the Bull Street Neighborhood and its development, certain review responsibilities prescribed in Article 1 of the Bull Street Code will be carried out by a special body to be known as the Zoning Board of Appeals--Form Based Codes, which will consist of five individuals appointed by the City Council.

The Structure of the Bull Street Neighborhood Form-Based Code

Article 1 contains the general instructions pertaining to all other Articles.
Article 2 (Reserved)
Article 3 (Reserved)
Article 4 (Reserved)
Article 5 prescribes lot and building standards within each Transect Zone.
Article 6 contains diagrams and tables supporting the other Articles.
Article 7 contains terms and definitions supporting the other Articles.

Transect Zones:

The Transect, as a framework, identifies a range of habitats from the most natural to the most urban. Its continuum, when subdivided, lends itself to the creation of zoning categories. These categories include standards that encourage diversity similar to that of organically evolved settlements. The standards overlap (they are parametric), reflecting the successional ecotones of natural and human communities. The Transect thereby integrates environmental and zoning methodologies, enabling environmentalists to assess the design of social habitats and urbanists to support the viability of natural ones. The Bull Street Neighborhood Form-Based Code utilizes the following Transect Zones: T-4 General Urban Zone, T-5 Urban Center Zone, and Special Districts.

The following is a list of Transect Zone types that show the natural progression from rural to densely urban. By understanding such a progression, it becomes easy to envision the Bull Street Neighborhood as a collection of T-4 and T-5 uses with some Special Districts in the areas already dominated by the automobile-centric development in prior years:
T-1 Natural Zone consists of lands approximating or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation.

T-2 Rural Zone consists of sparsely settled lands in open or cultivated state. These include woodland, agricultural land, grassland, and irrigable desert. Typical buildings are farmhouses, agricultural buildings, cabins, and villas.

T-3 Sub-Urban Zone consists of low-density residential areas, adjacent to higher zones that some mixed use. Home occupations and outbuildings are allowed. Planting is naturalistic and setbacks are relatively deep. Blocks may be large and the roads irregular to accommodate natural conditions.

T-4 General Urban Zone consists of a mixed use, urban fabric. It may have a wide range of building types: single, sideyard, and rowhouses. Setbacks and landscaping are variable. Streets with curbs and sidewalks define medium-sized blocks.

T-5 Urban Center Zone consists of higher density mixed use buildings that accommodate retail, offices, rowhouses and apartments. It has a tight network of streets, with wide sidewalks, steady street tree planting and buildings set close to the sidewalks.

T-6 Urban Core Zone consists of the highest density and height, with the greatest variety of uses, and civic buildings of regional importance. It may have larger blocks; streets have steady street tree planting and buildings set close to the wide sidewalks. Typically only large towns and cities have an Urban Core Zone.

Civic Zone consists of Civic Buildings and/or Civic Spaces appropriate to their Transect Zones.

Special Districts consist of areas with buildings that by their Function, Disposition, or Configuration cannot, or should not, conform to one or more of the six normative Transect Zones.

The City is adopting the T-5 Urban Center Zone and the lesser T-4 General Urban Zone as the base zoning for the entire Bull Street Neighborhood and the Special District Zone for areas delineated on Exhibit C of the Bull Street Code. These Zones are subject to the standards set forth in Article 6. Except for areas in the Calhoun Street Overlay District, the standards of the T-5 Urban Center Zone shall prevail until, upon application of the DRB, the Zoning Administrator shall apply the T-4 General Urban Zone and its standards. Additionally, upon application from the DRB, the Zoning Administrator shall apply the Special District Zone and its standards in areas delineated on Exhibit C. The CRC may grant a Warrant from these standards in accordance with Section 1.5.

The City authorizes two overlay zones for the Bull Street Neighborhood: the Baseball Overlay District and the Calhoun Street Overlay District. The Calhoun Street Overlay District is applicable in the area delineated on Exhibit D and is subject to standards found in Section 5.2.6. The Baseball Overlay District is applicable in the areas delineated on Exhibit E and is subject to the standards found in Section 5.2.5.
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1.1 **AUTHORITY**

1.1.1 In accordance with the powers granted under the Local Government Comprehensive Planning Act of 1994, Section 6-29-310 et seq. of the Code of Laws of South Carolina (“Enabling Act”), this Bull Street Neighborhood Form-Based Code (“BSFBC” or Bull Street Code”) is adopted as a part of the Planned Unit Development generalized development plan for the Bull Street Neighborhood (the “PUD” or “Bull Street Neighborhood PUD”) in furtherance of the public purposes and objectives of the Comprehensive Plan for the City of Columbia (“Comprehensive Plan”). This Code is declared by City Council to be in accord with the Comprehensive Plan. This Code is further declared to advance the health, safety, and general welfare of the citizens of Columbia, South Carolina.

1.1.2 This Code was adopted by vote of the City of Columbia, South Carolina City Council as part of the Planned Unit Development after proper submission to, and a recommendation from, the City of Columbia Planning Commission. The PUD text and zoning map amendment are declared to be in accordance with the requirements of Section 6-26-740 and the ordinances of the City of Columbia. It may be amended only as described in Section 1.6, and through procedures consistent with §17-305(c).

1.2 **APPLICABILITY**

1.2.1 Provisions of this Code are activated by “shall” when required; “should” when recommended; and “may” when optional.

1.2.2 The provisions of this Code, when in conflict, shall take precedence over those of other codes, ordinances, regulations and standards except the Local Health and Safety Codes, as governed by and within the designated jurisdictions of the City of Columbia, including the Building Inspections Department and the City of Columbia Fire Department, Fire Prevention Division, as they may be amended from time to time.

1.2.3 The 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, as amended as of the date of adoption of the Bull Street Code (the “Existing Local Codes”), shall continue to be applicable to issues not covered by this Code except where the Existing Local Codes would be in conflict with Section 1.3 Intent.

1.2.4 Capitalized terms used throughout this Code may be defined in Article 7 Definitions of Terms. Article 7 contains regulatory language that is integral to this Code. Those terms not defined in Article 7 shall be accorded their commonly accepted meanings. In the event of conflicts between these definitions and those of the Existing Local Codes, those of this Code shall take precedence for matters pertaining to the regulation of the Bull Street Neighborhood PUD.

1.2.5 The metrics, dimensional standards, and uses of Article 6 Standards and Tables are an integral and binding part of this Code. However, the diagrams and illustrations that accompany them should be considered guidelines, with final decisions to be made by the DRB or imposed by recorded covenants.
Administrative Adjustments from these standards are available pursuant to Section 1.5.2.

1.2.6 Where in conflict, numerical metrics shall take precedence over graphic metrics.

1.3 INTENT
The intent and purpose of this Code is to enable, encourage and qualify the implementation of the following policies, in addition to those guiding principles stated in the Introduction section of the Bull Street Neighborhood Form-Based Code:

1.3.1 The Community
a. That the Bull Street Neighborhood PUD and regional centers should be compact, pedestrian-oriented, and mixed use.
b. That the Bull Street Neighborhood PUD and regional centers should be the preferred pattern of development and that Districts specializing in a single use should be the exception.
c. That ordinary activities of daily living should occur within walking distance of most dwellings, allowing independence to those who do not drive.
d. That interconnected networks of Thoroughfares should be designed to disperse traffic and reduce the length of automobile trips.
e. That within the Bull Street Neighborhood PUD, a range of housing types and price levels should be provided to accommodate diverse ages and incomes.
f. That appropriate building densities and land uses should be provided within walking distance of transit stops.
g. That Civic, Institutional, and Commercial activity should be embedded in complete, compact, and connected development patterns, not isolated in remote single-use complexes.
h. That schools should be sized and located to enable children to walk or bicycle to them.
i. That a range of Open Space including Parks, Squares, and playgrounds should be distributed within neighborhoods and downtowns.

1.3.2 The Block and the Building
a. That buildings and landscaping should contribute to the physical definition of Thoroughfares as Civic places.
b. That development should adequately accommodate automobiles while respecting the pedestrian and the spatial form of public areas.
c. That the design of streets and buildings should reinforce safe environments, but not at the expense of accessibility.
d. That architecture and landscape design should grow from local climate, topography, history, and building practice.
e. That buildings should provide their inhabitants with a clear sense of geography and climate through energy efficient methods.
f. That Civic Buildings and public gathering places should be provided as locations that reinforce community identity and support self-government.
g. That Civic Buildings should be distinctive and appropriate to a role more
important than the other buildings that constitute the fabric of the city.
h. That the preservation and renewal of historic buildings should be facilitated, to
affirm the continuity and evolution of society.
i. That the harmonious and orderly evolution of urban areas should be secured
through form-based codes.

1.3.3 The Transect
a. That Communities should provide meaningful choices in living arrangements
as manifested by distinct physical environments.
b. That the Transect Zone descriptions on Table 1 shall constitute the Intent of
this Code with regard to the general character of each of these environments.

1.4 PROCESS
1.4.1 The locations of all of the Transects and Overlay Districts and the standards
for each applicable Transect Zone and Overlay District have been determined
through the statutory required process of public hearings and recommenda-
tions from the City of Columbia Planning Commission, and final approval by
the City of Columbia City Council. Since these standards and determinations
have been incorporated into this Code and its associated plans, projects
that require no Major or Minor Amendments to the Code shall be processed
administratively by the CRC without further recourse to public consultation.
Special Districts may use the underlying zoning of the T-5 Urban Center Zone,
or upon application of the Development Review Board (“DRB”) to the Zoning
Administrator, may use the T-4 General Urban Zone or the Special District
Zone standards for these more traditionally auto-centric areas.

1.4.2 The City Council hereby creates a Consolidated Review Committee (“CRC”)
comprised of a member from each City department having jurisdiction over
approval of a project, subdivision or development permit under Chapter 17 of
the Local Codes, which shall administratively process applications and plans
for development in the Bull Street Neighborhood. The CRC shall expedite the
permitting process by providing a single interface between the City and the
applicants.

1.4.3 Review and approval of subdivision plats shall be as set forth in Chapter 17
Article IV Division 2 of the Columbia Code of Ordinances, except that the CRC
shall assume the responsibilities for such review and approval, subject to the
conditions set forth below:

a. Sketch plan review and approval:
   1. The CRC shall not approve a sketch plan unless the application complies
      with the Bull Street Code and a certification has been submitted from the DRB
      confirming that the proposed plan applied for has been approved by the DRB.

   2. Provided the sketch plan requirements of §17-492(2) are met, the CRC
      shall review and approve the sketch plan and any pertinent comments or
      recommendations should be noted.
b. Preliminary plat review and approval:
   1. The CRC shall not approve a preliminary plat unless the application complies with the Bull Street Code and a certification has been submitted from the DRB confirming that the subdivision authorized by the plat submitted for approval has been approved by the DRB.

   2. Provided the preliminary plat requirements of §17-492(3)-(6) are met, the CRC shall review and approve the preliminary plat and notify the applicant of any changes that are required to conform to the statute.

c. Final plat review and approval:
   1. The CRC shall not approve a final plat unless the application complies with the Bull Street Code and a certification has been submitted from the DRB confirming that the subdivision authorized by the plat submitted for approval has been approved by the DRB.

   2. Provided the final plat requirements of §17-492(7) are met, the CRC shall review and approve the final plat and notify the applicant of any changes that are required to conform to the statute.

d. A written decision on any application shall be provided to the applicant within fifteen business days of submittal, unless additional information requested. In the event additional information is requested by the CRC, an additional ten business days shall be allowed for review and decision. If the applicant or DRB does not concur with the decision, the aggrieved party may appeal the decision to the Zoning Board of Appeals--Form Based Codes.

1.4.4 Review and approval of site plans for Structures of 100,000 square feet of heated space shall be as set forth in Chapter 17 Article IV Division 7 of the Columbia Code of Ordinances, except that the CRC shall assume the responsibilities for such review and approval, subject to the conditions set forth below:

   a. The CRC shall not approve a site plan unless the application complies with the Bull Street Code and a certification has been submitted from the DRB confirming that the site plan authorized by the permit applied for has been approved by the DRB.

   b. Provided the site plan is in conformance with the Bull Street Code, the CRC shall review and approve the site plan and any pertinent comments or recommendations should be noted.

   c. The parking areas, driveways and internal streets requirements of Section 17-586 shall not apply, and instead the standards of the Bull Street Code will control.

   d. The CRC shall not require additional building setbacks, internal design and spacing, or screening as set forth in Sections 17-587 through 17-589 unless
they are required by the Bull Street Code.

e. A written decision on any application shall be provided to the applicant within ten business days of submittal, unless additional information requested. In the event additional information is requested by the CRC, an additional ten business days shall be allowed for review and decision. If the applicant or DRB does not concur with the decision, the aggrieved party may appeal the decision to the Zoning Board of Appeals—Form Based Codes.

1.4.5 The Bull Street Neighborhood PUD is also subject to privately imposed restrictive covenants, and pursuant to those covenants, the DRB administers and enforces the requirements of those restrictive covenants, which may include restrictions and standards more restrictive than this Bull Street Code. Pursuant to Section 6-29-1145, a local government may not issue a permit where such development or subdivision would violate those restrictive covenants. Provided the development permit meets the requirements of the Local Codes except as modified by the Bull Street Code, the CRC shall issue a development permit approval if a certification has been submitted from the DRB certifying that the development authorized by the permit applied for has been approved by the DRB and the application otherwise complies with the Bull Street Code.

1.4.6 Should a violation of an approved permit or Site Plan occur during construction, or should any construction, site work, or development be commenced without an approved Site Plan, the Developer or the City has the right to require the owner to stop, remove, and/or mitigate the violation, pursuant to Section 17-87. The Developer has reserved the right to seek relief for a violation of any of its restrictive covenants pursuant to the provisions of those covenants. Action by one or a failure to act by one shall not prohibit or affect the rights of the other, except that action for a purported violation of an item that the City has no specific right to approve shall not be sustained if the Developer certifies that it has approved that item.

1.5 ADMINISTRATIVE ADJUSTMENTS AND WARRANTS

1.5.1 There shall be two types of deviation from the requirements of this Code, or of applicable provisions of the Local Codes: Administrative Adjustments and Warrants. Whether a deviation requires a Warrant shall be determined by the Zoning Administrator.

1.5.2 Administrative Adjustment
a. Purpose. The Zoning Administrator shall have the authority to authorize deviations of up to fifteen percent (15%) from any numerical standard as set forth in Article 6 Standards and Tables. Any request for variance greater than fifteen percent (15%) shall be treated as a Warrant request under Section 1.5.3.

b. Application. An application for an Administrative Adjustment shall include a brief description of the requirement to be varied in business letterform and
include any other material necessary to ensure the complete understanding of the request. The application shall be made to the Zoning Administrator.

c. Review and Action by the Zoning Administrator. The Zoning Administrator shall review the application and approve, approve with conditions, or deny the application based upon the criteria in subsection (d) below. Although not binding, a recommendation from the DRB shall be given serious consideration and deference, as the Developer is implementing the vision and Intent created under this Bull Street Code and has provided further restrictions and standards to implement that vision and Intent in the restrictive covenants also governing land use and development within the Bull Street Neighborhood. A written decision shall be provided to the applicant within ten business days of submittal, unless additional information is requested. In the event additional information is requested by the Zoning Administrator, an additional ten business days shall be allowed for review and decision. If the applicant or DRB does not concur with the decision, the aggrieved party may appeal the decision to the Zoning Board of Appeals—Form Based Codes.

d. Approval Criteria. The Zoning Administrator may approve the Administrative Adjustment only if he or she finds that the adjustment meets all of the criteria below:

   1. The requested adjustment is consistent with the BSFBC and the stated purpose of Section 1.3, Intent;
   2. The requested adjustment meets all other applicable building and safety codes;
   3. The requested adjustment does not encroach into a recorded easement;
   4. The requested adjustment will have no significant adverse impact on the health, safety, or general welfare of surrounding property owners or the general public, or such impacts will be substantially mitigated; and
   5. The requested adjustment is necessary to either: (a) compensate for some practical difficulty or some unusual aspect of the site of the proposed development not shared by landowners in general; or (b) accommodate an alternative or innovative design practice that achieves to the same or better degree the objective of the existing design standard to be modified.

1.5.3 Warrants

a. Purpose. A Warrant is a ruling that would permit a practice that is not consistent with a provision of this Code and is not able to be resolved through an Administrative Adjustment, but is justified by the provisions of Section 1.3-Intent. The CRC shall have the authority to approve or disapprove a request for a Warrant pursuant to 1.5.3 (c). Although not binding, a recommendation from the DRB concerning a Warrant shall be given serious consideration and deference, as the Developer is implementing the vision and Intent created under this Bull Street Code and has provided further restrictions and standards to implement that vision and Intent within the restrictive covenants also governing land use and development in the Bull Street Neighborhood.
b. Review and Action by the CRC. An application for a Warrant shall include a brief description of the requirement to be varied in business letterform and include any other material necessary to ensure the complete understanding of the request. The application shall be made to and received by the Zoning Administrator on behalf of the CRC.

c. Approval Criteria. The CRC may approve the request for Warrant only if it finds that the request meets all of the criteria below:
   1. The requested Warrant is consistent with the stated purpose of Section 1.3, Intent;
   2. The requested Warrant meets all other applicable building and safety codes;
   3. The requested Warrant does not encroach into a recorded easement; and
   4. The requested Warrant is necessary to either: (a) compensate for some practical difficulty or some unusual aspect of the site of the proposed development not shared by landowners in general; or (b) accommodate an alternative or innovative design practice that achieves to the same or better degree the objective of the existing design standard to be modified.

d. A written decision shall be provided to the applicant within fifteen business days of submittal, unless additional information requested. In the event additional information is requested by the CRC, an additional ten business days shall be allowed for review and decision. If the applicant or DRB does not concur with the decision, the aggrieved party may appeal the decision to the Zoning Board of Appeals--Form Based Codes.

1.5.4 The CRC shall approve specific functions and uses as indicated by the “By Warrant” check box designation in Table 12. This approval will be subject to the standards and procedures of the BSFBC.

1.6 MAJOR AND MINOR AMENDMENTS
1.6.1 Major Amendments require the approval of the City of Columbia City Council pursuant to the requirements of Section 6-29-740 and the procedures of Section 6-29-760, and are defined as the following:
   1. increase in the permitted number of residential units or non-residential heated square footage;
   2. increase in the maximum acreage of the Special District;
   3. decrease in the minimum acres of total Civic Space;
   4. increase in the maximum height of buildings in T-4, T-5, and Special District;
   5. change in landmark or precedent designations of buildings;
   6. revision to the Intent (Section 1.3) of this Code;
   7. revision to the Process (Section 1.4) of this Code;
   8. the addition of types of deviations from the requirements of this Code as stated in Section 1.5;
   9. the revision of plan instruction standards as stated in Section 5.1.3;
   10. revisions to Parking Calculations as stated in Section 5.7; and/or
   11. revision to Significant Tree, groves, and allees standards and as stated in
Section 5.9.1. a. and f.

1.6.2 Minor Amendments require the approval of the Consolidated Review Committee (CRC), and are defined as those changes which are not Major Amendments.

1.6.3 No amendments shall be made on the motion of anyone but Developer or a party that has DRB approval to seek such an amendment. No approved amendment may go beyond the scope of that requested nor may it become more restrictive than that contained in the request.

1.6.4 Application for Minor Amendment
a. Application for a Minor Amendment shall include a brief description of the requested amendment in business letterform and include any other material necessary to ensure the complete understanding of the request. The application shall be made to the Consolidated Review Committee (CRC).

b. The Consolidated Review Committee (CRC) shall review the application and approve, approve with conditions, or deny the application based on the criteria in subsection (c) below. Although not binding, a recommendation from the DRB shall be given serious consideration and deference, as the Developer is implementing the vision and Intent created under this Bull Street Code and has further provided restrictions and standards to implement that vision and Intent contained in the restrictive covenants also governing land use and development within the Bull Street Neighborhood. A written decision shall be made to the applicant within fifteen business days of submittal, unless additional information is requested. In the event additional information is requested by the Consolidated Review Committee (CRC), an additional ten business days shall be allowed for review.

c. Approval Criteria. The Consolidated Review Committee (CRC) may approve the Minor Amendment if it finds that the adjustment meets all of the criteria below:
   1. The requested adjustment is consistent with the BSFBC and the stated purpose of Section 1.3, Intent;
   2. The requested adjustment meets all other applicable building and safety codes; and
   3. The requested adjustment will have no significant adverse impact on the health, safety, or general welfare of surrounding property owners or the general public, or such impacts will be substantially mitigated.

1.7 WRITTEN INTERPRETATION
1.7.1 Applicability. The Zoning Administrator has the authority to make all written interpretations concerning the provisions of the Bull Street Code, or of the City Code of Ordinances regarding land subdivision, development and zoning (See Section 17-82 of the City of Columbia Code).

1.7.2 Request for Interpretation. In the event any question arises as to the intent, meaning, or applicability of any provision of this BSFBC, a request for interpr-
1.7.3 Interpretation by Zoning Administrator. The Zoning Administrator shall:
a. Review and evaluate the request in light of the text of the PUD, the Bull Street Code, the City Code of Ordinances, the Comprehensive Plan and any other relevant information;
b. Consult with other staff, as necessary;
c. Seek an interpretation of the BSFBC from the DRB, which shall not be binding, but shall be given serious consideration and deference, as the Developer is implementing the vision and Intent created under this Bull Street Code and has further restrictions and standards to implement that vision and Intent contained in the restrictive covenants also governing land use and development in the Bull Street Neighborhood; and
d. Render an opinion, which shall be provided to the applicant in writing by mail.

1.7.4 Official Record. The Zoning Administrator shall maintain an official record of interpretations. The record of interpretations shall be available for public inspection during normal business hours.

1.7.5 Appeal. Appeals of written interpretations made by the Zoning Administrator shall be made to the Zoning Board of Appeals--Form Based Codes within thirty (30) days of the decision, in accordance with the Enabling Act.
GENERALIZED PLAN
ARTICLE 5. BUILDING SCALE PLANS

5.1  INSTRUCTIONS
5.1.1  Subdivision of land, platting of lots and development of structures located within a Site Plan governed by this Code shall be subject to the requirements of Chapter 17.491 and 17.492 of the Columbia Code of Ordinances, except as modified herein.

5.2  SPECIAL REQUIREMENTS
5.2.1  To the extent that a Site Plan includes Landmark, Precedent and Existing Structures, Retained Streets and Trees, standards shall be applied as follows:

a. The central portion of the Babcock Building and the South Gate and Wall sections as identified in Exhibit A within the Bull Street Neighborhood are designated as Landmarks by the City of Columbia and shall be subject to the City’s Landmark Standards found in Chapter 17 Article V.

b. The following structures within the Bull Street Neighborhood shall be designated Precedent Structures:
   1. Babcock north and south wings;
   2. Babcock male and female Dining Halls;
   3. The Chapel of Hope; and
   4. The central portion of the Williams building.

Precedent Structures shall be retained and any preservation reconstruction, addition, alteration, repair, or site improvement, erection, or replacement of any sign, marquee, awning or other exterior architectural feature, or attachment of any appurtenance to a Precedent Structure shall require a certificate of design approval appropriately issued by the DRB prior to permitting. The DRB will use the Standards of the Secretary of the Interior as a guide in the issuance of design approvals. Records of any DRB actions associated with this Section shall be transmitted to the CRC.

c. Existing Structures occupied at the time of approval of the PUD may continue in use as they are until a change of tenancy or substantial modification is requested. If, at that time, these Existing Structures are not in conformity with the requirements of this Code, the structures will not be required to be demolished and conforming uses within non-conforming Existing Structures may be continued and expanded.

d. Existing Structures present at the time of the approval of the PUD are deemed to be conforming structures, including any alterations as approved by the CRC.

e. The main entrance drive from Bull Street to Babcock and Pickens Street from Babcock to Williams shall be retained. Associated trees of the aforementioned streets shall be retained or replaced. Trees that necessitate replacement, shall be replaced by a tree of similar habit and form and incorporated into the development. Removed trees shall be mitigated in accordance with Section 5.9.
f. The view of the Babcock dome from Elmwood Avenue serves as a symbol of the Bull Street campus and obstruction of this view shall be prohibited.

5.2.2 Site plans shall indicate whether a street is an A-Grid, B-Grid, or Alley. Special Districts are exempt from A-Grid and B-Grid standards, but must interconnect with the collector and arterial road assemblies of the adjoining properties or transects pursuant to a traffic impact analysis and traffic mitigation plan, if required according to Section 5.2.5.g below.

5.2.3 To the extent that a Site Plan includes block perimeter lengths, standards shall be applied as follows:
   a. The perimeter length of a block in T-4 General Urban Zone shall not exceed 1,600 feet and the perimeter length of a block in T-5 Urban Center Zone shall not exceed 2,900 feet except in instances where existing preserved structures and natural features prohibit such layouts. In such cases, the blocks shall be sized to accommodate the structures and features while limiting the extent that the block length standards are exceeded.
   b. Block dimensions greater than those described in 5.2.3.a shall require an Administrative Adjustment up to 15% deviation. In such instances a Cross Block Passage that is a minimum of eight (8) feet in width shall be provided.
   c. Special District, Baseball Special District, and Civic Spaces are exempt from block perimeter length and cross block passage standards but shall adhere to the standards in Section 5.2.5.d.
   d. Block perimeter length and cross block passage standards shall not apply to blocks within the Calhoun Street Overlay, blocks that connect directly to the exterior streets of Bull, Calhoun, Harden or Colonial, or blocks that surround the Babcock building.

5.2.4 To the extent that a Site Plan includes thoroughfare layout, standards shall be applied as follows:
   a. Thoroughfares shall be interconnected and designed to disperse traffic, reduce the length of automobile trips, and provide for bike sharing. Approved thoroughfare sections are illustrated by Table 4C.
   b. Adjacent to Calhoun Street, new thoroughfares shall align with existing City intersections.
   c. Adjacent to Bull Street, Colonial Drive, and Harden Street, new thoroughfares shall connect at the approximate locations as illustrated by Exhibit B. Connections to Colonial Drive and Harden Street may vary in number from those shown, but must meet separational standards of the appropriate jurisdiction.
   d. Development of property internal to the Bull Street Neighborhood shall require thoroughfares to complete full blocks, having dimensions as described in Section 5.2.3, at the time of build-out of the block.
   e. A-Grid thoroughfares shall not dead end.
   f. Rear lanes and alleys shall provide a minimum of two (2) access points to the block perimeter upon completion of the block.
   f. No rear lane or alley shall terminate onto Calhoun Street, Bull Street, Harden Street, or Colonial Drive.
ARTICLE 5. BUILDING SCALE PLANS

5.2.5 To the extent that a Site Plan is located within a Special District or Baseball Special District, standards shall be applied as follows:
   a. Special District shall only be located within the area delineated by Exhibit C. There may be more than one Special District within the area delineated by Exhibit C and these Special Districts may be created at different time periods and subject to different Special District standards.
   b. For the purposes of providing a location for a Baseball Stadium, the Baseball Overlay District is established and shall be located anywhere within the property except as shown by Exhibit E.
   c. The Baseball Special District shall not exceed twelve (12) acres. Final design of baseball facilities design and standards (setbacks, buffers, etc.) shall be approved by the City Council pursuant to the terms of a development agreement, and/or an amendment to this Bull Street Code. The Baseball Special District facilities are to be consistent with the intent and purposes expressed herein and shall complement the Bull Street Neighborhood.
   d. Main driveways within parking lots should be configured so that their layouts accommodate future expansion of the A-Grid and B-Grid for redevelopment.
   e. New utilities shall run under, or immediately adjacent to driveways. Existing underground utilities as of the adoption of this Code are exempt.
   f. Special District areas shall be T-5 Urban Center Zone until, upon application of the DRB, the Zoning Administrator shall apply the Special District Zone.
   
5.2.6 To the extent that a Site Plan is located within the Calhoun Street Overlay District, standards shall be applied as follows:
   a. Buildings constructed within one hundred (100) feet of Calhoun Street within the Calhoun Street Overlay District as shown in Exhibit D shall not exceed two (2) stories in height.
   b. Buildings that are constructed perpendicular to Calhoun Street which exceed two (2) stories, shall have the portion of the structure within one hundred (100) feet of Calhoun Street step down to a building height of two (2) stories.
   c. The Calhoun Street Overlay District shall be zoned T-4 General Urban Zone.
   d. Buildings constructed within the Calhoun Street Overlay District shall be setback eight (8) feet from the Landmark wall.

5.3 CIVIC SPACES
5.3.1 Civic Spaces shall be designed as described in Table 13. Deviations from the requirement may be obtained through an Administrative Adjustment or Warrant.

5.3.2 Civic Spaces designated as Parks may be used for stormwater retention. Such facilities when located in parks shall be designed as a landscape feature of the Park.

5.3.3 Civic Spaces designated as Plazas may incorporate parking beneath them.
5.4 BUILDING DISPOSITION
5.4.1 General to zones T-4, T-5
   a. Newly platted Lots shall be dimensioned according to Table 15.
   b. Buildings shall be disposed in relation to the boundaries of their Lots according to Table 15.
   c. One Principal Building at the Frontage, and one Outbuilding to the rear of the Principal Building, may be built on each Lot as shown in Table 17C.
   d. Lot coverage by building shall not exceed that recorded in Table 15.
   e. Facades shall be built parallel to a rectilinear Principal Frontage Line or to the tangent of a curved Principal Frontage Line, and along a minimum percentage of the Frontage width at the Setback, as specified as Frontage Buildout on Table 15.
   f. Setbacks for Principal Buildings shall be as shown in Table 15. In the case of an infill Lot, Setbacks may be modified according to Section 1.5, Warrants, to accommodate and complement existing structure placements.

5.4.2 Specific to Special District and Baseball Special District
   a. Buildings in Special District shall be designated as Primary (anchor(s)) and attached in-line space), or Secondary (detached buildings located on outparcels).
   b. Structures within the Baseball Special District shall be approved by the City Council, see Section 5.2.5.c.
   c. Setback, Lot Coverage, and Private Frontage standards shall not apply to Special Districts. Setbacks for the Baseball Special District shall be approved by City Council, see Section 5.2.5.c.

5.5 BUILDING CONFIGURATION
5.5.1 General to zones T-4, T-5
   a. The Private Frontage of Buildings shall conform to and be allocated in accordance with Table 7 and Table 15.
   b. Buildings on corner Lots shall have two Private Frontages as shown in Table 17. Prescriptions for the second and third Layers pertain only to the Principal Frontage. Prescriptions for the first Layer pertain to both Frontages.
   c. Building heights shall conform to Table 15.
   d. A single floor level exceeding 14 feet, or 30 feet at ground level, shall be counted as two (2) stories. Mezzanines extending beyond 33% of the floor area shall be counted as an additional Story.
   e. In a Parking Structure or garage, aboveground levels may exceed the number of permitted Stories provided the structure does not exceed the eave height of the Principal Building.
   f. Height limits do not apply to existing structures, unfinished Attics or raised basements, masts, belfries, clock towers, chimney flues, water tanks, elevator bulkheads, or rooftop mechanical equipment.

5.5.2 Specific to zone T-4
   a. Balconies, open porches and bay windows may encroach the first Layer 50% of its depth. (Table 17d)

5.5.3 Specific to zone T-5
a. Awnings, Arcades, and Galleries may encroach the Sidewalk to within two (2) feet of the Curb but must clear the Sidewalk vertically by at least eight (8) feet.
b. Stoops, Lightwells, balconies, bay windows, and terraces may encroach the first Layer 100% of its depth. (Table 17d)
c. Loading docks and service areas shall be permitted on Frontages only by Warrant.
d. In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built co-planar with the Facade.
e. Streetscreens should be a minimum of three and a half (3.5) feet in height. The Streetscreen may be replaced by a hedge or fence only with permission from the DRB. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.

5.5.4 Specific to Special Districts and Baseball Special District
a. Primary and Secondary Buildings within a Special District shall not place rear facades along thoroughfares which abut T-4 General Urban or T-5 Urban Center Zone. Primary and Secondary Buildings within a Special District shall screen rear facades built adjacent to T-4 General Urban or T-5 Urban Center Zone by means approved by DRB. With the approval of the DRB, exceptions may be granted by Warrant, or to conform to existing structures on adjacent property.
b. Primary and Secondary buildings with front and side facades built adjacent to thoroughfares that abut existing development in a T-4 General Urban or T-5 Urban Center Zone should activate the length of the front façade with entrances and/or windows. Liner buildings may be used to mask blank facades greater than fifty (50) feet in length. Liner building uses should complement the uses of existing buildings in the T-4 General Urban or T-5 Urban Center Zone they face.
c. Loading and Service areas in a Special District shall be screened from public right-of-way.
d. Maximum height for Structures in Special Districts shall not exceed six (6) stories except for Special Districts along Harden in which Structures shall not exceed ten (10) stories.
e. Maximum height for Structures in the Baseball Special District shall be pursuant to standards to be adopted after adoption of a development agreement and amendments to the Bull Street Code by City Council.
f. Surface parking lots abutting Harden, Colonial, and Bull Streets shall be set back an average of ten (10) feet from the edge of the right-of-way and landscaped accordingly.

5.6 BUILDING FUNCTION
5.6.1 General to All Transect Zones
a. Buildings in each Transect Zone shall conform to the Functions on Table 10, Table 12.

5.6.2 Specific to zones T-4, T-5
a. Accessory Functions of Limited Lodging or Limited Office shall be permitted within an Accessory Building. See Table 10.

5.6.3 Specific to zones T-5
a. First Story Commercial and Manufacturing Functions shall be permitted.

5.6.4 Specific to Special Districts and Baseball Special District
a. Buildings in Special Districts may be single use.
b. Buildings in the Special Districts Transect Zone shall conform to the Functions on Table 10, Table 12. Functions that do not conform shall require approval as a Warrant as specified on Table 12.

5.7 PARKING CALCULATIONS
5.7.1 Specific to zones T-4, T-5
a. Provided parking spaces shall be determined by the sum of the actual parking calculated as that provided (1) within the Lot (2) along the parking lane corresponding to the Lot Frontage, and (3) Civic Parking Reserve within the Pedestrian Shed, if available.
b. The actual parking may be adjusted upward according to the Shared Parking Factor of Table 11 to determine the Effective Parking. The Shared Parking Factor is available for any two or more Functions within any pair of adjacent Blocks.
c. Accessory Units do not count toward parking requirements.
d. Liner Buildings less than thirty (30) feet deep and no more than two Stories shall be exempt from parking requirements.

5.7.2 Specific to Special Districts and Baseball Special District
a. Provided parking spaces for Special Districts shall be determined according to the function involved and may be revised by Administrative Adjustment.

5.8 PARKING LOCATION STANDARDS
5.8.1 General to zones T-4, T-5
a. Parking should be accessed by Rear Alleys or Rear Lanes, when such are available on the Site Plan.
b. Open parking areas should be masked from the Frontage by a Building or Streetscreen.
c. For buildings on B-Grids, open parking areas may be allowed unmasked on the Frontage, except for corner lots at intersections with the A-Grid.

5.8.2 Specific to zone T-4
a. Garages should be located at the third Layer except that side- or rear-entry types may be allowed in the first or second Layer, or to conform to existing structures on adjacent property.
b. A minimum of one bicycle rack place shall be provided within the Public or Private Frontage for every twenty-five surface vehicular parking spaces.

5.8.3 Specific to zone T-5
a. All parking lots, garages, and Parking Structures should be located at the second or third Layer. (Table 17d).
b. Parking Structures on the A-Grid shall have Liner Buildings lining the first and second Stories.
c. A minimum of one bicycle rack place shall be provided within the Public or Private Frontage for every twenty-five surface vehicular parking spaces.

GENERALIZED PLAN
5.8.4 Specific to Special District (not Baseball Special District)
   a. To the extent parking is not adjacent to the exterior streets of Bull, Colonial or Harden, parking will be located in accordance with parking locational requirements of T-5 Zones.
   b. Vehicular entrances to surface parking lots from interior streets shall be no wider than twenty-five (25) feet. Exits may be thirty (30) feet and they may be combined.
   c. A minimum of one bicycle rack place shall be provided within the Public or Private Frontage for every twenty-five surface vehicular parking spaces within the Special District.

5.9 LANDSCAPE AND TREE PRESERVATION STANDARDS

5.9.1 General To All Transect Zones
   a. Those trees identified by an arborist in fair or better condition that equals or exceeds the following diameter sizes shall be considered significant trees: large hardwoods of 24” d.b.h., large softwoods of 30” d.b.h., and small hardwoods of 10” d.b.h. Identification of significant trees shall be made via a tree survey once a Site Plan is submitted for a respective parcel of land within the Bull Street Neighborhood.
   b. Significant trees located outside of proposed thoroughfare rights-of-way, plaza areas, utility placement zones, and building footprint construction zones shall be preserved or mitigated. Tree preservation techniques shall respect industry standards prior, during, and post construction. The Mitigation Requirement Is 1” To 1”. Newly planted trees associated with thoroughfares within the Bull Street Neighborhood shall qualify toward the aforementioned mitigation requirement.
   c. Whenever possible the following should be used: locally made soil amendments and compost for plant nourishment, improved water absorption, and holding capacity; drought tolerant and/or slow growing hardy grasses, native and indigenous plants, shrubs, ground covers, and trees appropriate for local conditions; and mulches to minimize evaporation, reduce weed growth, and retard erosion.
   d. Non-significant tree resources are permitted to be removed without mitigation, subject to the provisions of Section 5.2.1 (e).
   e. Significant groves and allees of trees should be preserved.
   f. Newly planted trees within surface parking lots should be irrigated, unless species or LEED (or similar) requirement indicate otherwise.

5.9.2 General To All Transect Zones
   a. No vehicular parking space should be located farther than eighty (80) feet from the tree trunk of a shade tree in a planting area with one tree.
   b. Trees should be required for vehicular surface area interior plantings at the minimum rate of one shade tree from an approved list for every 3,200 square feet of total vehicular surface area. Each planting area shall contain at least one shade tree. Required shade trees should have minimum spacing of twenty-five (25) feet when planted in groups.
   c. The required interior landscaped planting areas should be placed in any of the following site locations: within or adjacent to the parking lot area as tree islands; at the end(s) of parking bays, inside landscaped medians; or as part of continu-
ous street protective yards or transitional buffer yards between rows of cars.

5.10 SIGNAGE STANDARDS

5.10.1 General To Zones T-4, T-5
a. There shall be no signage permitted additional to that specified in this section and no other signage standards shall apply.
b. The address number, no more than six (6) inches measured vertically, shall be attached to the building in proximity to the principal entrance or at a mailbox.
c. Architecturally compatible ground level signs shall not exceed six (6) feet in height, eight (8) feet in length and two (2) feet in depth.
d. Signage shall be externally illuminated, except that signage within the Shopfront glazing may be neon lit subject to the neon sign being approved by the DRB.

5.10.2 Specific To Zone T-4
a. One blade sign for each business may be permanently installed perpendicular to the façade within the First Layer. Such a sign shall not exceed a total of eight (8) square feet and shall clear eight (8) feet above the sidewalk.
b. In each parcel, one internally lit sign, not exceeding twenty four (24) square feet, is permitted for each road frontage.

5.10.3 Specific To Zone T-5
a. Blade signs, not to exceed twenty four (24) square feet for each separate business entrance, may be attached to and should be perpendicular to the façade, and shall clear eight (8) feet above the sidewalk.
b. A single external permanent sign band may be applied to the façade of each building, providing that such sign not exceed six (6) feet in height by any length.

5.10.4 Specific To Special Districts Zone SD
a. Signage along Colonial Drive and Harden Street shall be ground mounted. Total area shall not exceed one hundred eighty (180) square feet per side. Total height shall not exceed forty (40) feet. Setback from the right-of-way shall be ten (10) feet. Signs may be internally lit.
b. Signs are permitted on Primary and Secondary building frontages. Total area shall not exceed twenty (20) percent of the front façade. Signs may be internally lit.

5.11 LIGHTING STANDARDS

5.11.1 General to all Zones
a. The purpose of this Section regarding lighting on Public and Private Property is to regulate outdoor lighting in order to reduce or prevent light pollution. This means to the extent reasonably possible the reduction or prevention of glare and light trespass, the conservation of energy, and promotion of safety and security.
b. Focused, directed, and undiffused light sources shall not be aimed, directed, or reflected toward a public Thoroughfare, another lot, or a building having a residential use.
c. All light sources and their direct glare shall be shielded so as not to be visible from lots that have a residential use.
d. Light sources shall not be focused or directed into the sky except as required by Federal or State law, or where provided for low voltage uplighting of trees, buildings, or structures.
e. Lighting Standards for the Baseball Special District shall be pursuant to standards to be adopted after approval of a development agreement and amendments to the Bull Street Code by City.

5.11.2 General to Thoroughfare Lighting in all Zones
   a. Public Thoroughfare lighting standards shall be set forth in the Bull Street Development Agreement.
   b. Private Thoroughfare lighting shall be required along Private Thoroughfares within or adjacent to T-4, T-5 and Special District Zones.
   c. The mounting height, spacing and luminance of Private Thoroughfare lighting other than the intersection or roundabout/traffic circles shall provide a minimum average lumination of 0.40 foot-candles on the Thoroughfare including the sidewalk.
   d. The mounting height, spacing and luminance of intersection or roundabout/traffic circles shall provide a minimum average lumination of 0.60 foot-candles on the pavement of the intersection or traffic circle, including crosswalks, where applicable.

5.11.3 General to Parking Area and Parking Lot Lighting in all zones
   a. Lighting shall be required in Parking Areas and Parking Lots containing six (6) or more spaces in T-4, T-5 and Special District Zones.
   b. Lighting shall be required along all pedestrian walkways and passages in the T-4 and T-5 Zones.
   c. No light source, unless mounted on a building, shall be elevated more than twenty (20) feet above finished grade, provided that the following shall be exempt from this Section: lighting in the Special District Zone and Baseball Overlay Zone and any function required by Federal or State Law to be illuminated in a manner such that lighting above twenty (20) feet would be required. All lighting will be designed to minimize light pollution and “sky glow.” Lighting height in the Baseball Special District shall be approved pursuant to standards to be adopted after approval of a development agreement and amendments to the Bull Street Code by City.
**TABLE 1: Transect Zone Descriptions.** This table provides descriptions of the character of each T-zone.

<table>
<thead>
<tr>
<th>T4</th>
<th>T-4 GENERAL URBAN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>T-4 General Urban Zone consists of a mixed use, urban fabric. It may have a wide range of building types: single, sideyard, and rowhouses. Setbacks and landscaping are variable. Streets with curbs and sidewalks define medium-sized blocks.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>T5</th>
<th>T-5 URBAN CENTER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>T-5 Urban Center Zone consists of higher density mixed use building that accommodate retail, offices, rowhouses and apartments. It has a tight network of streets, with wide sidewalks, steady street tree planting and buildings set close to the sidewalks.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SD</th>
<th>SD SPECIAL DISTRICT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Special District consists of uses and buildings that by their intrinsic function, disposition or configuration cannot or should not conform to the primary requirements of mixed use, pedestrian scaled urbanism.</td>
</tr>
</tbody>
</table>
a. General Requirements: Thoroughfares shall be designed to balance safety, mobility, community goals and the environment. Thoroughfares shall provide appropriate pedestrian and vehicle mobility options, shall provide appropriate locations for utilities and shall be designed to support adjacent future development. Thoroughfares addressed in this section are to have low to moderate vehicular speed (25mph or less), varying traffic volumes and shall serve a range of land uses. The layout of Thoroughfares as to arrangement, character, width, grade, and location may be required to conform to the general plan of the entire tract where completed, to adjoining Thoroughfare systems of adjoining properties, to the major thoroughfare plans of the city, and to the topography, natural features, and drainage systems to be provided.

b. Contextual Design & Transect Zones: Thoroughfares shall be designed in context with the urban form, intended users (motorists, pedestrians, bicyclist, transit users) and desired design speed of the Transect Zone through which the Thoroughfares pass. The Transect Zones shall be utilized when determining the appropriate context sensitive Thoroughfare design for Thoroughfare assemblies and corresponding land use areas). Several Thoroughfare types may be allowed in each Transect Zone. All Thoroughfares specified in Table 4C shall be permitted in any Transect Zone.

c. Public Transit: Thoroughfares shall be designed to accommodate existing, planned and future public transit. Design accommodations may include provisions for transit pull off areas and modified curb radii. Curb radii may be tested with turn simulation software for feasibility.

d. Bicycle Provisions: Thoroughfares and community design should provide an opportunity for bicycle travel via a network of bicycle routes, lanes and trails. Bicycle travel networks shall be connected to existing or proposed regional networks wherever possible. A bicycle route should be provided within the vehicular thoroughfare where suitable for shared use of bicycles and vehicles traveling at low speeds and may be indicated with the use of “sharrows”.

e. Accessibility: Thoroughfares shall be designed to accommodate ADA requirements.

f. Utilities: Thoroughfares shall be designed to accommodate utilities within the right-of-way including, but not limited to, stormwater drainage, lighting, water, sewer, electric, gas, telephone, cable, etc.
**STREETSCAPE TYPES**
- AV: Avenue
- AR: Arterial
- CO: Collector
- CN: Connector
- BV: Boulevard
- AN: Avenue
- CS: Commercial Street
- RD: Road
- AL: Rear Alley
- LA: Rear Lane
- BT: Bicycle Trail
- BL: Bicycle Lane
- BR: Bicycle Route

<table>
<thead>
<tr>
<th>Type</th>
<th>Movement</th>
<th>Traffic Lanes</th>
<th>Parking Lanes</th>
<th>R.O.W. Width</th>
<th>Pavement Width</th>
<th>Curb Radius</th>
<th>Vehicular Design Speed</th>
<th>Pedestrian Crossing Time</th>
<th>Sidewalk Width</th>
<th>Planter Width</th>
<th>Road Edge Treatment</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ST-50-20</td>
<td>Street</td>
<td>Free Movement</td>
<td>Two Ways</td>
<td>50 feet</td>
<td>20 feet</td>
<td>10 feet</td>
<td>25 MPH</td>
<td>TBD</td>
<td>5 feet</td>
<td>7 feet</td>
<td>Curb</td>
<td></td>
</tr>
<tr>
<td>AV-80-40</td>
<td>Avenue</td>
<td>Free Movement</td>
<td>One-Way</td>
<td>80 feet</td>
<td>40 feet</td>
<td>15 feet</td>
<td>25 MPH</td>
<td>4.5 seconds</td>
<td>5 feet min</td>
<td>7' continuous planter/ 4'x4' tree grates</td>
<td>Curb</td>
<td>Trees at 30' o.c. Avg.</td>
</tr>
<tr>
<td>ST-60-34</td>
<td>Street</td>
<td>Free Movement</td>
<td>Two Ways</td>
<td>80 feet</td>
<td>40 feet</td>
<td>15 feet</td>
<td>25 MPH</td>
<td>4.5 seconds</td>
<td>5 feet min</td>
<td>8' continuous planter/ 4'x4' tree grates</td>
<td>Curb</td>
<td>Trees at 30' o.c. Avg.</td>
</tr>
<tr>
<td>ST-50-28</td>
<td>Street</td>
<td>Two Ways</td>
<td>One-Way</td>
<td>50 feet</td>
<td>28 feet</td>
<td>10 feet</td>
<td>25 MPH</td>
<td>TBD</td>
<td>5 feet min</td>
<td>7' continuous planter/ 4'x4' tree grates</td>
<td>Curb</td>
<td>Trees at 30' o.c. Avg.</td>
</tr>
<tr>
<td>DR-50-28</td>
<td>Drive</td>
<td>Free Movement</td>
<td>One-Way</td>
<td>50 feet</td>
<td>28 feet</td>
<td>10 feet</td>
<td>25 MPH</td>
<td>TBD</td>
<td>5 feet min</td>
<td>7' continuous planter/ 4'x4' tree grates</td>
<td>Curb</td>
<td>Trees at 30' o.c. Avg.</td>
</tr>
<tr>
<td>RD-50-20</td>
<td>Road</td>
<td>Free Movement</td>
<td>Two Ways</td>
<td>50 feet</td>
<td>20 feet</td>
<td>10 feet</td>
<td>25 MPH</td>
<td>TBD</td>
<td>5 feet min</td>
<td>7' continuous planter/ 4'x4' tree grates</td>
<td>Curb</td>
<td>Trees at 30' o.c. Avg.</td>
</tr>
<tr>
<td>RA-Varies-Varies</td>
<td>Rear Alley</td>
<td>Free Movement</td>
<td>Varies</td>
<td>Varies</td>
<td>Varies</td>
<td>Varies</td>
<td>Varies</td>
<td>Varies</td>
<td>Varies</td>
<td>Varies</td>
<td>Varies</td>
<td></td>
</tr>
<tr>
<td>RL-24-12</td>
<td>Rear Lane</td>
<td>Free Movement</td>
<td>Two Ways</td>
<td>24 feet</td>
<td>12 feet</td>
<td>N/A</td>
<td>15 MPH</td>
<td>TBD</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1. The DRB shall propose a unique thoroughfare assembly for the Bull Street Campus Main Entrance in addition to Table 4C.
2. Thoroughfare Assembly Standards do not apply to Special Districts.
3. The maximum paving width of a Rear Alley shall be 24 feet. One-way alleys shall be one-half the width of a two-way Rear Alley.
TABLE 7: Private Frontages. The Private Frontage is the area between the building Facades and the Lot lines.

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Illustrated Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Porch &amp; Fence</td>
<td>A planted Frontage wherein the Facade is set back from the Frontage Line with an attached porch permitted to Encroach. A fence at the Frontage Line maintains street spatial definition. Porches shall be no less than 8 feet deep.</td>
<td><img src="image1" alt="Diagram" /></td>
</tr>
<tr>
<td>b. Terrace or Lightwell</td>
<td>A Frontage wherein the Facade is set back from the Frontage line by an elevated terrace or a sunken Lightwell. This type buffers Residential use from urban Sidewalks and removes the private yard from public Encroachment. Terraces are suitable for conversion to outdoor cafes. Syn: Dooryard.</td>
<td><img src="image2" alt="Diagram" /></td>
</tr>
<tr>
<td>c. Forecourt</td>
<td>A Frontage wherein a portion of the Facade is close to the Frontage Line and the central portion is set back. The Forecourt created is suitable for vehicular drop-offs. This type should be allocated in conjunction with other Frontage types. Large trees within the Forecourts may overhang the Sidewalks.</td>
<td><img src="image3" alt="Diagram" /></td>
</tr>
<tr>
<td>d. Stoop</td>
<td>A Frontage wherein the Facade is aligned close to the Frontage Line with the first Story elevated from the Sidewalk sufficiently to secure privacy for the windows. The entrance is usually an exterior stair and landing. This type is recommended for ground-floor Residential use.</td>
<td><img src="image4" alt="Diagram" /></td>
</tr>
<tr>
<td>e. Shopfront</td>
<td>A Frontage wherein the Facade is aligned close to the Frontage Line with the building entrance at Sidewalk grade. This type is conventional for Retail use. It has a substantial glazing on the Sidewalk level and an awning that may overlap the Sidewalk to within 2 feet of the Curb. Syn: Retail Frontage.</td>
<td><img src="image5" alt="Diagram" /></td>
</tr>
<tr>
<td>f. Gallery</td>
<td>A Frontage wherein the Facade is aligned close to the Frontage line with an attached cantilevered shed or a lightweight colonnade overlapping the Sidewalk. This type is conventional for Retail use. The Gallery shall be no less than 10 feet wide and should overlap the Sidewalk to within 2 feet of the Curb. **Please note that no portion of the Gallery Frontage shall be located within the public right-of-way.</td>
<td><img src="image6" alt="Diagram" /></td>
</tr>
<tr>
<td>g. Arcade</td>
<td>A colonnade supporting habitable space that overlaps the Sidewalk, while the Facade at Sidewalk level remains at or behind the Frontage Line. This type is conventional for Retail use. The Arcade shall be no less than 12 feet wide and should overlap the Sidewalk to within 2 feet of the Curb. **Please note that no portion of the Arcade Frontage shall be located within the public right-of-way.</td>
<td><img src="image7" alt="Diagram" /></td>
</tr>
</tbody>
</table>
### TABLE 10: Building Function

This table categorizes Building Functions within Transect Zones. Parking requirements are correlated to functional intensity. For Specific Function and Use permitted By Right or by Warrant, see Table 12.

<table>
<thead>
<tr>
<th>Function</th>
<th>Type</th>
<th>T4</th>
<th>T5</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. RESIDENTIAL</td>
<td>Limited Residential</td>
<td>The number of dwellings on each Lot is limited by the requirement of 1.0 parking places for each dwelling, a ratio which may be reduced according to the shared parking standards (See Table 11).</td>
<td>Open Residential: The number of dwellings on each Lot is limited by the requirement of 1.0 parking places for each dwelling, a ratio which may be reduced according to the shared parking standards (See Table 11).</td>
</tr>
<tr>
<td>b. LODGING</td>
<td>Open Lodging: The number of bedrooms available on each Lot for lodging is limited by the requirement of .5 assigned parking places for each bedroom. Food service may be provided at all times. The area allocated for food service shall be calculated and provided with parking according to Retail Function.</td>
<td>Open Lodging: The number of bedrooms available on each Lot for lodging is limited by the requirement of .5 assigned parking places for each bedroom. Food service may be provided at all times. The area allocated for food service shall be calculated and provided with parking according to Retail Function.</td>
<td></td>
</tr>
<tr>
<td>c. OFFICE</td>
<td>Limited Office: The building area available for office use on each Lot is limited to the first Story of the principal building and/or to the Accessory building, and by the requirement of 3.0 assigned parking places per 1000 square feet of net office space in addition to the parking requirement for each dwelling.</td>
<td>Open Office: The building area available for office use on each Lot is limited by the requirement of 2.0 assigned parking places per 1000 square feet of net office space.</td>
<td></td>
</tr>
<tr>
<td>d. RETAIL</td>
<td>Limited Retail: The building area available for Retail use is limited by the requirement of 3.0 assigned parking places per 1000 square feet of net Retail space in addition to the parking requirement of each dwelling. The specific use shall be further limited to neighborhood store, or food service seating no more than 40.</td>
<td>Open Retail: The building area available for Retail use is limited by the requirement of 2.0 assigned parking places per 1000 square feet of net Retail space. Retail spaces under 1500 square feet are exempt from parking requirements.</td>
<td></td>
</tr>
<tr>
<td>e. CIVIC</td>
<td>See Table 12</td>
<td>See Table 12</td>
<td></td>
</tr>
<tr>
<td>f. OTHER</td>
<td>See Table 12</td>
<td>See Table 12</td>
<td></td>
</tr>
</tbody>
</table>

### TABLE 11: Parking Calculations

The Shared Parking Factor for two or more Functions, when divided into the sum of the two amounts as listed on the Required Parking table below, produces the Effective Parking needed for each site involved in sharing.

<table>
<thead>
<tr>
<th>Function</th>
<th>T4</th>
<th>T5</th>
</tr>
</thead>
<tbody>
<tr>
<td>RESIDENTIAL</td>
<td>1.0 / dwelling</td>
<td>1.0 / dwelling</td>
</tr>
<tr>
<td>LODGING</td>
<td>.5 / bedroom</td>
<td>.5 / bedroom</td>
</tr>
<tr>
<td>OFFICE</td>
<td>3.0 / 1000 sq. ft.</td>
<td>2.0 / 1000 sq. ft.</td>
</tr>
<tr>
<td>RETAIL</td>
<td>3.0 / 1000 sq. ft.</td>
<td>2.0 / 1000 sq. ft.</td>
</tr>
<tr>
<td>CIVIC</td>
<td>To be determined by the DRB</td>
<td>To be determined by the DRB</td>
</tr>
<tr>
<td>OTHER</td>
<td>To be determined by the DRB</td>
<td>To be determined by the DRB</td>
</tr>
</tbody>
</table>
TABLE 12: Specific Function & Use. This table expands the categories of Table 10 to delegate specific Functions and uses within Transect Zones. Table 12 should be customized for local character and requirements.

<table>
<thead>
<tr>
<th>a. RESIDENTIAL</th>
<th>T4</th>
<th>T5</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-family Attached</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Multi-family Detached</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Single-family Attached</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Single-family Detached</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Accessory Unit</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b. LODGING</th>
<th>T4</th>
<th>T5</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel (no room limit)</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Inn (up to 12 rooms)</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Bed &amp; Breakfast (up to 5 rooms)</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>S.R.O. hostel</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>School Dormitory</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>c. OFFICE</th>
<th>T4</th>
<th>T5</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Building</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Live-Work Unit</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>d. RETAIL</th>
<th>T4</th>
<th>T5</th>
<th>SD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open-Market Building</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Retail Building</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
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- □ BY RIGHT
- ○ BY WARRANT

**Manufacturing Uses shall not emit noxious odors or sounds beyond the subject property line.
### TABLE 13. CIVIC SPACE

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
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<tbody>
<tr>
<td>Park</td>
<td>A natural preserve available for unstructured recreation. A park may be independent of surrounding building Frontages. Its landscape shall consist of Paths and trails, meadows, waterbodies, woodland and open shelters, all naturalistically disposed. Parks may be lineal, following the trajectories of natural corridors. There shall be no minimum or maximum size.</td>
</tr>
<tr>
<td>Green</td>
<td>An Open Space, available for unstructured recreation. A Green may be spatially defined by landscaping rather than building Frontages. Its landscape shall consist of lawn and trees, naturalistically disposed.</td>
</tr>
<tr>
<td>Square</td>
<td>An Open Space available for unstructured recreation and Civic purposes. A Square is spatially defined by building Frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important Thoroughfares.</td>
</tr>
<tr>
<td>Plaza</td>
<td>An Open Space available for Civic purposes and Commercial activities. A Plaza shall be spatially defined by building Frontages. Its landscape shall consist primarily of pavement. Trees are optional. Plazas should be located at the intersection of important streets.</td>
</tr>
<tr>
<td>Playground</td>
<td>An Open Space designed and equipped for the recreation of children. A Playground should be fenced and may include an open shelter. Playgrounds shall be interspersed within Residential areas and may be placed within a Block. Playgrounds may be included within parks and greens. There shall be no minimum or maximum size.</td>
</tr>
</tbody>
</table>
TABLE 14: Light Imprint Storm Drainage Matrix. This table summarizes a comprehensive strategy that can supplement the basic Natural Drainage Standards in this volume. The Light Imprint initiative coordinates over sixty tools and resources for environmental, infrastructural, and cost efficiency concerns. Because it is transect-based, all or part of Light Imprint may be adopted by the Developer, or provided as an auxiliary set of guidelines for developers. Definitions will be necessary for some terms on this table. Full descriptions of all the tools, along with a comprehensive introduction and set of case studies, are located in the full Light Imprint Handbook. Information is available at www.lightimprint.org.

<table>
<thead>
<tr>
<th>TABLE 14: LIGHT IMPRINT STORM DRAINAGE MATRIX</th>
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<td>FORM-BASED CODE</td>
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<td>Bull Street Neighborhood</td>
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<td>Wood Planks</td>
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<tr>
<td>Plastic Wash/Geomat</td>
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<tr>
<td>Crushed Stone/Shell</td>
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<tr>
<td>Cast/Pressed Concrete Paver Block</td>
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<tr>
<td>Cast/Pressed Concrete Block</td>
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<tr>
<td>Pea Gravel</td>
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<tr>
<td>Blister/Masonry Paving Blocks</td>
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<td>Wood Paving Blocks on Concrete</td>
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<td>Grassed Cellular Concrete</td>
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</tbody>
</table>

*NOTE - Maintenance is denoted as L=Low, M=Medium and H=High.*

**GENERALIZED PLAN**
I. BUILDING FUNCTION (see Table 10 & Table 12)
- Residential: limited use
- Lodging: open use
- Office: limited use
- Retail: limited use

k. BUILDING CONFIGURATION
- Principal Building: 4 stories max, 1 min.
- Outbuilding: 2 stories max.

f. LOT OCCUPATION
- Lot Width: 17 ft min. 120 ft max
- Lot Coverage: 80% max

g. SETBACKS - PRINCIPAL BUILDING
- (g.1) Front Setback Principal: 0 ft min. 30 ft max
- (g.2) Front Setback Secondary: 0 ft min. 30 ft max
- (g.3) Side Setback: 0 ft min
- (g.4) Rear Setback: 0 ft min.
- Frontage Buildout: 30% min. at setback

h. SETBACKS - OUTBUILDING
- (h.1) Front Setback: 20 ft min. + bldg. setback
- (h.2) Side Setback: 0 ft min. or 3 ft at corner
- (h.3) Rear Setback: 0 ft min.*

j. PRIVATE FRONTAGES (see Table 7)
- Porch & Fence: permitted
- Terrace or Lightwell: permitted
- Forecourt: permitted
- Stoop: permitted
- Shopfront: permitted
- Gallery: permitted
- Arcade: not permitted

PARKING PLACEMENT
- See Table 10 & Table 11
- *or 15 ft. from center line of alley
- "N" stands for any Stories above those shown, up to the maximum. Refer to metrics for exact minimums and maximums

BUILDING CONFIGURATION
1. Building height shall be measured in number of Stories, excluding Attics and raised basements.
2. Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor Commercial function which must be a minimum of 9 ft with a maximum of 25 ft.
3. Height shall be measured to the eave or roof deck.

SETBACKS - PRINCIPAL BLDG.
1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
2. Facades shall be built along the Principal Frontage to the minimum specified width in the table.

SETBACKS - OUTBUILDING
1. The Elevations of the Outbuilding shall be distanced from the Lot lines as shown.

PARKING PLACEMENT
1. Uncovered parking spaces may be provided within the third Layer as shown in the diagram (see Table 17d).
2. Covered parking should be provided within the third Layer as shown in the diagram (see Table 17d).
3. Trash containers should be stored within the third Layer.
<table>
<thead>
<tr>
<th>I. BUILDING FUNCTION (see Table 10 &amp; Table 12)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>open use</td>
</tr>
<tr>
<td>Lodging</td>
<td>open use</td>
</tr>
<tr>
<td>Office</td>
<td>open use</td>
</tr>
<tr>
<td>Retail</td>
<td>open use</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>k. BUILDING CONFIGURATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Building</td>
<td>6 stories max. 1 min.</td>
</tr>
<tr>
<td>Outbuilding</td>
<td>3 stories max.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>f. LOT OCCUPATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Width</td>
<td>18 ft min.</td>
</tr>
<tr>
<td>Lot Coverage</td>
<td>100% max.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>g. SETBACKS - PRINCIPAL BUILDING</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(g.1) Front Setback Principal</td>
<td>0 ft. min. 16 ft. max.</td>
</tr>
<tr>
<td>(g.2) Front Setback Secondary</td>
<td>0 ft. min. 16 ft. max.</td>
</tr>
<tr>
<td>(g.3) Side Setback</td>
<td>0 ft. min. 30 ft. max.</td>
</tr>
<tr>
<td>(g.4) Rear Setback</td>
<td>0 ft. min.*</td>
</tr>
<tr>
<td>Frontage Buildout</td>
<td>60% min. at setback</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>h. SETBACKS - OUTBUILDING</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(h.1) Front Setback</td>
<td>40 ft. max. from rear prop.</td>
</tr>
<tr>
<td>(h.2) Side Setback</td>
<td>0 ft. min. or 2 ft at corner</td>
</tr>
<tr>
<td>(h.3) Rear Setback</td>
<td>0 ft. max.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>j. PRIVATE FRONTAGES (see Table 7)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Porch &amp; Fence</td>
<td>not permitted</td>
</tr>
<tr>
<td>Terrace or Lightwell</td>
<td>permitted</td>
</tr>
<tr>
<td>Forecourt</td>
<td>permitted</td>
</tr>
<tr>
<td>Stoop</td>
<td>permitted</td>
</tr>
<tr>
<td>Shopfront</td>
<td>permitted</td>
</tr>
<tr>
<td>Gallery</td>
<td>permitted</td>
</tr>
<tr>
<td>Arcade</td>
<td>permitted</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PARKING PROVISIONS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>See Table 10 &amp; Table 11</td>
<td></td>
</tr>
</tbody>
</table>

*or 15 ft. from center line of alley
"N" stands for any Stories above those shown, up to the maximum. Refer to metrics for exact minimums and maximums

**TABLE 15C. FORM-BASED CODE GRAPHICS - T5**

**BULL STREET NEIGHBORHOOD**

**BUILDING CONFIGURATION**
1. Building height shall be measured in number of Stories, excluding Attics and raised basements.
2. Stories may not exceed 18 feet in height from finished floor to finished ceiling, except for a first floor Commercial function which must be a minimum of 9 ft with a maximum of 30 ft.
3. Height shall be measured to the eave or roof deck.

**SETBACKS - PRINCIPAL BLDG.**
1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
2. Facades shall be built along the Principal Frontage to the minimum specified width in the table.

**SETBACKS - OUTBUILDING**
1. The Elevations of the Outbuilding shall be distanced from the Lot lines as shown.

**PARKING PLACEMENT**
1. Uncovered parking spaces may be provided within the third Layer as shown in the diagram (see Table 17d).
2. Covered parking should be provided within the third Layer as shown in the diagram (see Table 17d).
3. Trash containers should be stored within the third Layer.
a. THOROUGHFARE & FRONTAGES

b. TURNING RADIUS

c. BUILDING DISPOSITION

d. LOT LAYERS

e. FRONTAGE & LOT LINES

f. SETBACK DESIGNATIONS

TABLE 17. DEFINITIONS ILLUSTRATED

GENERALIZED PLAN
DEFINITIONS

THIS ARTICLE PROVIDES DEFINITIONS FOR TERMS IN THIS CODE THAT ARE TECHNICAL IN NATURE OR THAT OTHERWISE MAY NOT REFLECT A COMMON USAGE OF THE TERM. IF A TERM IS NOT DEFINED IN THIS CODE OR BY CITY ORDINANCE, THEN THE DRB SHALL DETERMINE THE CORRECT DEFINITION. ITEMS IN ITALICS REFER TO ARTICLES, SECTIONS, OR TABLES IN THE CODE.

A-GRID: CUMULATIVELY, THOSE THOROUGHFARES THAT BY VIRTUE OF THEIR PRE-EXISTING PEDESTRIAN-SUPPORTIVE QUALITIES, OR THEIR FUTURE IMPORTANCE TO PEDESTRIAN CONNECTIVITY, ARE HELD TO THE HIGHEST STANDARDS PRESCRIBED BY THIS CODE. SEE B-GRID. (SYN: PRIMARY GRID.)

ACCESSORY BUILDING: AN OUTBUILDING WITH AN ACCESSORY UNIT.

ACCESSORY UNIT: AN APARTMENT SHARING OWNERSHIP AND UTILITY CONNECTIONS WITH A PRINCIPAL BUILDING; IT MAY OR MAY NOT BE WITHIN AN OUTBUILDING. SEE TABLE 10 AND TABLE 17. (SYN: ANCILLARY UNIT)

ADMINISTRATIVE ADJUSTMENT: A DEVIATION THAT MAY BE AUTHORIZED BY THE ZONING ADMINISTRATOR OF UP TO FIFTEEN PERCENT (15%) FROM ANY NUMERICAL STANDARD AS SET FORTH IN ARTICLE 6 STANDARDS AND TABLES.

APARTMENT: A RESIDENTIAL UNIT SHARING A BUILDING AND A LOT WITH OTHER UNITS AND/OR USES; MAY BE FOR RENT, OR FOR SALE AS A CONDOMINIUM.

ARCADE: A PRIVATE FRONTAGE CONVENTIONAL FOR RETAIL USE WHEREIN THE FACADE IS A COLONNADE SUPPORTING HABITABLE SPACE THAT OVERLAPS THE SIDEWALK, WHILE THE FACADE AT SIDEWALK LEVEL REMAINS AT THE FRONTAGE LINE.

ARCHITECTURAL STANDARDS: THE STANDARDS REQUIRED BY THIS CODE INCLUDING SPECIFIC ARCHITECTURAL APPROVAL BY THE DRB.

ATTIC: THE INTERIOR PART OF A BUILDING CONTAINED WITHIN A PITCHED ROOF STRUCTURE.

B-GRID: CUMULATIVELY, THOSE THOROUGHFARES THAT BY VIRTUE OF THEIR USE, LOCATION, OR ABSENCE OF PRE-EXISTING PEDESTRIAN-SUPPORTIVE QUALITIES, MAY MEET A STANDARD LOWER THAN THAT OF THE A-GRID. SEE A-GRID. (SYN: SECONDARY GRID.)

BACKBUILDING: A STRUCTURE CONNECTING A PRINCIPAL BUILDING TO AN OUTBUILDING. SEE TABLE 17.

BED AND BREAKFAST: A LODGING TYPE OFFERING 1 TO 5 BEDROOMS, PERMITTED TO SERVE BREAKFAST IN THE MORNINGS TO GUESTS.

BY RIGHT: SOMETHING THAT COMPLIES WITH THE CODE AND IS PERMITTED AND PROCESSED ADMINISTRATIVELY, WITHOUT PUBLIC HEARING OR FURTHER CONDITION OR RESTRICTION. SEE WARRANT.

CRC: SEE CONSOLIDATED REVIEW COMMITTEE.
ARTICLE 7. DEFINITIONS OF TERMS

CIVIC: THE TERM DEFINING NOT-FOR-PROFIT ORGANIZATIONS DEDICATED TO ARTS, CULTURE, EDUCATION, RECREATION, GOVERNMENT, TRANSIT, AND MUNICIPAL PARKING.

CIVIC BUILDING: A BUILDING OPERATED BY NOT-FOR-PROFIT ORGANIZATIONS DEDICATED TO ARTS, CULTURE, EDUCATION, RECREATION, GOVERNMENT, TRANSIT, AND MUNICIPAL PARKING, OR FOR USE APPROVED BY THE LEGISLATIVE BODY.

CIVIC PARKING RESERVE: PARKING STRUCTURE OR PARKING LOT WITHIN A QUARTER-MILE OF THE SITE THAT IT SERVES. SEE SECTION 5.9.2.

CIVIC SPACE: AN OUTDOOR AREA DEDICATED FOR PUBLIC USE. CIVIC SPACE TYPES ARE DEFINED BY THE COMBINATION OF CERTAIN PHYSICAL CONSTANTS INCLUDING THE RELATIONSHIPS AMONG THEIR INTENDED USE, THEIR SIZE, THEIR LANDSCAPING AND THEIR ENFRONTING BUILDINGS. SEE TABLE 13.

CIVIC ZONE: DESIGNATION FOR PUBLIC SITES DEDICATED FOR CIVIC BUILDINGS AND CIVIC SPACE.

COMMERCIAL: THE TERM COLLECTIVELY DEFINING WORKPLACE, OFFICE, RETAIL, AND LODGING FUNCTIONS.

CONFIGURATION: THE FORM OF A BUILDING, BASED ON ITS MASSING, PRIVATE FRONTAGE, AND HEIGHT.

CONSOLIDATED REVIEW COMMITTEE (CRC): A GROUP CREATED BY CITY COUNCIL WHO SHALL ADMINISTRATIVELY PROCESS APPLICATIONS AND PLANS PURSUANT TO THIS CODE.

CURB: THE EDGE OF THE VEHICULAR PAVEMENT THAT MAY BE RAISED OR FLUSH TO A SWALE. IT USUALLY INCORPORATES THE DRAINAGE SYSTEM.

DISPOSITION: THE PLACEMENT OF A BUILDING ON ITS LOT. SEE TABLE 17.

DEVELOPER: BULL STREET NEIGHBORHOOD DEVELOPMENT, LLC., A SOUTH CAROLINA LIMITED LIABILITY COMPANY, AND ANY OTHER PERSON OR PERSONS (THE “SUCCESSOR DEVELOPER”) THAT SUCCEED TO THE RIGHTS, DUTIES, AND OBLIGATIONS OF DEVELOPER.

DEVELOPMENT REVIEW BOARD (DRB): A GROUP FORMED PURSUANT TO THE MASTER DECLARATION OF PROTECTIVE COVENANTS TO PROVIDE AN EFFECTIVE MEANS OF ENSURING THAT ALL BUILDINGS AND IMPROVEMENTS WITHIN THE BULL STREET NEIGHBORHOOD ARE AESTHETICALLY CONSISTENT AND IN HARMONY WITH A FIRST-CLASS MIXED-USE DEVELOPMENT.

DOORYARD: A PRIVATE FRONTAGE TYPE WITH A SHALLOW SETBACK AND FRONT GARDEN OR PATIO, USUALLY WITH A LOW WALL AT THE FRONTAGE LINE. SEE TABLE 7. (VARIANT: LIGHTWELL, LIGHT COURT.)

DRINKING PLACE: AN ESTABLISHMENT HAVING AS ITS PRINCIPAL USE THE RETAIL SALE OF ALCOHOLIC BEVERAGES SUCH AS BEER, LIQUOR OR WINE FOR CONSUMPTION ON OR OFF THE PREMISES. THE PRINCIPAL USE SHALL BE DETERMINED BY ASSESSING THE FOLLOWING FACTORS: GROSS FLOOR AREA OF THE BUSINESS; TOTAL GROSS FLOOR AREA ALLOCATED FOR EACH FUNCTION WITHIN THE BUSINESS; SEATING PLANS; MENUS; BUSINESS PLAN; HOURS OF OPERATION; AND ANY OTHER FACTORS RELEVANT...
TO THE OPERATION OF THE BUSINESS. DRINKING PLACES IN CONFORMITY WITH STATE LAW SHALL BE PERMITTED, AND THE PROVISIONS OF EXISTING LOCAL CODE SECTION 17-269 SHALL NOT BE APPLICABLE.

**DRIVE-THROUGH FACILITY:** ANY USE, EITHER PRINCIPAL OR ACCESSORY, THAT PROVIDES GOODS OR SERVICES TO A PERSON WITHOUT REQUIRING THE PERSON TO LEAVE HIS OR HER VEHICLE. EXAMPLES OF DRIVE-THROUGH FACILITIES INCLUDE, BUT ARE NOT LIMITED TO, DRIVE-THROUGH AUTOMATED TELLER MACHINES, AUTOMATED CAR WASHES, AND DRIVE-THROUGH WINDOWS AT RESTAURANTS, FINANCIAL INSTITUTIONS, DRY-CLEANING ESTABLISHMENTS, AND RETAIL ESTABLISHMENTS SUCH AS LIQUOR STORES AND PHARMACIES. DRIVE-IN MOTION PICTURE THEATERS, AUTOMOTIVE SERVICE FACILITIES (EXCEPT AUTOMATED CAR WASHES), AUTOMOTIVE REPAIR FACILITIES, AND FUEL PUMPS AND LIKE SERVICE ISLANDS AT GASOLINE SERVICE STATIONS ARE NOT CONSIDERED DRIVE-THROUGH FACILITIES. THE PROVISIONS OF EXISTING LOCAL CODE SECTION 17-258(6) SHALL NOT BE APPLICABLE.

**DRIVEWAY:** A VEHICULAR LANE WITHIN A LOT, OFTEN LEADING TO A GARAGE.

**EFFECTIVE PARKING:** THE AMOUNT OF PARKING REQUIRED FOR MIXED USE AFTER ADJUSTMENT BY THE SHARED PARKING FACTOR. SEE TABLE 11.

**ELEVATION:** AN EXTERIOR WALL OF A BUILDING NOT ALONG A FRONTAGE LINE. SEE TABLE 17. SEE: FACADE.

**ENCROACH:** TO BREAK THE PLANE OF A VERTICAL OR HORIZONTAL REGULATORY LIMIT WITH A STRUCTURAL ELEMENT, SO THAT IT EXTENDS INTO A SETBACK, INTO THE PUBLIC FRONTAGE, OR ABOVE A HEIGHT LIMIT.

**ENCROACHMENT:** ANY STRUCTURAL ELEMENT THAT BREAKS THE PLANE OF A VERTICAL OR HORIZONTAL REGULATORY LIMIT, EXTENDING INTO A SETBACK, INTO THE PUBLIC FRONTAGE, OR ABOVE A HEIGHT LIMIT.

**ENFRONT:** TO PLACE AN ELEMENT ALONG A FRONTAGE, AS IN “PORCHES ENFRONT THE STREET.”

**FACADE:** THE EXTERIOR WALL OF A BUILDING THAT IS SET ALONG A FRONTAGE LINE. SEE ELEVATION.

**FAMILY:** AN INDIVIDUAL; OR TWO OR MORE PERSONS RELATED BY BLOOD OR MARRIAGE LIVING TOGETHER; OR A GROUP OF INDIVIDUALS, OF NOT MORE THAN FOUR (4) PERSONS, NOT RELATED BY BLOOD OR MARRIAGE BUT LIVING TOGETHER AS A SINGLE HOUSEKEEPING UNIT, EXCEPT THAT FOR MULTI-FAMILY PROPERTIES CONTAINING TWENTY (20) OR MORE DWELLING UNITS THE MAXIMUM NUMBER OF UNRELATED PERSONS ALLOWED IN A SINGLE HOUSEKEEPING UNIT SHALL BE EIGHT (8).

**FORECOURT:** A PRIVATE FRONTAGE WHEREIN A PORTION OF THE FACADE IS CLOSE TO THE FRONTAGE LINE AND THE CENTRAL PORTION IS SET BACK. SEE TABLE 7.

**FRONTAGE:** THE AREA BETWEEN A BUILDING FACADE AND THE VEHICULAR LANES, INCLUSIVE OF ITS BUILT AND PLANTED COMPONENTS. FRONTAGE IS DIVIDED INTO PRIVATE FRONTAGE AND PUBLIC FRONTAGE. SEE TABLE 7.
ARTICLE 7. DEFINITIONS OF TERMS

FRONTAGE LINE: A LOT LINE BORDERING A PUBLIC FRONTAGE. FACADES FACING FRONTAGE LINES DEFINE THE PUBLIC REALM AND ARE THEREFORE MORE REGULATED THAN THE ELEVATIONS FACING OTHER LOT LINES. SEE TABLE 17.

FUNCTION: THE USE OR USES ACCOMMODATED BY A BUILDING AND ITS LOT, CATEGORIZED AS LIMITED OR OPEN, ACCORDING TO THE INTENSITY OF THE USE. SEE TABLE 10 AND TABLE 12.

GALLERY: A PRIVATE FRONTPAGE CONVENTIONAL FOR RETAIL USE WHEREIN THE FACADE IS ALIGNED CLOSE TO THE FRONTPAGE LINE WITH AN ATTACHED CANTILEVERED SHED OR LIGHTWEIGHT COLONNADE OVERLAPPING THE SIDEWALK. SEE TABLE 7.

GREEN: A CIVIC SPACE TYPE FOR UNSTRUCTURED RECREATION, SPATIALLY DEFINED BY LANDSCAPING RATHER THAN BUILDING FRONTAGES. SEE TABLE 13.

INN: A LODGING TYPE OFFERING 6 TO 12 BEDROOMS, PERMITTED TO SERVE BREAKFAST IN THE MORNINGS TO GUESTS. SEE TABLE 10.

LANDSCAPE STANDARDS: THE STANDARDS REQUIRED BY THIS CODE AND SET FORTH IN SECTION 5.9.

LAYER: A RANGE OF DEPTH OF A LOT WITHIN WHICH CERTAIN ELEMENTS ARE PERMITTED. SEE TABLE 17.

LIGHTING STANDARDS: THE STANDARDS REQUIRED BY THIS CODE AND SET FORTH IN SECTION 5.11.

LIGHTWELL: A PRIVATE FRONTPAGE TYPE THAT IS A BELOW-GRADE ENTRANCE OR RECESS DESIGNED TO ALLOW LIGHT INTO BASEMENTS. SEE TABLE 7. (SYN: LIGHT COURT.)

LINER BUILDING: A BUILDING SPECIFICALLY DESIGNED TO MASK A PARKING LOT OR A PARKING STRUCTURE FROM A FRONTPAGE.

LIVE-WORK: A MIXED USE UNIT CONSISTING OF A COMMERCIAL AND RESIDENTIAL FUNCTION. THE COMMERCIAL FUNCTION MAY BE ANYWHERE IN THE UNIT. IT IS INTENDED TO BE OCCUPIED BY A BUSINESS OPERATOR WHO LIVES IN THE SAME STRUCTURE THAT CONTAINS THE COMMERCIAL ACTIVITY OR INDUSTRY. SEE WORK-LIVE. (SYN.: FLEX-HOUSE.)

LODGING: PREMISES AVAILABLE FOR DAILY AND WEEKLY RENTING OF BEDROOMS. SEE TABLE 10 AND TABLE 12.

LOT: A PARCEL OF LAND ACCOMMODATING A BUILDING OR BUILDINGS OF UNIFIED DESIGN.

LOT LINE: THE BOUNDARY THAT LEGALLY AND GEOMETRICALLY DEMARCATES A LOT.

LOT WIDTH: THE LENGTH OF THE PRINCIPAL FRONTPAGE LINE OF A LOT.

MANUFACTURING: PREMISES AVAILABLE FOR THE CREATION, ASSEMBLAGE AND/OR REPAIR OF ITEMS, AND INCLUDING THEIR RETAIL SALE.
FORM-BASED CODE

ARTICLE 7. DEFINITIONS OF TERMS

Bull Street Neighborhood

MIXED USE: MULTIPLE FUNCTIONS WITHIN THE SAME BUILDING THROUGH SUPERIMPOSITION OR ADJACENCY, OR IN MULTIPLE BUILDINGS BY ADJACENCY, OR AT A PROXIMITY.

MULTI-FAMILY: A BUILDING CONTAINING THREE OR MORE DWELLING UNITS, WITH EACH UNIT HAVING A COMMON STRUCTURAL WALL WITH ANOTHER DWELLING UNIT. THE TERM “MULTI-FAMILY” SHALL BE UNDERSTOOD TO INCLUDE APARTMENTS, TENEMENTS, CONDOMINIUMS, COOPERATIVES AND SIMILAR TYPES OF STRUCTURES.

OFFICE: PREMISES AVAILABLE FOR THE TRANSACTION OF GENERAL BUSINESS BUT EXCLUDING RETAIL AND MANUFACTURING USES. SEE TABLE 10.

OPEN SPACE: LAND INTENDED TO REMAIN UNDEVELOPED; IT MAY BE FOR CIVIC SPACE.

OUTBUILDING: AN ACCESSORY BUILDING, USUALLY LOCATED TOWARD THE REAR OF THE SAME LOT AS A PRINCIPAL BUILDING, AND SOMETIMES CONNECTED TO THE PRINCIPAL BUILDING BY A BACKBUILDING. SEE TABLE 17.

PARK: A CIVIC SPACE TYPE THAT IS A NATURAL PRESERVE AVAILABLE FOR UNSTRUCTURED RECREATION. SEE TABLE 13.

PARKING STRUCTURE: A BUILDING CONTAINING ONE OR MORE STORIES OF PARKING ABOVE GRADE.

PASSAGE (PS): A PEDESTRIAN CONNECTOR, OPEN OR ROOFED, THAT PASSES BETWEEN BUILDINGS TO PROVIDE SHORTCUTS THROUGH LONG BLOCKS AND CONNECT REAR PARKING AREAS TO FRONTAGES.

PATH (PT): A PEDESTRIAN WAY TRAVERSING A PARK OR RURAL AREA, WITH LANDSCAPE MATCHING THE CONTIGUOUS OPEN SPACE, IDEALLY CONNECTING DIRECTLY WITH THE URBAN SIDEWALK NETWORK.

PEDESTRIAN SHED: WALKABLE AREAS WITHIN A HALF MILE OF THE GIVEN STRUCTURE.

PLANTER: THE ELEMENT OF THE PUBLIC FRONTAGE WHICH ACCOMMODATES STREET TREES, WHETHER CONTINUOUS OR INDIVIDUAL.

PLAZA: A CIVIC SPACE TYPE DESIGNED FOR CIVIC PURPOSES AND COMMERCIAL ACTIVITIES IN THE MORE URBAN TRANSECT ZONES, GENERALLY PAVED AND SPATIALLY DEFINED BY BUILDING FRONTAGES.

PRINCIPAL BUILDING: THE MAIN BUILDING ON A LOT, USUALLY LOCATED TOWARD THE FRONTAGE. SEE TABLE 17.

PRINCIPAL ENTRANCE: THE MAIN POINT OF ACCESS FOR PEDESTRIANS INTO A BUILDING.

PRINCIPAL FRONTAGE: ON CORNER LOTS, THE PRIVATE FRONTAGE DESIGNATED TO BEAR THE ADDRESS AND PRINCIPAL ENTRANCE TO THE BUILDING, AND THE MEASURE OF MINIMUM LOT WIDTH. PRESCRIPTIONS FOR THE PARKING LAYERS PERTAIN ONLY TO THE PRINCIPAL FRONTAGE. PRESCRIPTIONS FOR THE FIRST LAYER PERTAIN TO BOTH FRONTAGES OF A CORNER LOT. SEE FRONTAGE.
ARTICLE 7. DEFINITIONS OF TERMS


REAR ALLEY (RA): A VEHICULAR WAY LOCATED TO THE REAR OF LOTS PROVIDING ACCESS TO SERVICE AREAS, PARKING, AND OUTBUILDINGS AND CONTAINING UTILITY EASEMENTS. REAR ALLEYS MAY BE PAVED FROM BUILDING FACE TO BUILDING FACE, WITH DRAINAGE BY INVERTED CROWN AT THE CENTER OR WITH ROLL CURBS AT THE EDGES.

REAR LANE (RL): A VEHICULAR WAY LOCATED TO THE REAR OF LOTS PROVIDING ACCESS TO SERVICE AREAS, PARKING, AND OUTBUILDINGS AND CONTAINING UTILITY EASEMENTS. REAR LANES MAY BE PAVED LIGHTLY TO DRIVeway STANDARDS. THE STREETSCAPE MAY CONSIST OF GRAVEL OR LANDSCAPED EDGES, WITH NO RAISED CURB, AND MAY BE DRAINED BY PERCOLATION.

REGULATING PLAN: A ZONING MAP OR SET OF MAPS THAT SHOWS THE TRANSECT ZONES, CIVIC ZONES, SPECIAL DISTRICTS IF ANY, AND SPECIAL REQUIREMENTS IF ANY, OF AREAS SUBJECT TO, OR POTENTIALLY SUBJECT TO, REGULATION BY THE CODE.

RESIDENTIAL: CHARACTERIZING PREMISES AVAILABLE FOR LONG-TERM HUMAN DWELLING.

RESTAURANT: AN ESTABLISHMENT HAVING AS ITS PRINCIPAL USE THE PREPARATION AND RETAIL SALE OF FOOD AND BEVERAGES FOR CONSUMPTION ON OR OFF THE PREMISES. THIS TERM SHALL INCLUDE BUT NOT BE LIMITED TO AN ESTABLISHMENT KNOWN AS A CAFÉ, LUNCH COUNTER, CAFÉTERIA, FAST-FOOD RESTAURANT, EATING ESTABLISHMENT OR OTHER SIMILAR BUSINESS. THIS DEFINITION DOES NOT INCLUDE ESTABLISHMENTS THAT SELL FOOD OR BEVERAGE AS AN ACCESSORY USE OR FOR OFF PREMISES PREPARATION OR CONSUMPTION, SUCH AS A RETAIL GROCERY STORE, CONVENIENCE STORE OR DELICATESSEN. THE PRINCIPAL USE SHALL BE DETERMINED BY ASSESSING THE FOLLOWING FACTORS: GROSS FLOOR AREA OF THE BUSINESS; TOTAL GROSS FLOOR AREA ALLOCATED FOR EACH FUNCTION WITHIN THE BUSINESS; SEATING PLANS; MENUS; BUSINESS PLAN; HOURS OF OPERATION; AND ANY OTHER FACTORS RELEVANT TO THE OPERATION OF THE BUSINESS. THE PROVISIONS OF EXISTING LOCAL CODE SECTION 11-2 SHALL NOT BE APPLICABLE.

RETAIL: CHARACTERIZING PREMISES AVAILABLE FOR THE SALE OF MERCHANDISE AND FOOD SERVICE. SEE TABLE 10 AND TABLE 12.

RETAIL BUILDING: A BUILDING PRIMARILY USED FOR THE SALE OF RETAIL GOODS TO THE GENERAL PUBLIC WHICH MAY BE CONNECTED TO OTHER BUILDINGS OR RETAIL BUILDINGS. SEE SHOPPING CENTER.

RETAIL FRONTAGE: FRONTAGE DESIGNATED ON A REGULATING PLAN THAT RECOMMENDS THE PROVISION OF A SHOPFRONT, ENCOURAGING THE GROUND LEVEL TO BE AVAILABLE FOR RETAIL USE. SEE SPECIAL REQUIREMENTS.

ARTICLE 7. DEFINITIONS OF TERMS

SETBACK: THE AREA OF A LOT MEASURED FROM THE LOT LINE TO A BUILDING FACADE OR ELEVATION THAT IS MAINTAINED CLEAR OF PERMANENT STRUCTURES.

SCHOOL DORMITORY: A MULTI-FAMILY BUILDING CONTAINING ROOMS FORMING ONE OR MORE HABITABLE UNITS WHICH ARE USED OR INTENDED TO BE USED BY RESIDENTS OF ACADEMIC INSTITUTIONS FOR LIVING, SLEEPING, COOKING AND/OR EATING PURPOSES.

SHARED PARKING FACTOR: AN ACCOUNTING FOR PARKING SPACES THAT ARE AVAILABLE TO MORE THAN ONE FUNCTION. SEE TABLE 11.

SHOPFRONT: A PRIVATE FRONTAGE CONVENTIONAL FOR RETAIL USE, WITH SUBSTANTIAL GLAZING AND AN AWNING, WHEREIN THE FACADE IS ALIGNED CLOSE TO THE FRONTAGE LINE WITH THE BUILDING ENTRANCE AT SIDEWALK GRADE. SEE TABLE 7.

SHOPPING CENTER: ONE OR MORE RETAIL BUILDINGS THAT ARE PRIMAQRILY CHARACTERIZED AND ACCESSED BY LARGE PARKING LOTS ON ONE SIDE.

SHOPPING MALL: ONE OR MORE ENCLOSED RETAIL BUILDINGS THAT ARE PRIMARILY CHARACTERIZED AND ACCESSED BY LARGE PARKING LOTS ON ONE SIDE AND ARE LOCATED ON A HIGHWAY.

SIDEWALK: THE PAVED SECTION OF THE PUBLIC FRONTAGE DEDICATED EXCLUSIVELY TO PEDESTRIAN ACTIVITY.

SIGNAGE STANDARDS: THE STANDARDS REQUIRED BY THIS CODE AND SET FORTH IN SECTION 5.10.

SITE PLAN: DOCUMENTS REQUIRED BY THIS CODE TO BE SUBMITTED BY AN APPLICANT TO THE DRB OR CRC WHICH DESCRIBE THE PROPOSED DEVELOPMENT.

SPECIAL DISTRICT (SD): AN AREA THAT, BY ITS INTRINSIC FUNCTION, DISPOSITION, OR CONFIGURATION, CANNOT OR SHOULD NOT CONFORM TO ONE OR MORE OF THE TRANSSECT ZONES SPECIFIED BY THE CODE.

SPECIAL REQUIREMENTS: PROVISIONS OF THIS CODE AND THE ASSOCIATED DESIGNATIONS ON A REGULATING PLAN OR OTHER MAP FOR THOSE PROVISIONS.

SQUARE: A CIVIC SPACE TYPE DESIGNED FOR UNSTRUCTURED RECREATION AND CIVIC PURPOSES, SPATIALLY DEFINED BY BUILDING FRONTAGES AND CONSISTING OF PATHS, LAWNS AND TREES, FORMALLY DISPOSED. SEE TABLE 13.

STOOP: A PRIVATE FRONTAGE WHEREIN THE FACADE IS ALIGNED CLOSE TO THE FRONTAGE LINE WITH THE FIRST STORY ELEVATED FROM THE SIDEWALK FOR PRIVACY, WITH AN EXTERIOR STAIR AND LANDING AT THE ENTRANCE. SEE TABLE 7.

STORY: A HABITABLE LEVEL WITHIN A BUILDING, EXCLUDING AN ATTIC OR RAISED BASEMENT.

STREETSCREEN: A FREESTANDING WALL BUILT ALONG THE FRONTAGE LINE, OR coplanar with the facade. IT MAY MASK A PARKING LOT FROM THE THOROUGHFARE, PROVIDE PRIVACY TO A SIDE YARD, AND/OR STRENGTHEN THE SPATIAL DEFINITION OF THE PUBLIC REALM. (SYN: STREETWALL.)
ARTICLE 7. DEFINITIONS OF TERMS

**SUBSTANTIAL MODIFICATION:** ALTERATION TO A BUILDING THAT IS VALUED AT MORE THAN 50% OF THE REPLACEMENT COST OF THE ENTIRE BUILDING, IF NEW.

**T-ZONE:** SEE TRANSECT ZONE.

**TERMINATED VISTA:** A LOCATION AT THE AXIAL CONCLUSION OF A THOROUGHFARE. A BUILDING LOCATED AT A TERMINATED VISTA DESIGNATED ON A REGULATING PLAN IS RECOMMENDED TO BE DESIGNED IN RESPONSE TO THE AXIS.

**TRANSECT:** A CROSS-SECTION OF THE ENVIRONMENT SHOWING A RANGE OF DIFFERENT HABITATS. THE RURAL-URBAN TRANSECT OF THE HUMAN ENVIRONMENT USED IN THE FORM-BASED CODE TEMPLATE IS DIVIDED INTO SIX TRANSECT ZONES. THESE ZONES DESCRIBE THE PHYSICAL FORM AND CHARACTER OF A PLACE, ACCORDING TO THE DENSITY AND INTENSITY OF ITS LAND USE AND URBANISM.

**TRANSECT ZONE (T-ZONE):** ONE OF SEVERAL AREAS ON A ZONING MAP REGULATED BY THE CODE. TRANSECT ZONES ARE ADMINISTRATIVELY SIMILAR TO THE LAND USE ZONES IN CONVENTIONAL CODES, EXCEPT THAT IN ADDITION TO THE USUAL BUILDING USE, DENSITY, HEIGHT, AND SETBACK REQUIREMENTS, OTHER ELEMENTS OF THE INTENDED HABITAT ARE INTEGRATED, INCLUDING THOSE OF THE PRIVATE LOT AND BUILDING AND PUBLIC FRONTAGE. SEE TABLE 1.

**TREE SURVEY:** A SURVEY COMPLETED BY A REGISTERED LAND SURVEYOR OR AN ARBORIST, USUALLY AS PART OF A SITE PLAN, OF THE LOCATION, SIZE AND SPECIES OF THE EXISTING SIGNIFICANT TREES ON A SITE.

**WARRANT:** A RULING THAT WOULD PERMIT A PRACTICE THAT IS NOT CONSISTENT WITH A SPECIFIC PROVISION OF THIS CODE AND NOT ABLE TO BE RESOLVED THROUGH AN ADMINISTRATIVE ADJUSTMENT, BUT THAT IS JUSTIFIED BY ITS INTENT (SECTION 1.3). WARRANTS ARE GRANTED ADMINISTRATIVELY BY THE CRC.

**WORK-LIVE:** A MIXED USE UNIT CONSISTING OF A COMMERCIAL AND RESIDENTIAL FUNCTION. IT TYPICALLY HAS A SUBSTANTIAL COMMERCIAL COMPONENT THAT MAY ACCOMMODATE EMPLOYEES AND WALK-IN TRADE. THE UNIT IS INTENDED TO FUNCTION PREDOMINANTLY AS WORK SPACE WITH INCIDENTAL RESIDENTIAL ACCOMMODATIONS THAT MEET BASIC HABITABILITY REQUIREMENTS. SEE LIVE-WORK. (SYN: LIVE-WITH.)
EXHIBIT B -
Thoroughfare Connections

Connections
FORM-BASED CODE
Bull Street Neighborhood

GENERALIZED PLAN
Exhibit C - Special District Boundary
District Boundary
MASTER DECLARATION
OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR BULL STREET NEIGHBORHOOD
COLUMBIA, SOUTH CAROLINA
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MASTER DECLARATION
OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR BULL STREET NEIGHBORHOOD
COLUMBIA, SOUTH CAROLINA

THIS MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR BULL STREET NEIGHBORHOOD,
COLUMBIA, SOUTH CAROLINA, dated as of the ____th day of ______________, 2012 (this
“Declaration”) by the DEPARTMENT OF MENTAL HEALTH, an agency of the State of South
Carolina ("Declarant").

WITNESSETH:

WHEREAS, Declarant owns that certain real property known as the South Carolina
Department of Mental Health Bull Street Campus and defined below as Bull Street
Neighborhood; and

WHEREAS, Bull Street Neighborhood Development, LLC, a South Carolina limited
liability company (“Developer”), working with Declarant, is developing and intends to develop
the above-described property as a mixed-use development that may include residential, office,
hotel, retail, civic and other components; and

WHEREAS, Declarant wishes to enter into this Declaration to provide a general plan (i)
for the ownership, sale, use and occupancy of Bull Street Neighborhood and (ii) for the
subdivision, development and improvement of Bull Street Neighborhood in an orderly manner,
with appropriate architectural, landscaping, construction, development and maintenance controls
to maintain the value, aesthetic appearance and architectural harmony of Bull Street
Neighborhood during and after development;

NOW, THEREFORE, Declarant hereby declares that Bull Street Neighborhood is now
and shall be hereafter owned, held, developed, transferred, sold, conveyed, leased, subleased,
used, maintained, occupied, and mortgaged or otherwise encumbered subject to the protective
covenants, conditions, restrictions, and easements hereinafter set forth in this Declaration, and
every grantee of any interest in Bull Street Neighborhood, by acceptance of a deed or other
conveyance, whether or not that deed or other conveyance shall be signed by the grantee and
whether or not the grantee shall otherwise consent in writing, shall take subject to this
Declaration and shall be deemed to have assented to and agreed to its terms.
ARTICLE 1
DEFINITIONS

1.1. Certain Defined Terms. As used herein, the following terms shall have the following meanings (which shall be applicable to both the singular and plural forms of the terms defined):

1.1.1. "Aggregate Assessment Allocation" for Bull Street Neighborhood shall mean the sum of the Assessment Allocations for all Building Sites within Bull Street Neighborhood pursuant to Building Site Declarations recorded as of the date of the computation of Assessments for any given Fiscal Year.

1.1.2. "Appointing Authority" shall mean the Person that from time to time possesses the power, pursuant to Article 3 hereof, to appoint the members of the DRB.

1.1.3. "Approve," "Approved" or Approval" shall mean an express prior approval in a written statement signed by the approving Person. When Approval by Developer or the DRB is required hereunder, that Approval shall be in the sole discretion of Developer or the DRB, as the case may be, unless expressly provided otherwise in this Declaration.

1.1.4. "Assessment Allocation" shall mean the number of square feet of Gross Development Area (or portion thereof) allocated by Developer to a Building Site pursuant to the terms and provisions of a Building Site Declaration.

1.1.5. "Assessment Ratio" of a Building Site for any Fiscal Year shall mean a fraction, expressed as a percentage, the numerator of which is (x) the Assessment Allocation for that Building Site and the denominator of which is (y) the Aggregate Assessment Allocation.

1.1.6. "Assessments" shall mean the amounts payable by an Owner under this Declaration in accordance with Section 7.5 hereof.

1.1.7. "Board of Directors" or "Board" shall mean the board of directors of the Master Owners Association, which is the governing body of the Master Owners Association.

1.1.8. "Building" shall mean and include, but not be limited to, both the main portion of a structure built for permanent use and all projections or extensions thereof, including, but not limited to, garages, outside platforms and docks, carports, canopies, dumpster storage areas, pools and pool decks, and porches.

1.1.9. "Building Site" shall mean any parcel of land, including any airspace and/or subsurface rights, or any parcel consisting solely of an airspace estate, that is part of Bull Street Neighborhood and that is designated as a "Building Site" by Developer pursuant to a Building Site Declaration filed by Declarant (or by Developer if Developer then holds title to the parcel). Subject to Section 4.3 hereof, if the entirety of a Building Site should be submitted to the South Carolina Horizontal Property Act, or if any portion of a Building Site should be subdivided into lots intended for any other multi-owner regime, then the entirety of the property so submitted to the South Carolina Horizontal Property Act or so subdivided shall be deemed a single Building.
Site for purposes of this Declaration. Subject to Section 4.3 hereof, if only a portion or part of a Building Site is submitted to the South Carolina Horizontal Property Act, each of (x) that portion of the Building Site submitted to the South Carolina Horizontal Property Act and (y) the remaining portion of the Building Site not so submitted to the South Carolina Horizontal Property Act shall be deemed a separate "Building Site" for purposes of this Declaration. Subject to Section 4.3 hereof, if a Building Site is split, divided or subdivided with the written Approval of Developer, the resulting portions shall be deemed separate "Building Sites" for purposes of this Declaration if and to the extent Developer so provides in its written Approval.

1.1.10. "Building Site Declaration(s)" shall mean and include each and all of those certain Building Site Covenants, Conditions, and Restrictions for Bull Street Neighborhood that shall be Approved by Developer and executed and recorded by Declarant (or by Developer if Developer then holds title to the Building Site) at the time of conveyance of a Building Site, and that shall govern and control the use, operation, and development of each Building Site, to the extent the same are in full force and effect. At the option of Developer and Declarant, they may elect to separate the function of the Building Site Declaration into two or more parts and recorded documents: one that would apply to a particular area or neighborhood or to a particular category of use (e.g., residential) within Bull Street Neighborhood, and the other that would apply to the individual Building Site.

1.1.11. “Bull Street Code” shall mean the PUD zoning code for Bull Street Neighborhood approved by the City of Columbia upon application of the Developer.

1.1.12. “Bull Street Neighborhood” shall mean all that real property described on Exhibit A attached hereto and by this reference made a part hereof and any real property subsequently made subject to this Declaration pursuant to Article 8.

1.1.13. "Business Day" shall mean any day, excluding Saturdays and Sundays, on which CertusBank or its successor is open for business.

1.1.14. "Commercial Lot" shall mean any Building Site that is designated by Developer as a Commercial Lot pursuant to the terms and provisions of a Building Site Declaration, including but not limited to those Building Sites that shall be predominately utilized for, and upon which the Bull Street Code permits the development and operation of office, retail, entertainment, hotel, general commercial, and all other types of non-residential uses, including Commercial Units if permitted under the Building Site Declaration.

1.1.15. "Commercial Unit" shall mean any individual commercial condominium unit or other commercial structure located on a Commercial Lot at Bull Street Neighborhood that is devoted primarily to office, retail, entertainment, general commercial, or other type of non-residential use and that may be owned individually by a Person other than the Owner of the Commercial Lot. Separately owned Commercial Units may only be created if specifically allowed in the Building Site Declaration for the Commercial Lot.

1.1.16. "Common Areas" shall mean and include, (i) any parcels of land that are a part of Bull Street Neighborhood and that are designated by Developer or Declarant, or a
designee or agent of Developer or Declarant, as "Common Areas" on any recorded plat of Bull Street Neighborhood or that are the subject of any deed or other conveyance to the Master Owners Association, a Governmental Authority, or a utility provider by Developer or Declarant, or a designee or agent of Developer or Declarant, including, but not limited to, road rights-of-way, utility or drainage easement areas, project entrances, and Civic Space for the benefit of Bull Street Neighborhood, (ii) any and all easements, rights and other interests for the common use and enjoyment of the Owners and Occupants of Bull Street Neighborhood, and (iii) any other property or areas intended to be devoted to the common use and enjoyment of the Owners and Occupants of Bull Street Neighborhood (regardless of the location within Bull Street Neighborhood of the property or areas). Title to the "Common Areas" may be vested in a Governmental Authority, a utility provider, Declarant, Developer, a designee of Developer, an Owner or Occupant, or the Master Owners Association. Developer or Declarant shall have the right to reserve easements for any purpose and for its benefit over, through, to, and in portions of said "Common Areas" at the time of its conveyance of the same to the applicable entity. Developer and/or the Master Owners Association shall have the right, power, and authority to dedicate or convey, for consideration or not, any Common Areas and/or Common Facilities to a Governmental Authority or non-profit organization. Areas or interests that may be designated as common areas with respect to an individual Building Site shall not be considered Common Areas for purposes of this Declaration unless they are clearly designated as being for the benefit of Bull Street Neighborhood as a whole and are accepted or Approved as such by Developer or the Master Owners Association.

1.1.17. "Common Expenses" shall mean and include all of those expenses and costs associated with and related to the operation, maintenance, management, repair and/or replacement of the Common Areas and the Common Facilities for which Owners must pay Assessments in accordance with Section 7.5 hereof.

1.1.18. "Common Facilities" shall mean and include any and all Buildings and other Improvements located on or in Common Areas.

1.1.19. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers - U.S. City Average for All Items - (1982-1984=100) of the Bureau of Labor Statistics of the United States Department of Labor. If the Consumer Price Index published by the Department of Labor, Bureau of Labor Statistics is changed so that it affects the calculations achieved hereunder, the Consumer Price Index shall be converted in accordance with a conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised during the term hereof, such other government index or computation as replaces it shall be used in order to obtain substantially the same result as would have been obtained if the Consumer Price Index had not be discontinued or revised. If the Consumer Price Index is discontinued and no government index or computation replaces it, the Board of Directors shall in good faith establish a suitable substitute.

1.1.20. "Declarant" shall mean the Department of Mental Health, an agency of the State of South Carolina. Declarant has contracted with Developer to develop the Bull Street Neighborhood, and Declarant grants Developer complete and exclusive authority to exercise all
of the rights and authority reserved herein to either Developer or Declarant. Upon conveyance by Declarant of any property within Bull Street Neighborhood, either to Developer or directly to a third party, all rights of Declarant hereunder with respect to that property shall automatically be assigned and transferred to Developer, without further action or conveyance being required. Upon conveyance by Declarant of all its interests in the real property constituting Bull Street Neighborhood, either to Developer or directly to third parties, all rights of Declarant hereunder shall automatically be assigned and transferred to Developer, without further action or conveyance being required.

1.1.21. "Declaration" shall mean this Master Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Bull Street Neighborhood, including the exhibits attached hereto, as amended and in effect from time to time.

1.1.22. "Developer" shall mean Bull Street Neighborhood Development, LLC., a South Carolina limited liability company, and any other Person or Persons (the "Successor Developer") that succeed to the rights, duties, and obligations of Developer hereunder pursuant to a written document or instrument executed by an authorized representative of Developer and an authorized representative of Successor Developer that is filed in the Office of the Register of Deeds for Richland County, South Carolina and that sets forth and outlines the assignment by Developer of its rights and duties hereunder as "Developer" to the Successor Developer and the assumption by Successor Developer of the obligations of "Developer" hereunder. The term “Developer” as used in this Declaration shall be construed in all cases to include any Successor Developer.

1.1.23. "Distribution Share" for a Building Site shall mean, for any Fiscal Year, a fraction, expressed as a percentage, the numerator of which is (x) the Assessment Allocation for that Building Site and the denominator of which is (y) the Maximum Total Assessment Allocation.

1.1.24. "DRB" shall mean the Development Review Board for Bull Street Neighborhood created and established pursuant to Article 3 hereof.

1.1.25. "Fiscal Year" shall mean the fiscal year of the Master Owners Association which, unless and until otherwise approved by the Board of Directors, shall be the calendar year.

1.1.26. "Foreclosure" shall mean, without limitation (i) the judicial foreclosure of a Mortgage; (ii) the exercise of a power of sale contained in any Mortgage; (iii) conveyance of the property encumbered by a Mortgage in lieu of foreclosure thereof; or (iv) any action commenced or taken by a lessor to regain possession or control of property leased to a lessee in a transaction commonly known as a "sale/leaseback."

1.1.27. "Governmental Authority" shall mean the United States of America, the State of South Carolina, Richland County, the City of Columbia, South Carolina, and any agency, authority, court, department, commission, board, bureau or instrumentality of any of them.
1.1.28. "Gross Development Area" shall mean the maximum number of square feet of enclosed floor area intended for the exclusive use by the Owner or Occupant thereof and its customers, whether or not actually developed, leased or occupied, that is permitted by Developer pursuant to the terms of a Building Site Declaration (or otherwise Approved by Developer) to be developed on a Building Site. Unless included by a Building Site Declaration, Gross Development Area shall not include: (i) outside selling areas that are not heated or air conditioned; (ii) loading docks and truck ramps; (iii) upper levels of multi-deck storage areas located on any single floor; (iv) rooftop mechanical structures; (v) penthouses used for mechanical purposes; and (vi) any other areas excluded under the applicable Building Site Declarations. If not otherwise specified in a Building Site Declaration, Gross Development Area shall be measured from the exterior face of the exterior walls.

1.1.29. "Improvement" or “Improvements” shall mean and include every structure and all appurtenances thereto of every kind and type and any other man-made or man-caused physical change upon, over, across, above or under Bull Street Neighborhood or part thereof. "Improvements" shall include, but not be limited to, the following facilities and activities, whether of a permanent or temporary nature: any and all Buildings, out buildings, streets, roads, access roads, driveways, sidewalks, walkways, pedestrian malls, bike paths, ways or trails, running or jogging paths, traffic control devices and signs, parking lots and other parking areas, loading areas, signs, canopies, awnings, trellises, fences, lawns, landscaping (including, without limitation, landscaping of balconies, plazas and other portions of Buildings), plazas, patios, recreational facilities such as tennis courts and swimming pools, shelters, security and safety devices, bridges, construction trailers and other temporary construction outbuildings, screening walls, retaining walls, stairs, decks, benches and other exterior furniture, hedges, windbreaks, plantings, planted trees and shrubs, poles, exterior air conditioning, heating or air-handling equipment, water softener fixtures or equipment, aerials, antennas, lighting fixtures, drainage structures, communications equipment, including, without limitation, microwave dishes and relay equipment coaxial and fiber optic cables, satellite transmitting and/or receiving ground stations, poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities, and the color, texture, or material or other change to any Improvement.

1.1.30. "Maintenance and Operational Activity" shall mean any activity or function that takes place on an ongoing basis or intermittently for the purpose of maintaining or operating any Improvement subsequent to the time when the construction or installation of that Improvement has been completed or substantially completed, or for the purpose of enabling or facilitating any Project Use to take place. A Project Use is not a Maintenance and Operational Activity.

1.1.31. "Master Owners Association" shall mean Bull Street Neighborhood Master Owners Association, Inc., a South Carolina nonprofit corporation organized by Developer pursuant to Article 7 hereof, and its successors and assigns, if any.

1.1.32. "Maximum Total Assessment Allocation" for Bull Street Neighborhood shall mean the sum of the Assessment Allocations as of the date of the computation of Assessments for any given Fiscal Year for all Building Sites.
1.1.33. "Mortgage" shall mean a mortgage or other similar security instrument now or hereafter duly recorded in the Office of the Register of Deeds for Richland County, South Carolina, conveying a lien upon or security title to Bull Street Neighborhood, any part thereof or any interest or estate therein, or any Improvements thereon, or any lease of Bull Street Neighborhood, any part thereof, any interest or estate therein, or any Improvements thereon, in a transaction commonly known as a "sale/leaseback."

1.1.34. "Mortgagee" shall mean the holder of a Mortgage.

1.1.35. "Mortgagor" shall mean the grantor of a Mortgage.

1.1.36. "Occupant" shall mean (i) any Person leasing, possessing or using any of the real property subject to this Declaration; (ii) any Person owning a Residential Unit; or (iii) any Person owning a Commercial Unit.

1.1.37. "Owner" shall mean any Person or Persons, including, without limitation, Declarant or Developer, who own or hold an aggregate fee simple interest in an entire Building Site, as shown by and in the records of the Office of the Register of Deeds for Richland County, South Carolina, subject to the following special rules:

1.1.37.1. Any Person having an interest in a Building Site solely as security under a Mortgage shall not be deemed an Owner, unless that Person shall have excluded the Mortgagor from possession thereof by appropriate legal proceedings following a default under the Mortgage or has acquired fee simple title to the property by Foreclosure;

1.1.37.2. Individual tenants or lessees of any portion of a Building Site shall not be deemed an Owner thereof, unless otherwise agreed by the fee simple or remainder title holder thereof and Approved in writing by the Master Owners Association;

1.1.37.3. Any Person holding or owning any easements, rights-of-way or licenses that pertain to or affect a Building Site shall not be deemed an Owner solely by reason thereof;

1.1.37.4. With respect to (i) a Building Site developed as a condominium under the South Carolina Horizontal Property Act or other controlling authority, or (ii) a Building Site that is not a condominium but is developed with multiple owners of individual Residential Units or Commercial Units, the condominium association of those Persons owning the Residential Units and/or Commercial Units that are a part of the condominium, or the community association of those Persons owning the Residential Units or Commercial Units that are not a part of a condominium, shall be deemed the Owner of the Building Site for purposes of this Declaration, including without limitation membership in the Master Owners Association and the obligation to pay Assessments in accordance with this Declaration; and
1.1.37.5. Except as otherwise provided in the preceding subsection 4 of this definition, in the event an Owner of any Building Site consists of more than one Person, those Persons shall, within thirty (30) days after the date of their acquisition of any Building Site, execute and deliver to the Master Owners Association a written instrument, including a power of attorney appointing and authorizing one Person as their agent to receive all notices and demands to be given pursuant to this Declaration, to cast all votes, and to take any and all actions required or permitted to be taken by them under this Declaration. The owning Persons may change their designated agent by written notice to the Master Owners Association, but the change shall be effective only after actual receipt of notice by the Master Owners Association.

1.1.38. "Person" shall mean any corporation, limited liability company, partnership, co-tenancy, joint venture, individual, business trust, real estate investment trust, trust, banking association, federal or state savings and loan institution, or any other legal entity, whether or not a party hereto.

1.1.39. "Prime Rate" shall mean the interest rate announced, from time to time, by CertusBank at its principal office in Greenville, SC, or by its corporate successor, as its prime rate (which rate is only a benchmark, is purely discretionary, and is not necessarily the best or lowest rate charged borrowing customers of CertusBank). In the event CertusBank discontinues the practice of announcing such a rate, the term Prime Rate shall mean the highest rate charged by CertusBank on short term, unsecured loans to its most creditworthy large corporate borrowers for commercial loans of short-term maturities.

1.1.40. "Project" shall mean Bull Street Neighborhood, as defined above.

1.1.41. "Project Interest" shall mean a continued role of Developer in Bull Street Neighborhood. A Project Interest may be a management, supervisory or oversight role as well as a direct or indirect ownership or economic interest. A Project Interest shall conclusively be deemed to exist until a written document or instrument executed by an authorized representative of Developer is filed in the Office of the Register of Deeds for Richland County, South Carolina, referring to this Declaration and specifically canceling the Project Interest.

1.1.42. "Project Use" shall mean the intended functions of, or activities that take place on a temporary or ongoing basis on, in or with respect to any parcel or element of real property that is part of Bull Street Neighborhood, all of which shall be established, approved, governed, and controlled by Developer pursuant to the terms and provisions of each of the Building Site Declarations.

1.1.43. “Proposed Plans” shall have the meaning ascribed to that term in Section 4.2 of this Declaration.

1.1.44. “Proposed Work” shall have the meaning ascribed to that term in Section 4.2 of this Declaration.
1.1.45. "Requirement of a Governmental Authority" shall mean and include any law, ordinance, order, requirement, rule, writ or regulation of a Governmental Authority, including, without limitation, the Bull Street Code.

1.1.46. "Residential Lot" shall mean any Building Site that is designated by Developer as a Residential Lot pursuant to the terms and provisions of a Building Site Declaration and upon which the Bull Street Code permits the development, construction, operation, sale, and/or leasing of Residential Units and/or apartments.

1.1.47. "Residential Unit" shall mean any individual residential condominium unit, townhouse, house, or other similar structure located on a Residential Lot at Bull Street Neighborhood that may be owned individually by a Person other than the Owner of the Residential Lot. Separately owned Residential Units may only be created if specifically allowed in the Building Site Declaration for the Residential Lot.

1.1.48. "Retail Uses" means any establishment wherein the primary occupation is the sale of merchandise in small quantities, in broken lots or parcels, not in bulk, for use or consumption immediately. This term shall also include photographic and portrait studios, health clubs, salons, and eating establishments.

1.1.49. "South Carolina Horizontal Property Act" shall mean S.C. Code Ann. § 27-31-10, et seq., as the same may be amended from time to time.

1.2. Other Terms. All capitalized terms used in this Declaration that are not defined in this Article I shall have the meanings set forth elsewhere in this Declaration.

ARTICLE 2
PURPOSE OF THIS DECLARATION

2.1. Purpose. The purpose of this Declaration, in conjunction and harmony with each of the Building Site Declarations, is to ensure the proper use and appropriate development, improvement, and management of all real property that comprises and constitutes Bull Street Neighborhood so as to provide a harmonious development that will promote the general welfare of the Owners and Occupants thereof and will protect the present and future value of Bull Street Neighborhood and all parts thereof; to ensure the orderly and attractive development and use of Bull Street Neighborhood; to prevent the erection in Bull Street Neighborhood of any Improvements built of improper or unsuitable design and/or materials; to prevent any haphazard and inharmonious improvement of Building Sites; to protect Owners against improper use of surrounding Building Sites that will depreciate the value of their Building Sites; to encourage the erection of attractive Improvements; to provide for the orderly and effective maintenance and operation of Bull Street Neighborhood; to provide for the construction, installation, and maintenance of Common Facilities; and to preserve the architectural integrity, aesthetic appearance, and economic value of Bull Street Neighborhood and the Improvements constructed thereon from time to time.
2.2. **Run With the Land.** This Declaration and all of the provisions hereof are and shall be real covenants running with the land within Bull Street Neighborhood and shall burden and bind Bull Street Neighborhood for the duration hereof. To that end, this Declaration shall be deemed incorporated into all deeds and conveyances hereinafter made by Declarant, Developer and/or any Owner or Occupant. Every Person, including a Mortgagee, acquiring or holding any interest or estate in any portion of Bull Street Neighborhood shall take or hold that interest or estate, or the security interest with respect thereto, with notice of the terms and provisions of this Declaration, and in accepting an interest or estate in, or a security interest with respect to, any portion of Bull Street Neighborhood, that Person shall be deemed to have consented to this Declaration and all of the terms, provisions, and conditions hereof.

**ARTICLE 3**

**THE DRB**

3.1. **Creation.** There is hereby established the Development Review Board (the "DRB") for Bull Street Neighborhood. The number of members comprising the DRB at any given time shall be determined from time to time by the Appointing Authority, in its sole and absolute discretion. At least one member of the DRB must be a representative of Developer except as otherwise provided in this Article.

3.2. **Purpose.** The DRB is formed and established to provide an effective means of ensuring that all Buildings (new and existing historic) and other Improvements developed, constructed, installed, rebuilt, altered and renovated within Bull Street Neighborhood shall be aesthetically consistent and in harmony with a first-class mixed-use development, via the orderly and systematic review and approval processes outlined in Article 5 hereof.

3.3. **Appointment of Members.**

3.3.1. All members of the DRB shall be appointed by the Appointing Authority and need not be Owners, Occupants, or members of the Master Owners Association.

3.3.2. As long as Developer holds a Project Interest in Bull Street Neighborhood, Developer shall be the Appointing Authority and shall appoint all members of the DRB and shall have the right to remove any and all members from the DRB prior to the expiration of their respective terms, with or without cause. Developer may, from time to time, assign in writing, for a definite or indefinite period of time, this right of appointment and removal of one or more of said members to the Master Owners Association. When such an assignment occurs, for the specified period of time and with respect to the appointment or removal of that member or members only, the assignee of the right shall be the Appointing Authority.

3.3.3. At all times one member of the DRB shall be a member of the American Institute of Architects.

3.3.4. When Developer no longer holds a Project Interest in Bull Street Neighborhood, the Master Owners Association shall be the Appointing Authority, and the Master Owners Association shall appoint all members of the DRB and shall have the right to
remove, prior to the expiration of their respective terms, any and all members from the DRB, at
any time and from time to time for any reason, with or without cause.

3.4. Term of Members. Each member of the DRB shall hold office for one (1) two-year
term. However, the Appointing Authority may remove any members of the DRB prior to the
expiration of their respective terms, at any time and from time to time for any reason, with or
without cause, and, in that event, shall appoint a replacement or replacements for the member or
members so removed. If any member of the DRB shall resign from the DRB prior to the
expiration of his or her term, that member shall be replaced in conformance with Section 3.3
hereof. Notwithstanding the foregoing, however, to the extent any member of the DRB is not
replaced as provided for in Section 3.3 hereof at the expiration of his or her term, that member
shall be deemed to have been reappointed or reselected, as the case may be, to serve an
additional two-year term on the DRB.

3.5. Chairman of the DRB. The Appointing Authority shall designate one of the members
of the DRB to be Chairman of the DRB. The Person appointed Chairman shall serve in that
capacity from the date of his or her appointment until such time as he or she has resigned as
Chairman, has been removed, his or her term on the DRB has expired, or a successor has been
appointed as provided herein, whichever occurs sooner. As of January 31 of each calendar year,
the Appointing Authority shall determine whether to reappoint as Chairman the Person then
serving in that capacity or to appoint someone else to that position and shall take action
accordingly. The Appointing Authority may remove a Person as Chairman of the DRB at any
time and from time to time, with or without cause and, in that event, shall appoint a replacement
Chairman. The Appointing Authority also may appoint any member of the DRB as Acting
Chairman to perform the duties of the Chairman in the absence of the Chairman.

3.6. DRB Staff.

3.6.1. The Appointing Authority may also appoint, employ or engage staff and
consultants to the DRB, including, without limitation, architects, planners, engineers, attorneys,
accountants and other Persons whose knowledge, expertise or skills will assist the DRB in
carrying out its functions. Any costs and expenses incurred pursuant to this Section shall be
Common Expenses of the Association and shall be recovered through Assessments as provided
for in Article 7 hereof. Nothing shall prevent the DRB from employing its members as
consultants so long as the DRB makes an affirmative determination that the employment will not
compromise the mission or intent of this Declaration and the DRB.

3.6.2. These staff members and consultants may be authorized by the DRB to
attend its meetings and to participate in all discussions that take place at the meetings, to advise
the DRB in their respective areas of expertise, and to perform any and all other tasks requested
by the DRB to assist the DRB in carrying out its functions.

3.7. Change in Developer. If, at any time, Developer assigns its rights as the "Developer"
as permitted under this Declaration, the power of appointment of the members of the DRB, the
staff thereof and the consultants thereto automatically shall pass to the Successor Developer.
3.8. Voting. The affirmative vote or written consent of a majority of the members of the DRB shall constitute the decision of the DRB on any matter before the DRB. Voting need not occur at a meeting of the DRB but may take place through polling of members in writing or over the telephone or by any other means of communication.

3.9. Duties and Authority of the DRB.

3.9.1. The DRB shall have the duties and authority expressly conferred upon it pursuant to this Declaration, together with any duties and authority set forth in any of the Building Site Declarations that are delegated and/or assigned to the DRB by Developer.

3.9.2. All actions of the DRB shall be in accordance with or consistent with the purpose and intent of this Declaration, including any specific criteria set forth in or promulgated pursuant hereto, and the Bull Street Code.

3.10. Bylaws; Meetings. The DRB may (but shall not be obligated to) adopt bylaws governing the time, place and manner in which the business of the DRB will be conducted. In order to be placed on the agenda of any meeting of the DRB, any matter shall have been submitted to the Chairman of the DRB, or his or her designee, no less than seven (7) Business Days prior to the scheduled meeting date at which action thereon is requested, unless that time period is waived by the Chairman of the DRB in his or her sole discretion.

3.11. Subcommittees. The DRB may (but shall not be obligated to) designate from among its members an executive subcommittee and one or more other subcommittees. Each subcommittee shall have the authority set forth in the resolution or other action establishing said subcommittee.

3.12. No Disqualification of Members. No member (including the Chairman and any member of the DRB and no staff member) or consultant employed by the DRB shall be disqualified from taking part in any DRB action or discussion on account of that Person's having a financial interest in the matter under consideration.

3.13. Limitation on Liability. Declarant, Developer, any manager, member, director, officer, agent, or employee thereof, the DRB, any member thereof, any staff member thereof, any consultant thereto, the Appointing Authority, or any manager, member, director, officer, agent or employee thereof, shall not be liable to any Owner or Occupant or to any other Person for any loss, damage or injury, or claim thereof arising out of or in any way connected with the performance or nonperformance of the DRB's or the Appointing Authority's duties under this Article unless due to the willful misconduct, gross negligence or bad faith of the party in question. The Master Owners Association shall indemnify, protect, defend, and hold harmless Declarant, Developer, the manager, members, directors, officers, agents, or employees thereof, the DRB, the members of the DRB, any staff member thereof, any consultant thereto, the Appointing Authority, or any manager, member, director, officer, agent, or employee thereof, from and against all claims, expenses, liabilities, losses, damages, and costs, including reasonable attorneys' fees, actually incurred in connection with, arising from, due to, or as a result of the performance or non-performance of the DRB's or the Appointing Authority's duties.
under this Article unless due to the willful misconduct, gross negligence or bad faith of the party seeking indemnification.

ARTICLE 4
CONTROL AND LAND-USE

4.1. Restrictions. To further the purpose of this Declaration as set forth in Article 2 hereof, Bull Street Neighborhood shall be subject to the restrictions outlined in this Article.

4.2. Buildings.

4.2.1. No Building shall be constructed on any parcel of land that is part of Bull Street Neighborhood unless that parcel constitutes a Building Site Approved by Developer pursuant to the terms and provisions of a Building Site Declaration.

4.2.2. Prior to an Owner commencing, or permitting to be commenced, any work on the construction or alteration or removal of any Buildings or other Improvements on its Building Site (the "Proposed Work"), (i) all requirements of the applicable Building Site Declaration must be satisfied, and (ii) the plans and specifications for the Proposed Work (the "Proposed Plans") must be Approved by the DRB in accordance with the terms, provisions, and procedures set forth in Article 5 of this Declaration.

4.2.3. Notwithstanding the preceding subsection, alterations or remodeling that (i) take place completely within a Building; (ii) do not change the Project Use; (iii) do not change the exterior appearance of the Building or alter the structural integrity of the Building; (iv) are not visible from the outside of the Building; and (v) do not create a demand for extraordinary services or utilities may be undertaken without the Approval of the DRB, unless specifically prohibited by said Building Site Declaration.

4.3. No Subdivision. Unless otherwise provided for in the applicable Building Site Declaration, no Building Site shall be split, divided or subdivided, nor shall the size, dimensions or boundaries of any Building Site be otherwise changed or altered, without the prior written Approval of Developer.

4.4. Use Restrictions.

4.4.1. Developer shall have the sole and exclusive right and authority to designate in the applicable Building Site Declaration the Project Use for any Building Site. No Project Use shall be engaged in and no change shall be made in any Project Use designated and Approved by Developer in the applicable Building Site Declaration unless and until all plans for the Project Use or change in Project Use shall have been Approved by Developer pursuant to the terms and provisions of the applicable Building Site Declaration.

4.4.2. Each Building Site shall be used only for the Project Use designated and Approved by Developer in and pursuant to the terms and provisions of the Building Site Declaration applicable to that Building Site.
4.4.3. No portion of Bull Street Neighborhood shall be used for any of the purposes listed and outlined below:

(a) Swap shop, pawn shop, "second hand store," "surplus store" or stores selling primarily merchandise that is used or damaged; provided that sales of refurbished or high quality merchandise may be permitted if Approved by Developer;

(b) Massage Parlor;

(c) Adult Bookstore;

(d) Facility for the sale of paraphernalia for use with illicit drugs;

(e) Any use that emits a noxious odor, noise or sound that can be heard or smelled outside of any Building; provided, however, this provision shall not prohibit an outdoor paging system, nor shall it prohibit the reasonable emanation of cooking odors from any restaurant so long as the restaurant complies with all requirements of Developer and the Master Owners Association and all applicable Requirements of a Governmental Authority for venting odors to permissible areas;

(f) Fire sale or bankruptcy sale (unless pursuant to a court order);

(g) Dry cleaning or laundry plants (except for an establishment that only receives and dispenses items for laundering and/or dry cleaning, with the processing of those items being done elsewhere);

(h) Tattoo parlor; or

(i) Any uses prohibited by the City of Columbia in the Development Agreement for Bull Street Neighborhood

4.5. Temporary Structures. No temporary Buildings or other temporary Improvements, other than temporary construction, sales, or leasing trailers or offices, shall be permitted on any Building Site unless otherwise Approved by Developer.


4.6.1. Each Owner shall be responsible for keeping, or for causing to be kept, its Building Site (whether or not improved), Buildings, and other Improvements in a safe, clean, neat, and orderly condition and shall prevent rubbish from accumulating on its Building Site and shall prevent any rubbish on its Building Site from being blown or carried by the wind or otherwise transported onto the surrounding Common Areas, public areas, or other Building Sites. Landscaping of a Building Site shall be maintained in a neat and orderly manner. Each Owner shall keep, or cause to be kept, its Building Site and all Improvements in good working order and repair, including, but not limited to, painting and repairing Improvements, replacing worn or
faded awnings or other external features, washing buildings and windows, care and refreshment of any flowers or planter boxes, prohibiting for sale signs or any other signs or displays on or in the windows of Residential Units or apartments, prohibiting clothing or towels or other items from being hung on balconies or porches, and other appropriate external care of all landscaping and Improvements. The Owner shall make, or shall cause to be made, diligent efforts to prevent and promptly correct any unclean or unsightly conditions or Improvements on its Building Site.

4.6.2. During any periods of construction or demolition of any Improvements on a Building Site, the Owner of the Building Site shall comply with any standards or guidelines promulgated by Developer pursuant to the terms and provisions of the applicable Building Site Declaration for construction site practices and maintenance and with any standards or guidelines promulgated by the DRB pursuant to this Declaration for construction site practices and maintenance. Furthermore, if in the course of any construction or demolition activity, including but not limited to activity to establish a utility hook-up to a Building Site, any existing utility lines, streets, curbs or other Improvements are damaged in any way, the Owner or Occupant conducting the construction or demolition shall restore or repair the lines, streets, curbs or other Improvements to a condition at least as good as existed prior to the damage and shall pay any cost or expenses, including attorneys fees, incurred by any other Person arising from or as a result of such damage; and any repairs necessitated by the damage shall be completed within ten (10) Business Days.

4.6.3. The DRB and/or Developer may determine that a Maintenance and Operational Activity either causes or results in a violation of or is inconsistent with the purpose and intent of this Declaration and require the Person or Persons engaging in or permitting that activity to cease or to correct the Maintenance and Operational Activity in question.

4.6.4. All obligations of this Section shall be carried out in a manner at least consistent with the levels and standards of quality existing at comparable first class facilities located within the Columbia, South Carolina, area.

4.7. Compliance with Zoning. Without the Approval of Developer or unless otherwise permitted pursuant to the applicable Building Site Declaration, no Owner or Occupant shall file with any Governmental Authority having jurisdiction over Bull Street Neighborhood or any part thereof any application or petition for zoning, rezoning, special use permit, or zoning variance, any subdivision plan, plat or application, any request for annexation, or any similar filing affecting the use of any portion of Bull Street Neighborhood. The Owners and Occupants of Bull Street Neighborhood shall develop and use their respective Building Sites in accordance with the Bull Street Code, other zoning requirements, and all other requirements of this Declaration, to the extent they are applicable,.

4.8. Hazardous Materials. Each Owner and Occupant shall, at all times, comply with the following:

4.8.1. Each Owner and Occupant agrees that it shall not bring onto and/or into Bull Street Neighborhood any Hazardous Materials, except to the extent the same are of a type and are held only in a quantity normally used in connection with the construction, occupancy,
and/or operation of buildings and other improvements that are comparable to those Buildings and other Improvements located within the applicable Building Site and that are in compliance with applicable Hazardous Materials Laws. As used herein, "Hazardous Materials" shall mean any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or waste, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" (collectively, the "Hazardous Materials") under the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), the Safe Drinking Water Act (42 U.S.C. §3000f, et seq.), the Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Clean Air Act (42 U.S.C. § 7401, et. seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.), and other applicable local, state and federal laws, ordinances, or regulations currently in force or enacted in the future (collectively, the "Hazardous Materials Laws"). Under no circumstances may any Owner or Occupant locate, place and/or store (or cause to be located, placed, and/or stored) an underground storage tank ("UST") in, on, and/or under its Building Site or any other area of Bull Street Neighborhood without the express Approval of the DRB, which may impose such requirements and conditions as it deems appropriate. To the extent these laws change to become more restrictive, the new requirements will apply.

4.8.2. Each Owner and Occupant shall, to the extent the same are applicable to its Building Site and at its own expense, procure, maintain in effect and comply with all conditions of all permits, licenses, and other governmental and regulatory approvals required for each Owner's and Occupant's use of its Building Site and the Improvements located thereon, including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer and storm drainage facilities serving its Building Site.

4.9. Conduct. No noxious or offensive activities shall be carried out upon or within any Building Site, nor shall anything be done or placed on any Building Site, that is or may become a nuisance, or that causes disturbance or annoyance or interferes with the enjoyment of Occupants of other Building Sites or of the general public outside the Building Sites. No activity shall be conducted upon any Building Site that is or might be unsafe or hazardous to any Person or property. No sound shall be emitted from any Building Site that is unreasonably loud or annoying. No odor shall be emitted from any Building Site that is noxious or offensive to others. No light shall be emitted from any Building Site that is unreasonably bright or causes unreasonable glare. Pets kept in Residential Units or apartments must comply with these limitations. Additionally, the owner of any pet shall be responsible for promptly removing and disposing of any feces left by the animal on any Common Area or public property and for complying with all applicable City ordinances regarding pets and animals. The Master Owners Association may establish other rules regarding pets as set forth in the Rules and Regulations subsection below. The Master Owners Association shall make the determination of whether an activity or conduct violates this provision, and its determination shall be final.

4.10. Association Rules and Regulations. In addition to the requirements of this Article and other provisions of this Declaration, the Master Owners Association may from time to time adopt such rules and regulations governing the conduct of Persons and the maintenance, operation and use of Building Sites and the Common Area as it may deem necessary or
appropriate in order to assure the peaceful and orderly use and enjoyment of Bull Street Neighborhood and the enhancement of the appearance and reputation of Bull Street Neighborhood, all as more specifically provided in Section 7.9.

4.11. Remedies. Without limiting any other available remedies, the provisions of Article 13, including without limitation Section 13.6, shall apply if an Owner or Occupant fails to comply with the requirements of this Article. Specifically, if any Occupant by its conduct or its failure to comply with this Article causes additional expense to Developer or the Master Owners Association, including expenses otherwise coming within Common Expenses, the expense may be charged against the responsible Occupant and not as a Common Expense; and the expense may be collected by any remedy provided for collecting Assessments or other sums under this Declaration or the applicable Building Site Declaration. By way of example only, if the patrons or customers of a restaurant or other retail establishment cause litter within Bull Street Neighborhood or adjoining public areas, the additional cost of collecting that litter may be charged against the restaurant or retail establishment.

4.12. Community Associations. Subject to Section 4.3 hereof, if all or any portion of a Building Site (i) is to be developed as a condominium under the South Carolina Horizontal Property Act or other controlling authority, or (ii) is to be developed with multiple owners of individual Residential Units or Commercial Units, then the Owner of the Building Site shall first establish and create, in accordance with applicable South Carolina law, a condominium association of those Persons who will own the Residential Units or Commercial Units that are a part of the condominium, or a community owners association of those Persons who will own the Residential Units or Commercial Units that are not part of a condominium, and in either case, the association shall be deemed the Owner of the Building Site for purposes of this Declaration, including, without limitation, the obligation to pay Assessments in accordance with this Declaration and membership in the Master Owners Association.

4.13. Establishment of Additional Covenants. Developer shall have the right and power at any time to create, declare and establish additional protective or restrictive covenants, conditions, and easements ("Additional Covenants") if Developer, in its sole discretion, determines it to be advisable. Developer shall establish the Additional Covenants by recording appropriate documents in the Office of the Register of Deeds for Richland County, South Carolina. Notwithstanding the foregoing, however, no Additional Covenants shall be created, declared, and/or established if they would have the effect of (i) materially and adversely affecting the value and marketability of any Building Site; (ii) materially and adversely affecting the means of ingress and egress to and from any Building Site; (iii) materially increasing the costs associated with the construction and development of the Improvements on any Building Site, which construction and development have been previously Approved by Developer pursuant to the terms and provisions of the applicable Building Site Declaration; (iv) materially altering or changing the design and/or layout plans for the Improvements proposed to be constructed and developed on any Building Site as those plans have been previously Approved by Developer pursuant to the terms and provisions of the applicable Building Site Declaration; or (v) materially and adversely delaying the ability of an Owner to develop its Building Site in accordance with plans that have been previously Approved by Developer pursuant to the terms and provisions of the applicable Building Site Declarations.
ARTICLE 5
APPROVAL OF PLANS

5.1. Jurisdiction.

5.1.1. Each Owner, by accepting a deed or other instrument of conveyance of a portion of Bull Street Neighborhood, acknowledges that as the developer of Bull Street Neighborhood, Developer has a substantial interest in ensuring that the Buildings and other Improvements within Bull Street Neighborhood enhance Developer's reputation as a community developer and do not impair Developer's ability to market, sell, and/or lease any portions of Bull Street Neighborhood. Therefore, each Owner agrees that it shall not initiate, or permit to be initiated, any Proposed Work unless and until all requirements of the applicable Building Site Declaration have been satisfied and Owner has received the approval of the DRB according to the terms herein. In establishing and enforcing requirements under the Building Site Declarations, Developer shall be acting in its own interest and shall have no duty to any other Person. The rights reserved to Developer under the various Building Site Declarations are or will be exercised as independent rights of Developer and not as an agent or instrumentality of the DRB or the Master Owners Association.

5.1.2. The DRB shall have all of the Approval rights conferred to it under this Declaration and any additional rights under the Building Site Declarations delegated and/or assigned to it by Developer, if any, from time to time.

5.2. Approval Required. No Proposed Work may be initiated without the Approval of the Proposed Plans by the DRB pursuant to the terms and conditions of this Declaration. The provisions of this Article shall be in addition to, not in lieu of, the requirements, covenants, conditions and restrictions contained in any of the Building Site Declarations.

5.3. Application.

5.3.1. Subject to 4.2.2. hereof, prior to commencing any Proposed Work on its Building Site, an Owner must submit the Proposed Plans to the DRB showing, inter alia, the proposed site layout, structural design, exterior elevations, exterior materials and colors, signage, landscaping, drainage, lighting, utility facility layout, and screening therefor and any other features of the Proposed Work required by the Building Site Declaration or as may be required by the DRB.

5.3.2. In reviewing any submitted Proposed Plans, the DRB may consider with respect to the proposed Improvements the following: visual impact, natural platforms and finish grade elevation, harmony of external design with surrounding structures and the environment, location of the proposed Improvements in relation to surrounding structures and plant life, and other related aesthetic considerations. The DRB may also consider other aesthetic features of the submitted Proposed Plans as it, in its sole discretion, may deem relevant. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular Buildings and other Improvements.
Decisions of the DRB may be based upon purely aesthetic considerations. The DRB shall have no power or authority to Approve or disapprove other non-aesthetic features of the submitted Proposed Plans unless that power and authority has been delegated and/or assigned to the DRB by Developer.

5.3.3. Within thirty (30) Business Days after receipt of each submission of Proposed Plans, the DRB shall (i) if it Approves the Proposed Plans, advise the submitting Owner in writing, at an address specified by the Owner at the time of submission, of the DRB's Approval of the Proposed Plans or (ii) if it disapproves the Proposed Plans, advise the submitting Owner in writing of the disapproval, specifying the segments or features of the Proposed Plans that are objectionable and suggestions, if any, for the curing of those objections. The DRB may also make other reasonable efforts, at no cost to the DRB or Developer, to aid the submitting Owner in preparing Proposed Plans that would be acceptable to the DRB. If any costs are incurred by the DRB in connection with those efforts, the payment of the costs by the submitting Owner shall be a condition precedent to final Approval. Any subsequent resubmission by any Owner shall be reviewed and acted upon by the DRB as outlined herein as soon as reasonably practicable.

5.3.4. The Proposed Plans required to be submitted to the DRB pursuant to this Article shall be submitted in both hard copy form and in an electronic form Approved by the DRB. The Owner shall submit four (4) copies of the Proposed Plans to the DRB for its consideration. This does not replace or supersede any requirements for submissions under the Bull Street Code but, to the extent it can be accomplished, Owner is encouraged to include all requirements for approvals under the Bull Street Code and these Covenants in one submission.

5.4. Effect of Approval. Approval of any Proposed Plans with regard to a Building Site (i) shall not be deemed a waiver of the DRB's right, in its discretion, to disapprove similar plans, or any of the features or elements included therein, submitted for any other Building Site, and (ii) shall be final as to the Building Site for which they have been submitted; provided, however, that the Improvements on the Building Site are constructed and maintained in substantial conformity with the Approved Proposed Plans.

5.5. Plan Submittals to Governmental Authority. Under no circumstances shall a Person submit its Proposed Plans to the Governmental Authority having jurisdiction for review and approval unless and until it shall have received DRB Approval of those Proposed Plans, unless otherwise Approved by Developer. In no case may any Owner presume any governmental approval or avoid any governmental approval as a result of DRB or Developer Approval.

5.6. Payment of Fees. The DRB may require payment of reasonable fees by Persons requesting Approval of Proposed Plans for Improvements, with said payment to be used to cover costs of the DRB and compensation of its consultants. Furthermore, the DRB may promulgate and adopt, as part of the DRB's rules, fee schedules for applications and inspections.

5.7. Design Criteria. The design standards set out in Article 6, together with the criteria outlined in Section 5.3, shall be used by the DRB to determine the suitability of all proposed Improvements in or on Bull Street Neighborhood.
5.8. **Construction After Approval.** Upon receipt of Approval from the DRB, the Owner to whom the Approval is given, as soon as practicable, shall satisfy any conditions of the Approval, obtain necessary permits from the City, and diligently proceed with the commencement and completion of all Approved construction. Unless work on the Approved construction is commenced within six (6) months after the later of (i) the date of Approval or (ii) the date upon which the Owner acquires its Building Site, and thereafter continuously prosecuted to completion, the Approval automatically shall be revoked, unless the DRB has given written permission for a different schedule or an extension of time.

5.9. **Communications to DRB and Developer.** All communications and submittals to the DRB and Developer shall be addressed in accordance with the Notice Section of this Declaration.

5.10. **Limitation on Liability.** Developer, any manager, member, director, officer, agent, or employee thereof, the DRB, any member thereof, any staff member thereof, any consultant thereto, the Appointing Authority, or any manager, member, director, officer, agent, or employee thereof shall not be liable to any Owner or Occupant or to any other Person for any loss, damage or injury, or claim thereof arising out of or in any way connected with the performance or nonperformance of the DRB's or the Appointing Authority's duties under this Declaration. The Master Owners Association shall indemnify, protect, defend, and hold harmless Developer, any manager, member, director, officer, agent, or employee thereof, the DRB, the members of the DRB, any staff member thereof, any consultant thereto, the Appointing Authority, or any manager, member, director, officer, agent, or employee thereof, from and against all claims, expenses, liabilities, losses, damages, and costs, including reasonable attorneys' fees, actually incurred in connection with, arising from, due to, or as a result of the performance or nonperformance of the DRB's or the Appointing Authority's duties under this Declaration.

5.11. **Rights of Third Parties.** Approval by the DRB or Developer of any plans with regard to a Building Site shall not constitute any judgment or opinion on the part of the DRB, Developer, or any members thereof, or the Appointing Authority or any officer, director, employee, agent, or member thereof, as to the quality or soundness of the matters described in the plans or their fitness for any particular use or application. In particular, the Approval shall not be construed as a representation to third parties concerning the quality of the construction of any Improvements or the absence of any defects.

5.12. **Insurance Requirements for Building Sites.**

5.12.1. **Property Insurance.** Effective upon the commencement of the construction of any Improvements on a Building Site, each Owner or Occupant shall obtain and maintain, or cause to be obtained and maintained, a policy of property insurance as is reasonably available from time to time and used with respect to property located in Richland County, South Carolina, that is of a similar size and that has a similar use and occupancy (which at the date of this Declaration is a policy insuring against "causes of loss - special form"), including coverage for earthquake loss and, at that Owner's or Occupant's sole option, coverage for flood loss, covering all Improvements (including all signs affixed to all Buildings and other Improvements) on its
Building Site, in an amount consonant with the full replacement value of the insurable Improvements; provided, however, for all Improvements insured under any such policy, the policy may contain a reasonable deductible provision. The policy shall include an endorsement covering the removal of any damaged Improvements that are not repaired or rebuilt and the restoration of the property to a clean and safe condition. Any of the insurance required under this Section may be carried under a "blanket" policy or policies covering other properties of the Owner or Occupant and its subsidiaries, controlling or affiliated corporations. Each Owner or Occupant shall review its insurance coverage annually and make (or cause to be made) any changes necessary to satisfy the requirements of this Section. Each Owner and/or Occupant shall furnish to the Master Owners Association certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section. Unless otherwise Approved by the Master Owners Association, any insurance required pursuant to this Section shall be issued by a financially responsible insurance company licensed to do business in the State of South Carolina with a rating of A-VIII or better by The A.M. Best Company ("Best's"). During the term of this Declaration, the insurance industry may change, among other things, the scope of coverage afforded by the various policies of insurance named in this Declaration or the nomenclature by which the scope of coverages contemplated under the various policies of insurance named in this Declaration are known in the insurance industry. In the event of any such change, it is the intent of this Declaration and the obligation of the Owners and Occupants at all times during the term of this Declaration to maintain the scope of insurance coverage afforded at the date of this Declaration by the forms of the various policies of insurance named in this Declaration, to the extent that maintaining the same is reasonably or commercially practicable, regardless of the nomenclature by which the scope of coverages may be or become known in the insurance industry.

5.12.2. General Liability Insurance. Each Owner or Occupant shall at all times during the term of this Declaration maintain or cause to be maintained commercial or comprehensive general liability insurance covering that Owner's or Occupant's Building Site, the Improvements located thereon, and any rights or interests in the Common Areas, insuring against the risks of bodily injury, property damage and personal injury liability, with a limit of not less than Two Million and No/100 Dollars ($2,000,000.00) in the general aggregate, Two Million and No/100 Dollars ($2,000,000.00) for products and completed operations aggregate, Two Million and No/100 Dollars ($2,000,000.00) per occurrence, and Two Million and No/100 Dollars ($2,000,000.00) for personal injury and advertising injury; provided that these amounts shall be reviewed and adjusted by the Master Owners Association annually for increases recommended by insurance industry standards for property located in Richland County, South Carolina. Additional insurance may be required by Building Site Declarations if deemed appropriate by Developer. Unless otherwise Approved by the Master Owners Association, said insurance shall be issued by an insurance company with a Best's rating of A-VIII or better. Any increase in the coverage amounts described in this Section shall be made by written notice from the Master Owners Association to the various Owners and Occupants of Bull Street Neighborhood. Each Owner and/or Occupant shall furnish to the Master Owners Association certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section and shall have Developer and the Master Owners Association named as "additional insureds" in the policy required to be carried pursuant to this Section (with any and all rights of subrogation against said additional insureds being waived). Notwithstanding anything to the contrary contained in this
Section, however, (i) Persons that own a Residential Unit shall maintain the types of coverages outlined in this Section, but the amount of said coverages shall be in the minimum amount of Five Hundred Thousand and No/100 Dollars ($500,000.00); and (ii) Persons that lease an apartment shall not be required to maintain the types of coverages required under this Section; but nothing in this sentence shall affect the coverages required to be maintained by the Owner of the Residential Lot.

5.12.3. Insurance Coverage During Construction. Prior to commencing any construction activities within Bull Street Neighborhood, each Owner or Occupant shall obtain, or require its contractor to obtain and thereafter maintain, so long as the construction activity is occurring, at least the minimum coverages set forth below:

a. Worker's compensation and Employer's Liability Insurance.

   (1) Workers compensation insurance as required by any applicable law or regulation; and

   (2) Employer's liability insurance in the amount of One Million and No/100 Dollars (1,000,000.00) for each accident for bodily injury, and One Million and No/100 Dollars ($1,000,000.00) for each employee for bodily injury by disease.

b. General Liability Insurance. Commercial general liability insurance covering all operations by or on behalf of the general contractor and containing the following coverages:

   (1) Premises and operations;

   (2) Products and completed operations;

   (3) Contractual liability, insuring any indemnity obligations assumed by the contractor under various contract documents;

   (4) Broad form property damage (including completed operations);

   (5) Explosion, collapse and underground hazards; and

   (6) Personal injury liability.

Each of the above coverages shall have the following minimum limits of liability:

   (1) One Million and No/100 Dollars ($1,000,000.00) for each occurrence (for bodily injury and property damage);

   (2) One Million and No/100 Dollars ($1,000,000.00) for personal injury liability;
(3) One Million and No/100 Dollars ($1,000,000.00) in the aggregate for products and completed operations (which shall be maintained for a three (3) year period following final completion of the work); and

(4) One Million and No/100 Dollars ($1,000,000.00) in the general aggregate applying separately to Bull Street Neighborhood.

(5) The policy for general liability insurance shall be endorsed to provide that each of the aforementioned coverages shall be aggregate per job site coverages for said contractor.

c. Automobile Liability Insurance. Any automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, shall have limits of liability of not less than One Million and No/100 Dollars ($1,000,000.00) combined single limit each accident for bodily injury and property damage combined. The general contractor shall require each of its subcontractors to include in their liability insurance policies coverage for automobile contractual liability.

d. Umbrella and Excess Liability Insurance. Each general contractor shall also procure Five Million and No/100 Dollars ($5,000,000.00) for each occurrence and in the aggregate to provide excess coverage for those items described in subparagraphs a., b., and c. above. Additional insurance may be required by Building Site Declarations if deemed appropriate by Developer.

The amount of coverage required under this Section may be reviewed and adjusted by the Master Owners Association periodically. Each Owner and/or Occupant shall furnish to the Master Owners Association certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section and shall have Developer and the Master Owner's Association named as "additional insureds" or "loss payees," as the case may be, in the policies required to be carried pursuant to subsections b., c., and d. above (with any and all rights of subrogation against said additional insureds waived). Unless otherwise Approved by the Master Owners Association, all insurance required to be carried pursuant to this Section shall be issued by companies having a Best's rating of at least A-VIII.

5.12.4. Building Site Indemnity. Each Owner or Occupant shall indemnify, protect, defend and hold the other Owners and Occupants, Developer, and the Master Owners Association harmless from and against all claims, expenses, liabilities, loss, damage and costs, including any actions or proceedings in connection therewith and including reasonable attorneys' fees, incurred in connection with, arising from, due to or as a result of the death of or any accident, injury, loss or damage, howsoever caused, to any Person or loss or damage to the property of any Person as shall occur on the indemnifying Owner's or Occupant's Building Site or as shall result or arise from anything falling, emanating, or otherwise coming from that Building Site, except claims that result from the gross negligence or willful misconduct of the
indemnified Person, or the agents, servants, employees, visitors or guests of the indemnified Person.

ARTICLE 6
DESIGN STANDARDS

6.1. Compliance Required. All proposed Improvements in Bull Street Neighborhood shall comply with the standards in this Article, unless a variance is allowed as provided in Section 6.18. Terms used in this Article shall have the meaning prescribed by the Bull Street Code if not separately defined in this Declaration.

6.2. Building Codes. Any Improvement, including electrical, plumbing and mechanical systems, shall be of an appropriate type of construction or installation as defined in applicable Requirements of a Governmental Authority. In addition, each Owner is also encouraged and may be required to employ, utilize, practice, encourage, and/or participate in, as the case may be, certain "green measures" in designing, constructing, operating, and utilizing its Improvements, including, but not limited to the following: (i) building materials containing a low level of volatile organic compounds; (ii) building and construction materials that are manufactured and produced in the local area; (iii) recycled materials; (iv) efficient and industry-recognized construction waste management practices and procedures; (v) materials and appliances that are energy efficient or that promote energy efficiency (the United States Environmental Protection Agency Green Lights and Energy Star Building Programs are included); (vi) materials that shall promote indoor air quality; (vii) recycling programs; (viii) alternative transportation (e.g., the construction of secure bicycle storage areas, shower and changing facilities for cyclists) by Occupants, customers, visitors; and/or employees; and (ix) water conservation and erosion control practices and procedures.

6.3. Landscaping. Landscaping shall be designed to unify the Building and its site, existing adjacent buildings, and existing adjacent landscaping. Owners shall be responsible for landscaping and sprinklers in Common Areas around their Building Sites as designated by the DRB. Plant and paving materials shall be appropriate in type and amount to local climatic conditions and to the overall design and theme of development in or on Bull Street Neighborhood.

6.4. Parking, Loading, and Unloading Areas. The DRB must Approve all parking, loading and unloading areas.

6.5. Service, Screening, and Storage Areas. Garbage and refuse containers shall be concealed and contained within the Buildings or other areas Approved by the DRB. These elements shall be integrated with the concept of the Building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Unless specifically Approved by the DRB hereunder, no materials, supplies, garbage, refuse, or equipment shall be stored in any area on a Building Site except inside a closed Building, so that they are not visible from neighboring Building Sites, Common Areas, or public streets.
6.6. **Exterior Materials, Colors.** Finished building materials shall be applied to all sides of a Building and shall be harmonious and compatible with colors of the natural surroundings and other adjacent Buildings. In this regard, hard-surface materials such as brick, stone, masonry, marble, granite, limestone, finished concrete, glass and metal curtain walls are encouraged and desired.

6.7. **Signs.** All signs, including neon or illuminated signs, and other advertising devices located within Bull Street Neighborhood shall be designed, erected, altered, reconstructed, moved, and maintained in whole or in part in accordance with the Proposed Plans Approved by the DRB hereunder. No sign or other advertising device of any nature shall be placed or maintained on any Building Site, on any Building or other any Improvement on any Building Site, or on any other portion of Bull Street Neighborhood without the prior Approval of the DRB. The location and height of Building identification signs shall conform to design criteria for signs herein and the terms and provisions of each of the Building Site Declarations.

6.8. **Utilities, Mechanical Equipment, and Roof Projections.**

   6.8.1. All mechanical equipment, utility meters, and storage tanks shall be located in such a manner as not to be visible to the general public from public rights of way or Common Areas. If concealment within the Building is not possible, then these utility elements shall be concealed by screening. The location, placement, operation, and maintenance of antennae, satellite dishes, and other communications devices, if any, on the tops of roofs or other portions of any Improvements located within Bull Street Neighborhood shall be subject to the Approval of the DRB, which may impose additional requirements or limitations.

   6.8.2. Penthouses and mechanical equipment screen walls shall be of a design and materials similar to and compatible with those of the Building.

   6.8.3. Underground utility lines throughout Bull Street Neighborhood shall be used unless exception is made and/or granted by Developer pursuant to the terms and provisions of the applicable Building Site Declaration.

   6.8.4. Large items such as air conditioning, ventilating, or other mechanical equipment must be placed in locations Approved by the DRB and, where so placed, shall be adequately enclosed or screened from view.

6.9. **Building Frontages.** Building frontages along streets that are designated an A-Grid shall be designed to support pedestrian activity. Mixed-use buildings on an A-Grid shall require a retail shopfront, gallery, or arcade frontage type as described in the Bull Street Code along the entire length of a Building’s Private Frontage. Building frontages along streets that are designated a B-Grid should be designed to support pedestrian activity and may be more readily permitted to allow automobile-oriented standards, but mixed-use buildings on a B-Grid are not required to utilize retail frontage types.
Buildings on corner Lots shall have two Private Frontages. Prescriptions for the second and third Layers pertain only to the Principal Frontage. Prescriptions for the first Layer pertain to both Frontages.

6.10. Block Sizes. Block sizes shall facilitate ease of pedestrian circulation. Without specific approval from the DRB, which is likely to be withheld, block lengths in T-4 Zones shall not exceed 1,200 feet, and block lengths in T-5 Zones shall not exceed 1,600 feet. Exceptions can be granted for reasons deemed relevant by the DRB. For extended blocks, pedestrian cross paths are encouraged and may be required.

6.11. Street Connections. Rear lanes or alleys may not access onto a street designated as an A-Grid without Approval by the DRB.

6.12. Buildings. Buildings shall be disposed in relation to the boundaries of their Lots according to Table 15 of the Bull Street Code. One Principal Building at the Frontage, and one Back Building and one Outbuilding to the rear of the Principal Building, may be built on each Lot. Rear Setbacks for Outbuildings shall be a minimum of three feet (3').

6.13. T-4 Requirements. In any areas zoned T-4:

(a) Open parking areas shall be located at the second or third Lot Layers, except that Driveways, drop-offs and unpaved parking areas may be located at the first Lot Layer.
(b) Garages shall be located at the third Layer except that side- or rear-entry types may be allowed in the first or second Layer by the DRB.
(c) Driveways at Frontages shall be no wider than ten (10) feet in the first Layer.
(d) All parking areas and garages shall be located at the second or third Layer.
(e) Frontages shall be built out to a minimum of 50% at the setback line.
(f) Lot coverage shall be a maximum of 70%.
(g) Lots shall be a minimum of 24 feet wide and a maximum of 96 feet wide at one Principal Frontage.
(h) For the Principal building setbacks shall be: Front: 0' minimum and 18' maximum.

6.14. T-5 Requirements. In any areas zoned T-5:

(a) Vehicular entrances to parking lots, garages, and Parking Structures shall be no wider than twenty-four (24) feet at the Frontage.
(b) Pedestrian exits from all parking lots, garages, and Parking Structures shall be directly to a Frontage Line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.
(c) Frontages shall be built out to a minimum of 80% at the setback line.
(d) Lots shall be a minimum of 18 feet wide and a maximum of 180 feet wide at one Principal Frontage.
(e) For the Principal building setbacks shall be: Front: 0' minimum and 12' maximum; and Side: 0' minimum and 12' maximum.
6.15. **Parking Requirements.**

(a) The required parking for T4 Retail shall be 4 spaces per 1,000 square feet of net retail space.

(b) The required parking for T5 or SD Retail shall be 3 spaces per 1,000 square feet of net retail space.

(c) The DRB shall determine required parking for All Transect Zones for Civic or Other uses by considering the use type, shared parking factor from the Bull Street Code, the available parking within the walkable vicinity, and other relevant factors.

6.16. **Lighting.** No light source other than one for Thoroughfare lighting shall emit light exceeding One (1) foot-candle at the Lot Line in T-4 and T-5 Zones, including, without limitation, lighting of Parking Areas and Parking Lots and drive-in, drive-through, and drive-up services. The DRB may waive this standard for site plans that are compatible with neighbors and that promote savings by sharing illumination across boundaries.

The mounting height, spacing and luminance for Parking Areas and Parking Lots shall provide a minimum average horizontal illumination in the Parking Area or Parking Lot of 0.40 foot-candles.

6.17. **Additional Design Criteria.** In addition to the design criteria set forth in this Article, the applicable Building Site Declaration, and Section 5.3.2, the DRB may from time to time promulgate and adopt, with the prior written Approval of Developer, additional design criteria that are not inconsistent with those set forth in this Article or in the Bull Street Code and that implement the statement of purpose set forth in Article 2 hereof. Any such additional design criteria promulgated by the DRB may from time to time be amended by further action of the DRB with the prior written Approval of Developer.

6.18. **Variances From Design Criteria.** The DRB, in its sole discretion, may from time to time authorize variances from compliance with any of the design criteria set forth in or promulgated in accordance with this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or planning objectives or considerations may so warrant. Any authorized variance must comply with the Bull Street Code and any related Administrative Adjustments, Warrants and Amendments. Each variance must be Approved by a majority of the members of the DRB. If a variance is granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive or to render unenforceable any of the terms and provisions of this Declaration for any purpose except as to the particular Building Site, provision, and instance covered by the variance, nor shall the granting of a variance be deemed to set a precedent with respect to any subsequent requests for variances. Notwithstanding any provision to the contrary contained in this Declaration, the DRB shall not delegate to any single member or group of members or to any other Person the power to grant variances pursuant to this Section.
ARTICLE 7
MASTER OWNERS ASSOCIATION

7.1. Establishment.

7.1.1. On or prior to the effective date of this Declaration, Developer shall establish Bull Street Neighborhood Master Owners Association, Inc. (the “Master Owners Association) as an association consisting of all of the Owners in accordance with the provisions of this Declaration and the South Carolina Nonprofit Corporation Code, as then in effect. Each Owner and any other Person that owns a Residential Unit or Commercial Unit, by accepting a deed to any portion of Bull Street Neighborhood or otherwise being deemed an "Owner" for purposes of this Declaration, shall be deemed to have consented to be bound by the Articles of Incorporation, the by-laws and the rules and regulations of the Master Owners Association.

7.1.2. Developer (whether or not an Owner) and each Owner shall automatically be a member of the Master Owners Association. Developer shall remain a member of the Master Owners Association so long as it holds a Project Interest in Bull Street Neighborhood. Each Owner shall remain a member of the Master Owners Association for the entire period of its ownership of a Building Site. Membership in the Master Owners Association shall be appurtenant to the Building Site to which it appertains, shall be transferred automatically by conveyance of that Building Site, and, subject to subsection 2 in the definition of “Owner,” may be transferred only in connection with the conveyance of title to that Building Site.

7.1.3. So long as Developer holds a Project Interest in Bull Street Neighborhood, Developer shall automatically be a member of the Master Owners Association. The membership rights granted to Developer under this Section may only be transferred to a Successor Developer as defined in the definition of “Developer” in Article 1.

7.1.4. So long as Developer holds a Project Interest in Bull Street Neighborhood, Developer shall have the sole and exclusive right, power and authority to appoint or remove the members of the Board of Directors and the officers of the Master Owners Association. Upon the cancellation of Developer's right to appoint and remove members of Board of Directors and officers of the Master Owners Association, or, if earlier, upon Developer's filing a written notice in the Office of the Register of Deeds of Richland County, South Carolina, that it has and does relinquish its rights, powers and authorities hereunder, then that right shall automatically pass to the Master Owners Association, and the election processes shall be conducted and governed in accordance with the by-laws of the Master Owners Association.

7.1.5. Upon the cancellation of Developer's right to appoint and remove members of Board of Directors and officers of the Master Owners Association, or sooner if Developer should so elect, Developer shall convey, transfer, and assign to the Master Owners Developer's right, title, and interest in and to the Common Areas and Common Facilities (as then existing), reserving and excepting, however, the rights, privileges, and easements granted to Developer as an Owner or otherwise reserved by Developer hereunder.

7.2. Purpose.
7.2.1. The Master Owners Association is formed to provide for the maintenance, improvement, and beautification of the Common Areas and Common Facilities of Bull Street Neighborhood and to undertake such other activities as are related to maintaining Bull Street Neighborhood as a desirable development for members of the Master Owners Association.

7.2.2. The Master Owners Association shall be authorized to hold title to real property and shall accept and retain legal title to those lands designated as Common Areas or Common Facilities within Bull Street Neighborhood and such other open or park areas as may hereafter be deeded to it, whether the legal title is deeded by Developer in accordance with Section 7.1.5 hereof, is deeded by any other Person, or passes to the Master Owners Association by operation of law in accordance with the terms of any recorded instrument of title.

7.3. Duties.

7.3.1. The duties and powers of the Master Owners Association shall be those granted to it in this Declaration, the South Carolina Nonprofit Corporation Code, and its Articles of Incorporation and by-laws, together with those reasonably implied to effect the purposes of the Master Owners Association.

7.3.2. The Master Owners Association shall have the authority to enforce the obligations of Owners and Occupants under this Declaration, the Building Site Declarations, and any rules, regulations, operating manuals and other interpretations issued pursuant thereto. In furtherance of that authority, the Master Owners Association may exercise any of the enforcement rights and remedies provided in Article 13.

7.3.3. The Master Owners Association shall be responsible for the maintenance, landscaping and upkeep of the Common Areas and the Common Facilities.

7.3.4. The Master Owners Association shall provide services of benefit to Bull Street Neighborhood as a whole and to the Owners and Occupants generally, including but not limited to security, promotions, general marketing of Bull Street Neighborhood, the sponsoring of events, oversight and approval of events sponsored by Owners or Occupants, and other activities approved by the Board of Directors.

7.3.5. The Master Owners Association shall carry out the other functions identified in Section 7.5.2.1 that, in the judgment of the Board of Directors, are of common benefit to the Owners and Occupants.

7.3.6. The Master Owners Association may provide shared services to fewer than all the Owners by agreement with those Owners, as provided in Section 7.5.2.4. Any Owner may take advantage of any shared service, provided the Owner agrees to the terms and conditions under which the service is provided and the allocation of cost established by the Master Owners Association.
7.3.7. Except to the extent otherwise required by the South Carolina Nonprofit Corporation Code, this Declaration, or the Master Owners Association's Articles of Incorporation and by-laws, the powers herein or otherwise granted to the Master Owners Association shall be exercised by the Board of Directors, acting through its officers, without any further consent or action on the part of the Owners.

7.4. Voting.

7.4.1. The right to cast votes, and the number of votes that may be cast, for the election of members of the Board of Directors and on all matters to be voted on by the members of the Master Owners Association shall be calculated in accordance with this Section, subject, however, to Section 7.1.4 hereof. Each member of the Master Owners Association, including Developer, shall be entitled to the following number of votes: (i) each Owner (other than Developer) shall have one vote for each one thousand (1,000) square feet of Gross Development Area (or portion thereof) allocated by Developer pursuant to the terms and provisions of a Building Site Declaration and actually developed on any Building Site owned by that Owner, and (ii) Developer shall have one vote for each vote existing under item (i) of this Section at any point in time, plus one additional vote.

The total votes for all members of the Master Owners Association may increase if any additional property is made subject to this Declaration pursuant to Article 8 hereof. Unless expressly set forth herein or in the by-laws of the Master Owners Association to the contrary, a majority vote (based on the number of votes cast) of the members of the Master Owners Association shall control. Any Owner may assign any vote to which it is entitled to any Occupant on such terms as they may agree upon, and so long as any Occupant holds such a vote assignment, the Occupant shall be deemed a member of the Master Owners Association to the extent of the vote assignment; but (i) the total number of votes attributable to that Owner shall not be increased by any assignment and (ii) as provided in the definition of "Owner" in Section 1.1, the parties must designate one Person as their agent for purposes of this Declaration.

7.4.2. Any member of the Master Owners Association Owner may give a revocable, written proxy to any other member of the Master Owner's Association authorizing the other member to cast that member's vote on any matter. The written proxy shall be in such form as may be prescribed by the Bylaws of the Master Owners Association.

7.5. Assessments.

7.5.1. Obligation. Each Owner, and each other Person that owns a Residential Unit or Commercial Unit, by accepting a deed for any portion of Bull Street Neighborhood or otherwise being deemed an "Owner" for purposes of this Declaration, covenants and agrees to pay to the Master Owners Association annual Assessments or charges and special Assessments or charges provided by this Declaration, together with interest thereon, which shall be fixed, established and collected from time to time as hereinafter provided.

7.5.2. General Assessments. Commencing January 1, 2013, the amount of all Common Expenses to be incurred in and for 2013 and beyond not specially assessed pursuant to
the other provisions of this Declaration, less the amount of all undistributed and unreserved common profits, shall be assessed against all Building Sites. The annual Assessments payable by each Owner under this Section shall be levied by the Board of Directors after they are determined as set forth in this Section. On or before December 1, 2013, and on or before December 1 of each succeeding year, the Board of Directors shall prepare, adopt, and submit in writing to the members of the Master Owners Association a budget of the Common Expenses for the next succeeding Fiscal Year to be paid by Assessments collected from the Owners, together with notice of the amount of the annual Assessment payable by each Owner during that Fiscal Year. If the budget proves inadequate for any reason, the Board of Directors may at any time levy additional Assessments against the Owners and notify the Owners accordingly. If for any reason an annual budget is not adopted by the Board of Directors, a payment in the amount required by the last prior Assessment shall be due upon each Assessment due date until changed by a new budget adopted by the Board of Directors.

7.5.2.1. Common Expenses of the Master Owners Association to be paid through annual Assessments shall include, but shall not be limited to, the following:

(a) costs and expenses associated with the general maintenance, operation, utility costs, repair, and/or replacement of the Common Areas and Common Facilities, including, without limitation, costs and expenses associated with street and road lighting, sprinkler systems, drainage facilities, project signage, directory signs, and other such expenses;

(b) costs of providing services to enhance Bull Street Neighborhood as a whole and to benefit the Owners and Occupants generally, including but not limited to security, promotions, general marketing of Bull Street Neighborhood, the sponsoring of events, oversight and approval of events sponsored by Owners or Occupants, and other activities approved by the Board of Directors.

(c) any costs and expenses associated with the landscaping and appearance of the Common Areas and of the rights of way of public and private roads, streets and amenities in the vicinity of Bull Street Neighborhood, including any costs and expenses associated with trash collection and removal, and pest and rodent control measures;

(d) the costs and expenses incurred in connection with the procurement and maintenance of comprehensive general liability insurance, property damage insurance, directors' and officers' insurance, and any other insurance required to be maintained by the Master Owners Association hereunder or that the Board of Directors may from time to time approve.

(e) ad valorem real and personal property taxes assessed against the Common Areas and Common Facilities that are owned by the Master Owners Association. It is expected that properties owned by the Master Owners Association will not be subject to property taxes as the Property is held for the enjoyment of all and (unless specifically declared) is not restricted against use by
the public at large. As such, this property is analagous to public property that exists for the benefit of the public, not any individual, and should not be taxed. Any value conferred by the presence or existence of such property is reflected in the increased values of the private properties nearby, and thus revenue is generated from the Common Areas by the taxation of the increased values of the benefitted property.

(f) principal, interest, and other charges payable with respect to loans made to or assumed by the Master Owners Association to perform its authorized functions;

(g) expenses and costs associated with the organization and operation of the Master Owners Association and the DRB, including rent for any central office maintained by the Master Owners Association;

(h) reasonable management fees paid to Developer or any other party; expenses of administration, including legal and accounting fees;

(i) any governmental charges and assessments not separately assessed against Building Sites;

(j) costs and expenses associated with the establishment and maintenance of a reasonable reserve fund or funds for the maintenance, operation, repair, and replacement of the Common Areas and Common Facilities that must be replaced on a periodic basis; and

(k) such other expenses as may be contemplated by this Declaration or determined from time to time by the Board of Directors to be appropriate Common Expenses under this Declaration.

7.5.2.2. Assessments for Common Expenses for each Building Site for a given Fiscal Year shall equal the product of (x) the Assessment Ratio for that Building Site multiplied by (y) the total Common Expenses for Bull Street Neighborhood for that Fiscal Year.

7.5.2.3. Each Owner shall be obligated to pay its Assessment to the Master Owners Association annually or in such other reasonable manner as the Board of Directors shall designate from time to time. In any year in which there is an excess of Assessments and other income over expenditures, the Board of Directors, by resolution and without the necessity of a vote of the members of the Master Owners Association, may determine either to apply the excess or any portion thereof to reduce the subsequent year's Assessments or to allocate the same to one or more reserve accounts of the Master Owners Association described above.

7.5.2.4. When the Master Owners Association agrees to provide a service to be shared by less than all of the Owners by agreement with those owners, such as an
emergency power supply or a community fire pump, the Master Owners Association will charge the Owners sharing the service for their respective shares of the cost thereof. The allocation of the cost may be calculated differently than the allocation of Assessments for Common Expenses and shall be based upon the actual cost of providing the service to the sharing Owners, together with a reasonable charge for managing the service, all as determined by the Master Owners Association. No charge for a shared service shall be made to Owners who do not share in the benefit of the service. The cost of a shared service shall be considered an additional Assessment against the sharing Owners for purposes of this Declaration, specifically including all remedies for collection and enforcement of Assessments.

7.5.2.5. Notwithstanding anything to the contrary contained in this Section, Assessments for any capital improvements, capital additions, capital repairs, and/or capital replacements to any Common Areas or Common Facilities shall be governed by Section 7.5.3 hereof, except to the extent that expenses under Section 7.5.2.4 may be considered capital expenses.

7.5.3. Special Assessments for Capital Improvements. In addition to the Assessments authorized above, the Board of Directors may levy special Assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to or capital improvement (including but not limited to upgrades to existing Common Facilities) of the Common Areas and Common Facilities (including the necessary fixtures and personal property related thereto), or for the cost of repair or replacement of a portion of the Common Areas or Common Facilities (including the necessary fixtures and personal property related thereto), that is for the benefit of all Owners and Occupants; provided however that any special Assessments must be approved by members of the Master Owner's Association holding not less than two-thirds (2/3) of the total votes in the Master Owner's Association. The special Assessments under this Section shall be assessed against each Building Site on the basis of that Building Site's Assessment Ratio. The due date for payment of any special Assessment shall be as specified in the resolution authorizing the Assessment; provided however, that the Board of Directors may make special Assessments payable in installments over a period that may, in the Board's discretion, extend beyond the Fiscal Year in which adopted.

7.5.4. Priority of Lien. All sums assessed against any Building Site pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be the personal obligation of each Owner and shall be secured by an equitable charge and continuing lien on the Building Site and (subject to Section 7.5.7 below) all Residential Units and Commercial Units within the Building Site in favor of the Master Owners Association, to the extent not prohibited by any applicable Requirement of a Governmental Authority. Subject to any applicable Requirement of a Governmental Authority, the lien shall be superior to all other liens and encumbrances on the Building Site (or Residential Unit or Commercial Unit) except only for: (i) liens of ad valorem taxes, and (ii) the lien of any first priority Mortgage held by an institutional lender or by Developer, including all amounts advanced pursuant to that Mortgage and secured thereby in accordance with the terms of the Mortgage instrument; provided, however, that the subordination of the lien for Assessments to the foregoing Mortgages shall apply only to Assessments that have become due and payable.
prior to a sale or transfer of the Building Site (or Residential Unit or Commercial Unit) pursuant to a Foreclosure. Such a sale or transfer shall not relieve the Building Site (or Residential Unit or Commercial Unit) from liability for any Assessments accruing after the sale or transfer. All Persons acquiring Mortgages other than a first priority Mortgage held by an institutional lender or by Developer, or other liens or encumbrances, on any Building Site (or Residential Unit or Commercial Unit) after the effective date of this Declaration shall be deemed to have subordinated the Mortgages, liens or encumbrances to the future liens for Assessments provided herein, whether or not the subordination is specifically set forth in the Mortgages or other instruments creating the liens or encumbrances.

7.5.5. Nonpayment of Assessments. Any Assessments or any portion thereof that are not paid when due shall be delinquent. Any Assessment delinquent for a period of more than ten (10) calendar days shall incur a late charge in an amount as may be determined by the Board of Directors from time to time, and the Board of Directors shall cause a notice of delinquency to be given to the Owner responsible for the Assessment. If any installment of an Assessment has not been paid within thirty (30) calendar days of the due date, the entire unpaid balance of the Assessment may be accelerated at the option of the Board of Directors and, if so accelerated, shall thereupon become forthwith due and payable in full. The continuing lien and equitable charge of the Assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the maximum rate allowable under the laws of the State of South Carolina (not to exceed the Prime Rate, as it may change from time to time, plus four percentage points), all costs of collection, including reasonable attorneys' fees and court costs, and any other amounts provided or permitted hereunder or by law. If the Assessment remains unpaid after sixty (60) calendar days from the original due date, the Master Owners Association may institute suit to collect the amounts due and to foreclose its lien. The equitable charge and lien provided for in this Section shall be in favor of the Master Owners Association, and each Owner and any other Person that owns a Residential Unit or Commercial Unit, by accepting a deed to any portion of Bull Street Neighborhood or otherwise being deemed an "Owner" for purposes of this Declaration, vests in the Master Owners Association or its agents the right and power to sue or otherwise proceed against such Owner or other Person for the collection of the charges due and/or to foreclose the Master Owners Association's liens. The Master Owners Association shall have the power to bid on the Building Site, the Residential Unit, or the Commercial Unit that is the subject of the lien at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. The Master Owners Association shall also have the power and authority to impose and assess fines and suspend voting rights if any Assessments or any portion thereof are not paid when due.

7.5.6. Suit to Collect. In addition to the lien rights granted herein, any delinquent Assessment shall be a personal obligation of the then Owner, or, in the case of a Residential Unit or Commercial Unit, the Occupant of the Residential Unit or Commercial Unit; and upon any conveyance of the property subject to a lien, the delinquent Assessment shall become the joint and several obligation of the Owner or Occupant and the Owner's or Occupant's successors-in-title, whether or not expressly assumed by them.

7.5.7. Limitations with Respect to Residential or Commercial Units. Notwithstanding anything to the contrary contained in Sections 7.5.4, 7.5.5, and 7.5.6 hereof,
amount of an Assessment owed by any individual Residential Unit or Commercial Unit, and the
Master Owners Association's right to enforce the remedies provided for in Sections 7.5.4, 7.5.5,
and 7.5.6 hereof, shall be limited as follows: (i) the maximum amount for which the Occupant of
the Residential Unit or Commercial Unit may be liable in any suit to collect any delinquent
Assessment against the entire Building Site is that Occupant's pro rata share of the delinquent
amount, and (ii) any lien that attaches to the Residential Unit or Commercial Unit arising from
an Assessment against the entire Building Site shall only attach to the extent of that Residential
Unit's or Commercial Unit's pro rata share of the delinquent amount. For purposes of this
Section, a Residential Unit's or Commercial Unit's pro rata share of any delinquent amount shall
equal: (i) for a condominium, that Residential Unit's or Commercial Unit's allocated interest in
the common elements of the condominium of which it is a part, or (ii) for a Residential Unit or
Commercial Unit that is not part of a condominium, that Residential Unit's or Commercial Unit's
share of the Assessments owed by the community owners association for the Building Site under
Section 4.12. Nothing in this Section shall limit or affect (i) any Assessment made directly
against the individual Residential Unit or Commercial Unit, or (ii) the obligations arising under
Sections 14.2 (Listing Agreement) or 14.3 (Community Enhancement Fee) with respect to the
sale of an individual Residential Unit or Commercial Unit.

7.5.8. Exemptions. The following property and Persons subject to this Declaration
shall be exempted from the Assessments hereunder:

7.5.8.1. The grantee in conveyances made for the purpose of granting
utility easements; and

7.5.8.2. All Common Areas and Common Facilities owned in fee simple
by Declarant, Developer, the Master Owners Association, or any Governmental
Authority, and all Improvements of every kind constructed, installed, or planted by
Declarant, Developer, the Master Owners Association, or any Governmental Authority in
any part of the Common Areas.

7.5.9. Special Assessments for Damage. In addition to all other Assessments and
special Assessments authorized above, the Board of Directors may at any time, in its discretion,
levy a special Assessment against an Owner or Occupant for the repair of any damage to any
area, including but not limited to Common Areas and public road rights of way (other than
normal wear and tear), caused by that Owner of Occupant or their permittees. The notice of the
special Assessment shall describe the nature of the damage and the necessary repairs, and any
special Assessment shall be due and payable to the Master Owners Association on or before the
tenth (10th) day following the Owner's or Occupant's receipt of the notice. The Board of
Directors may, in its discretion, levy a special Assessment prior to the commencement of the
repairs for which the special Assessment is levied; provided, however, that upon receipt of
payment of the special Assessment, the Board of Directors shall promptly undertake to have the
repairs made and shall refund to the Owner or Occupant any excess of the amount assessed and
paid over the cost of the repairs. In the event that the cost of the repairs exceeds the amount
assessed and paid, the Board of Directors may assess the Owner or Occupant for the excess
costs. By way of illustration and not limitation, the special Assessments provided for in this

Section may be made for the purposes of repairing roadway damage caused by heavy trucks and construction vehicles during construction on any Building Site.

7.5.10. Waiver of Use. No Owner may exempt itself from liability for Assessments duly levied by the Master Owners Association, nor release the Building Site or other property owned by it from the liens and charges hereof, by non-use or waiver of the use and enjoyment of the Common Areas and Common Facilities or by abandonment of its Building Site or any other property owned by the Owner within Bull Street Neighborhood.

7.6. By-Laws. The Board of Directors shall establish by-laws for the conduct of the Master Owners Association's affairs that shall include notice to each member prior to any meeting of the members of the Master Owners Association. Decisions of the Master Owners Association shall be by majority of votes cast at any meeting, except as otherwise provided herein or in the by-laws.

7.7. Employment of Manager. In performing its responsibilities hereunder, the Master Owners Association, through its Board of Directors and officers, shall have the authority to delegate to Persons of its choice (including, without limitation, Developer or Persons affiliated with Developer) such duties of the Master Owners Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Master Owners Association may employ any Person (including, without limitation, Developer or Persons affiliated with Developer) to manage its affairs or any part thereof, as well as such other personnel as the Master Owners Association shall deem necessary or desirable, whether those personnel are furnished or employed directly by the Master Owners Association or by any Person with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be Common Expenses of the Master Owners Association.

7.8. Legal and Accounting Services. The Master Owners Association may pay, as a Common Expense, for such legal and accounting services as are necessary or desirable in connection with the conduct of the business and affairs of the Master Owners Association or the interpretation, amendment, or enforcement of this Declaration, the By-Laws of the Master Owners Association, or the published rules and regulations of the Master Owners Association.

7.9. Rules and Regulations. The Master Owners Association, through its Board of Directors, may from time to time and at any time (but is not obligated to) make, establish, abolish, amend and/or enforce reasonable nondiscriminatory rules and regulations concerning the use of Bull Street Neighborhood or any portion thereof, including without limitation the Common Areas and Common Facilities, that do not materially and adversely affect any Project Use(s) previously Approved by Developer pursuant to the terms and provisions of any Building Site Declaration. The text of any such rules and regulations and amendments thereto shall be furnished by the Master Owners Association to each Owner. The rules and regulations shall be binding upon the Owner and Occupants until and unless the rules or regulations are specifically overruled, cancelled or modified by the Master Owners Association by the vote of its members, in person or by proxy, holding fifty one percent (51%) of the total votes in the Master Owners Association. Notwithstanding the foregoing, the approval of the Master Owners Association
shall not be required in order to give effect to any Approvals of the DRB and/or Developer provided for herein or in any of the Building Site Declarations.

7.10. **Limitation on Liability.** Neither Developer nor the Master Owners Association, or any director, officer, manager, member, agent, or employee thereof, as the case may be, shall be liable to any Owner or Occupant or to any other Person for any loss, damage or injury, or claim thereof, arising out of or in any way connected with the performance or nonperformance of the Master Owners Association's duties under this Article.

7.11. **Directors' and Officers' Insurance.** The Master Owners Association may purchase and maintain as a Common Expense directors' and officers' insurance on behalf of any person who is or was a director or officer of the Master Owners Association to insure against any liability asserted against that person or incurred by that person in that capacity, or arising out of the person's status as director or officer.

7.12. **Enforcement of Directors' Duties.** In the event that the Board of Directors shall fail to perform any duty or duties required under this Declaration, the South Carolina Nonprofit Corporation Code or the Articles of Incorporation and bylaws of the Master Owners Association, any Owner who is aggrieved by the failure shall have the right to proceed in equity to compel the Board of Directors to perform the duty or duties. In no event, however, except as otherwise provided in Section 7.10 hereof, shall any member or members of the Board of Directors have any personal liability to any owner for any failure by the Board of Directors to perform any such duty or duties. If any Owner prevails in such a proceeding, the Master Owners Association shall pay to the Owner, as a Common Expense of the Master Owners Association, the Owner's reasonable costs and expenses incurred in connection with the proceeding, including court costs and reasonable attorneys' fees actually incurred. If the Board of Directors or the Master Owners Association prevails in the proceeding, the Owner instituting the proceeding shall pay to the Master Owners Association the reasonable costs and expenses incurred in the defense of the proceeding, including court costs and reasonable attorneys' fees actually incurred.

7.13. **Insurance.** The Master Owners Association may purchase and maintain as a Common Expense (a) insurance for all of the insurable improvements on the Common Areas that can be insured for a reasonable premium, insuring against "causes of loss-special form," including, if determined by the Master Owners Association to be reasonably necessary, coverage for earthquake or flood (in an amount consonant with the full replacement value of any of the Improvements); (b) fidelity coverage against dishonest acts on the part of its directors and officers responsible for handling funds belonging to or administered by the Master Owners Association in an amount deemed reasonable by the Board of Directors; (c) comprehensive general liability insurance, in amounts established by the Board of Directors from time to time; and (d) such other types of insurance as are either required by law or authorized by the Board of Directors from time to time.
ARTICLE 8
EXTENSION OF DECLARATION TO ADDITIONAL PROPERTY

8.1. Additional Property. Declarant or Developer may, at any time during the pendency of this Declaration, add all or a portion of any real property or properties that are subject to the Bull Street Code to the Declaration (whether or not the properties are separated by any street, roadway, railroad, right-of-way, easement, expected future Property, or Common Area) and the property shall be included within the meaning and definition of the terms "Project" and “Bull Street Neighborhood” as used herein. Declarant or Developer shall file in the Office of the Register of Deeds for Richland County, South Carolina, a Supplemental Declaration that the additional real property is made subject to this Declaration and that the property shall be included within the meaning and definition of the terms "Project" and “Bull Street Neighborhood” as used herein. The Supplemental Declaration may contain such complementary additions and modifications of the provisions contained in this Declaration as may be necessary or convenient in the judgment of Developer to reflect the different character, if any, of the added properties.

8.2. Declaration Binding on Additional Property. Upon filing of the Supplemental Declaration in the Office of the Register of Deeds for Richland County, South Carolina, this Declaration shall run with the real property already subject hereto and with the additional real property as if this Declaration had always applied to all of the additional real property from the inception hereof and as if the additional real property had always been included within the meaning and definition of the terms "Project" and “Bull Street Neighborhood” as used herein (provided, however, nothing contained in this Section shall be construed to require the Owners of any of the additional property to pay any Assessments with respect to the additional property for any period of time prior to the date Declarant or Developer files its aforementioned notice in the Office of the Register of Deeds), and shall inure to the benefit of and be binding upon the Owners of all the property, Declarant, Developer, and any others having an interest therein, as Occupants or otherwise, and their respective heirs, successors, and assigns.

ARTICLE 9
DURATION, MODIFICATION, AND TERMINATION

9.1. Duration.

9.1.1. The provisions of this Declaration shall run with and bind title to Bull Street Neighborhood and shall be binding upon and inure to the benefit of Declarant, Developer, the Master Owners Association, and all Owners, Occupants, and Mortgagees, and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect perpetually, to the extent permitted by South Carolina law. In the event that South Carolina law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind Bull Street Neighborhood for a period of fifty (50) years from the date this Declaration is filed in the Office of the Register of Deeds for Richland County, South Carolina, after which time the provisions shall be automatically extended, if permitted by South Carolina law, for successive periods of
twenty (20) years, unless an instrument signed by members of the Master Owners Association holding not less than fifty-one percent (51%) of the total votes in the Master Owners Association has been recorded in the Office of the Register of Deeds for Richland County, South Carolina, agreeing to terminate the provisions in whole or in part.

9.1.2. Notwithstanding anything in this Section to the contrary, the easements granted and reserved in Article 12 hereof are and shall be perpetual, unless otherwise provided for herein, except that dedication to and acceptance by an appropriate Governmental Authority or conveyance or grant to an appropriate public utility of the facilities that are the subject of any of the easements shall terminate those easements if the dedication, conveyance, or grant so provides.

9.1.3. Notwithstanding anything in this Section to the contrary, to the extent Declarant or Developer conveys and/or dedicates any portion of Bull Street Neighborhood for right-of-way purposes to any Governmental Authority, any terms, conditions, and provisions of this Declaration that are inconsistent with the terms or purposes of the conveyance or dedication shall automatically cease to be applicable to or affect the areas so conveyed and/or dedicated.

9.2. Amendment.

9.2.1. Except as otherwise provided in Article 8 and Sections 9.2.2 and 9.2.3 hereof, this Declaration may be amended at any time and from time to time by action of (i) the members of the Master Owners Association holding not less than sixty percent (60%) of the total votes in the Master Owners Association, voting in person or by proxy at a meeting duly called and held for that purpose, and (ii) Developer, so long as Developer holds a Project Interest in Bull Street Neighborhood. Notwithstanding anything to the contrary contained in this Section, however, this Declaration may not be amended if the amendment would have the effect of (i) materially and adversely affecting the value and marketability of any Building Site; (ii) materially and adversely affecting the means of ingress and egress to and from any Building Site; (iii) materially increasing the cost of the construction and development of the Improvements on any Building Site, if construction and development have been previously Approved by Developer or the DRB; (iv) materially altering or changing the design and/or layout plans for the Improvements proposed to be constructed and developed on any Building Site as those plans have been previously Approved by the DRB; or (v) materially and adversely delaying an Owner's ability to develop its Building Site in accordance with plans that have been previously Approved by the DRB.

9.2.2. Subject to the right of annexation by Declarant or Developer as set forth in Article 8 hereof, so long as the same shall not (a) adversely affect the title to any Building Site; (b) change the number of votes or the Assessment Ratio and/or Distribution Share appertaining to a Building Site; or (c) materially alter or change any Owner's right to the use and enjoyment of its Building Site and the Common Areas and Common Facilities, each Owner agrees that this Declaration may be amended solely by Developer by an instrument in writing executed by Developer and placed of record in the Office of the Register of Deeds for Richland County, South Carolina if (i) the amendment is necessary to bring any provision hereof into compliance or conformity with, or remove any conflict or inconsistency with, the provisions of any
applicable Requirement of a Governmental Authority; (ii) the amendment is required by any Requirement of a Governmental Authority applicable to or promulgated by a governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or a private commercial lender, to enable the lender or purchaser to make or purchase mortgage loans on any portion of Bull Street Neighborhood; (iii) the amendment is necessary to enable any Governmental Authority to insure mortgage loans on any portion of Bull Street Neighborhood based on any Requirements of the Governmental Authority; or (iv) the amendment is permitted by any other provision hereof.

9.2.3. Notwithstanding anything to the contrary contained in this Declaration, any amendment to this Declaration that would change, alter, modify or rescind any right, title, interest or privilege herein expressly granted to a Mortgagee shall require the prior written approval of the Mortgagee.

9.2.4. Amendments to this Declaration may be proposed by Developer, by the Board of Directors, or by a petition signed by members of the Master Owners Association having at least thirty percent (30%) of the total votes in the Master Owners Association. Agreement of the required Owners or any members of the Master Owners Association to any amendment of this Declaration shall be evidenced by the sworn statement of the President, any Vice President or the Secretary of the Master Owners Association, attached to or incorporated into an amendment executed by the Master Owners Association, in which sworn statement it is stated that agreement of the required Owners or members of the Master Owners Association was lawfully obtained.

9.2.5. Amendments made pursuant to the provisions of this Section shall inure to the benefit of and be binding upon Declarant, Developer, all Owners, and Occupants and their respective Mortgagees.

9.3. Binding Effect. Each purchaser or grantee of any interest in any real property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance thereof, agrees that the conditions, covenants, restrictions, easements, and reservations of this Declaration may be amended, terminated, or extended as provided above.

9.4. Effective Date of Declaration. The effective date of this Declaration shall be the date of the filing of the Original Declaration for record in the Office of the Register of Deeds for Richland County, South Carolina.

9.5. Rights of Third Persons. This Declaration shall be recorded solely for the benefit of Declarant, Developer, the Owners, the Occupants, and their respective Mortgagees as herein provided. No adjoining property owner or other Person shall have any right, title or interest whatsoever in Bull Street Neighborhood, this Declaration, the operation or continuation of this Declaration, or the enforcement of any of the provisions hereof; and this Declaration may be amended, modified or otherwise changed in accordance with its terms without the consent, permission or approval of any adjoining owner or third Person.
ARTICLE 10
ESTOPPEL CERTIFICATES

10.1. Estoppel Certificates. Any Owner, any Occupant, the DRB, the Master Owners Association, or Developer shall from time to time, within ten (10) days after receipt of written request from any other Owner, Occupant, the DRB, Developer, or the Master Owners Association (the "Requesting Party"), execute, acknowledge and deliver to the Requesting Party, or to any existing or prospective purchaser or mortgagee designated by the Requesting Party, a certificate (the "Estoppel Certificate") stating, to the extent accurate and applicable:

(1) that the terms and provisions of this Declaration are unmodified and are in full force and effect or, if modified, identifying any modifications;

(2) whether there is any existing default hereunder (or grounds therefor after giving the requisite notice hereunder) by the Requesting Party and, if so, specifying the nature and extent thereof;

(3) whether there are any sums (other than those arising out of the normal course of operation of Bull Street Neighborhood within the previous forty-five (45) days) that the Person executing the Estoppel Certificate owes as an Assessment or is entitled to receive or demand from the Requesting Party, and if there is any such sum, specifying the nature and amount thereof;

(4) the nature and extent of any set-offs, claims, counterclaims, and/or defenses then being asserted or capable of being asserted after giving the notice, if any, required hereunder or otherwise known by the Person executing the Estoppel Certificate against the enforcement of the Requesting Party's obligations hereunder;

(5) the total amount of all sums owed as Assessments hereunder and all liens being asserted or capable of being asserted after giving notice, if any, required hereunder by the Person executing the Estoppel Certificate under the provisions of this Declaration, describing the applicable provision or provisions and the details of any lien claim;

(6) the current address or addresses to which notices given to the Person executing the Estoppel Certificate are to be mailed; and

(7) such other facts or conclusions as may be reasonably requested.

ARTICLE 11
EMINENT DOMAIN AND CASUALTY

11.1. Common Areas and Common Facilities. In the event of damage to, destruction of, or condemnation of all or any portion of the Common Areas or Common Facilities, the provisions of this Section shall govern the repair and restoration thereof.
11.1.1. If the insurance proceeds or condemnation award are sufficient to effect total restoration or replacement, then the Master Owners Association shall cause the Common Areas and the Common Facilities owned by the Association to be so repaired, reconstructed and/or replaced substantially as they previously existed. The Master Owners Association may employ any Person to manage and oversee this work as provided in Section 7.7.

11.1.2. If the insurance proceeds or condemnation award are insufficient to effect total restoration, repair and/or replacement of the Common Areas and Common Facilities owned by the association, then the Board of Directors may (i) cause the Common Areas and Common Facilities owned by the Association to be repaired, reconstructed and/or replaced in a way that utilizes all available insurance proceeds or condemnation award to the extent of those proceeds; or (ii) request the approval of the members of the Master Owners Association for a special Assessment under Section 7.5.3 hereof; or (iii) elect not to rebuild, repair and/or replace the Common Areas and Common Facilities and elect to distribute the available insurance proceeds and condemnation award to the Owners and Developer, and their respective Mortgagees, based upon their respective Distribution Share. In the event the Board of Directors shall elect its option under clause (ii) and the Master Owners Association fails to approve the special Assessment, then the Board of Directors shall proceed under clause (i) or (iii). In the event after any repair, reconstruction and/or replacement there remains any unused insurance proceeds, condemnation award or special Assessments, the Board of Directors, by resolution and without the necessity of the vote of the members of the Master Owners Association, shall determine either (a) to apply the excess or any portion thereof to reduce the subsequent year's general Assessments under Section 7.5.2 hereof; (b) to allocate the same to one or more reserve accounts of the Association described in Section 7.5.2 hereof; or (c) to distribute the excess or any part thereof proportionately to the Owners and Developer, and their respective Mortgagees, based upon their respective Distribution Share.

ARTICLE 12
EASEMENTS

12.1. General Easements. Exclusive easements for the installation, construction, use, maintenance, repair, and/or replacement of (i) underground and above-ground utility lines and other related utility facilities (including, without limitation, water, gas, electric, telephone, cablevision, computer or other communication or telecommunication, sanitary sewer and storm drainage lines and facilities, and other services that may become necessary of appropriate in the future) in the Common Areas (provided other uses may be made of those areas so long as the aforesaid easement rights are not unreasonably impacted by the other uses) and in all public and/or private roads, streets, drives and transit ways; (ii) drainage facilities; (iii) pedestrian walkways; (iv) roads, streets, drives, and transit ways; and (v) any other common facilities that are or may become necessary or desirable to serve all or portions of Bull Street Neighborhood, are hereby reserved by Declarant (for its own benefit and the benefit of Developer) on, over, across, and through all parts of Bull Street Neighborhood, together with rights of access, ingress and egress to effect the same and together with the right and privilege of granting to others rights and easements to use the same.
12.2. **Encroachment Easements.** Declarant hereby reserves for its own benefit and for the benefit of Developer and each Owner and their successors and assigns non-exclusive perpetual easements over all Building Sites and the Common Areas for (i) minor encroachments (that will not substantially interfere with the property encroached upon) created by construction, reconstruction, renovation, settling, shifting or other causes of movement, and (ii) overhangs approved by the DRB.

12.3. **General Construction Easements.** Declarant hereby reserves for its own benefit and for the benefit of Developer and each Owner and their respective successors and assigns non-exclusive perpetual easements over all Building Sites and the Common Areas for access and temporary encroachments by contractors and subcontractors (and the equipment and employees thereof) during construction to the extent reasonably necessary to construct the Improvements on the various Building Sites and the Common Areas; provided, however, (i) Declarant, Developer, Owner, and Occupants and their respective lessees, successors, assigns, employees, and invitees shall exercise their rights under this Section in such a manner as to minimize disruption of all other parties' quiet enjoyment, use, and operation of their respective Building Sites within Bull Street Neighborhood; (ii) any access and encroachment activities permitted by this Section shall be completed as soon as reasonably possible once commenced; (iii) no easement is herein granted to any Owner or Occupant for the storage of materials or equipment upon any other Owner's or Occupant's property; and (iv) each Owner or Occupant exercising its rights under this Section agrees to indemnify the other Owners or Occupants from any loss, costs, damages or expenses incurred by the other Owners or Occupants as a result of the exercise by the indemnifying Owner of its right under this Section.

12.4. **Emergency Access.** Declarant hereby reserves for its own benefit and for the benefit of Developer and each Owner and their respective successors and assigns non-exclusive perpetual easements over all Building Sites and the Common Areas for emergency ingress, egress, and access.

12.5. **Utility Easements.** Prior to such time as the DRB Approves an Owner's Proposed Plans hereunder, Declarant (or Developer, if Developer then owns title to the property in question) shall have the right to reserve for its own benefit and for the benefit of Developer and each Owner and their respective successors and assigns non-exclusive, perpetual easements, rights, and privileges to construct, install, operate, maintain, repair, and replace utility lines and other related utility facilities (including, without limitation, water, gas, electric, telephone, cablevision, computer or other communication or telecommunication, sanitary sewer and storm drainage lines and facilities, and other services that may become necessary of appropriate in the future) on, in, over, across, through, and under certain designated areas of the Owner's Building Site. Subsequent to the date upon which the aforementioned Approvals are granted, Declarant or Developer shall no longer have the right, without the prior Approval of the Owner of the affected Building Site, to establish and create the utility easements referenced in the preceding sentence. Notwithstanding the foregoing, no Owner or Occupant or their respective lessees, successors, assigns, employees, or invitees shall construct, install, operate, maintain, repair and/or replace utility lines and other related utility facilities (including, without limitation, water, gas, electric, telephone, cablevision, computer or other communication or telecommunication, sanitary sewer and storm drainage lines and facilities, and other services that may become necessary of
appropriate in the future) on, in, over, across, through, or under any of the Common Areas, including any public or private roads, streets, drives, or transit ways located outside of the boundaries of any Building Site, without the prior Approval of Developer.

12.6. **Slope Easements.** Prior to such time as the DRB Approves an Owner's Proposed Plans hereunder, Declarant (or Developer, if Developer then owns title to the property in question) shall have the right to reserve for its own benefit and for the benefit of Developer and each Owner and their respective successors and assigns on all portions of Bull Street Neighborhood lying within twenty-five (25) feet of any roadway perpetual and/or temporary slope easements for the purpose of providing reasonable and adequate lateral support for the roadways or portions of Bull Street Neighborhood adjacent to such roadways. Subsequent to the date upon which the aforementioned Approvals are granted, Declarant or Developer shall no longer have the right, without the prior Approval of the Owner of the affected Building Site, to establish and create the slope easement referenced in the preceding sentence.

12.7. **Signage Easements.** Declarant hereby reserves for its own benefit and for the benefit of Developer easements for the location, erection, maintenance, use, installation and removal of one or more street, traffic, directional, Project identification, and other related signs on and over all Building Sites and Buildings located thereon; provided, however, nothing contained in this Section shall permit the location, erection, maintenance, use, and/or installation of signs if the location, erection, maintenance, use, and/or installation would cause the signage to materially obstruct access to or visibility of any Building located on the Building Site.

12.8. **Grading Easements.** Declarant hereby reserves for its own benefit and for the benefit of Developer and each Owner and their respective successors and assigns non-exclusive easements over the Common Areas for grading purposes during construction to the extent reasonably necessary to construct the contemplated Improvements; provided, however, (i) each Owner, Declarant, and Developer shall exercise its rights under this Section in such a manner as to minimize disruption of Declarant’s, the other Owners’, or Developer's quiet enjoyment, use and operation of their respective portions of Bull Street Neighborhood; (ii) any grading activities permitted by this Section shall be completed as soon as reasonably possible once commenced; (iii) no easement is herein granted to Declarant, any Owner or to Developer for the storage of materials or equipment upon any other Owner's or Declarant’s or Developer's property or the Common Areas; and (iv) Declarant, each Owner or Developer who exercises its rights under this Section agrees to hereby indemnify the other Owners or Declarant or Developer from any losses, costs, damages or expenses incurred by the other Owners, Declarant or Developer as a result of the exercise by the indemnifying Owner or Declarant or Developer of its rights under this Section. Under no circumstances shall any grading occur on any of the Common Areas without Developer’s consent, which consent may be conditioned or withheld for any reason.

12.9. **Cross Utility Easements.** Declarant hereby reserves for its own benefit and for the benefit of Developer, each Owner and their respective successors and assigns non-exclusive, perpetual easements, rights and privileges of ingress, egress, access, passage and use, on, over and across those portions of adjacent Building Site(s) that contain utility systems, structures, lines, pipes and other related utility Improvements that are shared and utilized by both Building Sites (the "Shared Facilities") for the purpose of installing, maintaining, operating, repairing or
replacing said Shared Facilities; provided, however, the easement in this Section shall terminate at such time, if ever, as the Shared Facilities are dedicated to a Governmental Authority or utility provider.

12.10. Easements for Enforcement. Declarant hereby declares, establishes, creates, and reserves for Developer, the Master Owners Association, and the DRB, as the case may be, non-exclusive, perpetual easements for and of access to the applicable areas of Bull Street Neighborhood to undertake any inspections authorized pursuant to Section 13.5 hereof and to take any enforcement actions authorized pursuant to Section 13.3 and Section 13.5 hereof; provided, however, that Developer, the Master Owners Association, and the DRB shall not have the right to exercise the easements established, created, and reserved in this Section with respect to any Residential Unit or apartment except in situations in which Developer, the Master Owners Association, and/or the DRB, as the case may be, in their sole but reasonable discretion, determine that an emergency exists. Any entry and access pursuant to this Section shall not constitute a trespass.

12.11. Access. All easements reserved and established in this Article shall include the rights of ingress and egress; provided that any damage to a Building Site or Improvements thereon resulting from the installation, maintenance, or repair of any underground utilities, supply and transmission lines, or drainage facilities shall be repaired or replaced at the expense of the party that undertook the activities causing the damage.

12.12. Dedication of Easements for Utilities and Roadways. Declarant (or Developer to the extent that Developer has acquired the property in question) shall have the exclusive right and power (i) to convey or dedicate all or any part of the Common Areas, the Common Facilities, rights of way, streets, ways, utilities, and any of the easements reserved and established by this Declaration, to public use and benefit and/or to the Master Owners Association; (ii) to grant easements over and across any of the Common Areas or any of the roads, streets, drives, and/or transit ways within Bull Street Neighborhood for access, ingress, and egress to and from any portion of Bull Street Neighborhood; (iii) to grant easements on, in, under, over, through, and across any of the Common Areas, the Common Facilities or any of the roads, streets, drives, and/or transit ways located within Bull Street Neighborhood for the purposes of installing, replacing, repairing, maintaining and using master television antenna systems, internet, security and similar systems, and all utilities, including, but not limited to, electrical, gas, communication, water, sanitary sewer, and storm drainage lines and related facilities; (iv) to permit any Governmental Authority or utility to exercise any of the rights and easements reserved and established in this Declaration; and (v) to grant such other easements with respect to the Common Areas as Declarant (or Developer to the extent that Developer has acquired the property in question) may Approve. Declarant (or Developer to the extent that Developer has acquired the property in question) shall also have the sole and exclusive right and power (but not the obligation) to reserve, in connection with any of the conveyances and dedications referenced in this Section, exclusive subsurface and above-ground rights, as the case may be, to own, operate, use, connect to, repair and/or replace any and all utility lines, cables, devices and related utility facilities (including, but not limited to, water, gas, electric, telephone, cablevision, computer or other communication or telecommunication, and sanitary sewer and storm drainage lines and facilities). Consistent with the definition of "Developer" in Section 1.1,
Declarant agrees to exercise the powers set forth in this Section in accordance with the requests of Developer.

12.13. **Installation, Maintenance and Repair.** Developer, the Master Owners Association, each and every Owner and Occupant and any other Person exercising their respective rights under the easements granted, reserved and created in this Article agree to, with and for the benefit of Developer, the DRB, the Master Owners Association and the other Owners that any and all construction, installation, repair, replacement, relocation and maintenance of any streets, roads, driveways, walkways, sidewalks, trails, paths, connections, utility lines, signs and other facilities (i) shall be done by, and at the sole cost and expense of, the Person so exercising its rights under this Article; (ii) shall be done only upon reasonable notice to the Owner whose Building Site is so affected; and (iii) shall be done in a manner so as to minimize, to the extent reasonably possible, any interruption and interference to the Owners in the normal operation of their properties and the Improvements thereon. After the completion of any construction, installation, repair, replacement, relocation and maintenance of any streets, roads, driveways, walkways, sidewalks, trails, paths, connections, utility lines, signs, and other facilities, the Building Site on, over, under or through which the work was done shall be left in a clean and good condition, with all debris removed therefrom, with trenches and cuts properly filled, with any plants, shrubbery or other landscaping that may have been disturbed by the work restored to their former condition, and with all area within which dirt has been exposed, reseeded.

12.14. **No Rights in Public Generally.** The easements and rights created in this Article do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public.

12.15. **Rights of Other Parties.** Each of the easements created, granted, conveyed, and/or reserved pursuant to this Article may be utilized by the lessees, employees, invitees, permittees, contractors, subcontractors, assigns, and successors of each Owner, Occupant, and/or Developer, as the case may be.

12.16. **Scope of Easements.** Each of the easements created by this Declaration shall (unless expressly provided herein to the contrary) be perpetual in duration and shall, both as to the benefits and the burdens thereof, run with the title to, and burden the title to, the property identified.

**ARTICLE 13**

**ENFORCEMENT**

13.1. **Responsibility of Owner.** Each Owner shall be responsible for compliance with the terms, provisions, and conditions of this Declaration by its Occupants, employees, agents, independent contractors, tenants, customers, invitees, and visitors.

13.2. **Failure to Pay Assessments.** If any Assessment is not paid when due, the applicable Owner and the Building Site shall be subject to the provisions of Section 7.5 hereof.
13.3. **Nonmonetary Violations.** If any Owner or Occupant shall violate or breach any of the provisions, covenants, conditions, restrictions, and/or obligations set forth in this Declaration, and the breach or violation is not cured within fifteen (15) Business Days after the Owner or Occupant has received written notice from one or more of the DRB, the Master Owners Association, Developer, or another Owner or Occupant (all such parties joining in the notice being collectively referred to as the "Notifying Owner") of the breach or violation, the Notifying Owner shall be entitled to: (i) institute and prosecute proceedings for the recovery of damages against the Owner or Occupant for the violation or breach; (ii) institute and prosecute proceedings for the purpose of preventing or enjoining any violation or breach or attempted violation or breach of the provisions, covenants, conditions, restrictions, and/or obligations set forth in this Declaration; (iii) bring a suit for specific performance of the same; (iv) terminate services provided to the Owner or Occupant by the Notifying Owner; (v) terminate the right of the Owner or Occupant to the use of Common Areas; and/or (vi) to the extent applicable, exercise those rights and remedies set forth in Section 13.6 hereof; provided, however, if the breach or violation is not cured within the aforementioned notice and cure period and the Owner or Occupant is diligently prosecuting to completion the cure of the breach or violation, the Notifying Owner shall not be entitled to exercise the remedies set forth in subsections (i), (iv), (v) and (vi) of this Section. Except as otherwise provided for in this Declaration, these remedies shall be cumulative of and in addition to any and all other remedies expressly provided for in this Declaration or that otherwise may now or hereafter be available at law or in equity, separately, concurrently, or in any combination.

13.4. **Failure to Enforce Not a Waiver.** The failure of the DRB, the Master Owners Association, Developer, or another Owner to enforce any of the provisions, covenants, conditions, restrictions, and/or obligations set forth in this Declaration shall in no event be deemed to be or constitute a waiver of the right to thereafter enforce the same as to any continuing or subsequent violation or breach or attempted violation or breach of the same provision, covenant, condition, restriction and/or obligation, whether occurring prior or subsequent thereto. No suit shall lie against the DRB, the Master Owners Association, Developer, or any Owner for any failure, refusal, or omission to institute or join in any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.

13.5. **Inspection.** Subsequent to reasonable notice to the applicable Owner, the DRB, the Master Owners Association, Developer, and their authorized representatives may from time to time at any reasonable hour or hours, enter and inspect any Building or Building Site to ascertain compliance with this Declaration and any other documents promulgated pursuant hereto.

13.6. **Right to Enter and Cure.**

13.6.1. If any Owner or Occupant violates or breaches any covenant, provision, condition, restriction, and/or obligation contained herein or in any other document promulgated pursuant hereto and fails to cure the same within fifteen (15) Business Days after the Owner has received written notice from the DRB, the Master Owners Association, or Developer of the same (or without notice if the DRB, the Master Owners Association, or Developer, in its sole but reasonable discretion, determines that the violation or breach has resulted in an emergency situation that poses an immediate risk to any Persons or property), the DRB, the Master Owner's
Association, and/or Developer shall have the right to enter upon the Building Site and summarily abate and remove, at the expense of the Owner or Occupant thereof, any structure, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof or any documents promulgated pursuant hereto, or to do anything that should have been done by an Owner or Occupant hereunder or under any other document promulgated pursuant hereto; provided, however, notwithstanding anything to the contrary contained in this Section, the DRB, the Master Owners Association, and Developer shall not have the right under this Section to enter upon any applicable Building Site to summarily abate and remove any structure or thing that is attached to, connected to, or a part of any Building on the Building Site if the structure or thing has been previously Approved by the DRB pursuant to this Declaration. Notwithstanding any other provision contained in this Section, if a breach or violation is not cured within the notice and cure period set forth in this Section, the DRB, the Master Owners Association, and Developer shall not be entitled to exercise the rights conferred upon them in this Section so long as the Owner or Occupant is diligently prosecuting to completion the cure of the breach or violation, unless the DRB, the Master Owners Association, and/or Developer, in their sole but reasonable discretion, determine that the violation or breach has resulted in an emergency situation.

13.6.2. By purchasing or leasing property subject to this Declaration, each Owner or Occupant binds itself, its successors and assigns, to pay to the DRB, the Master Owners Association, or Developer, as the case may be, the actual cost incurred or required to cure any violation hereunder, together with liquidated damages equal to ten (10%) percent of the cost, which damages are to be applied toward defraying the cost of enforcing this provision. In addition, the amounts expended by the DRB, the Master Owners Association, and/or Developer in accordance with this Section shall be Assessments against the Building Site on which the violation occurred.

13.7. Attorney's Fees. Any Owner or Occupant shall be obligated to pay reasonable attorney's fees and related costs and expenses, including court costs, actually incurred by the DRB, the Master Owners Association, or Developer, as the case may be, in bringing an action against the Owner or Occupant for the enforcement of the provisions of this Declaration, to the extent the DRB, the Master Owners Association, or Developer is the prevailing party in the action.

13.8. Assessments. All sums expended by the DRB, the Master Owners Association, or Developer in enforcing this Declaration, including without limitation sums expended pursuant to Section 13.6 hereof, shall be immediately due and payable by the Owner or Occupant in violation, shall be deemed Assessments against the Owner or Occupant and the Owner's or Occupant's Building Site(s), and shall constitute a lien and be subject to enforcement and collection as provided in Section 7.5.

13.9. Remedies Cumulative. The remedies provided herein shall be in addition to and not in substitution for any rights and remedies now or hereafter existing at law or in equity. The remedies provided herein or otherwise available shall be cumulative and may be exercised concurrently. The failure to exercise any one of the remedies provided herein shall not constitute
a waiver thereof, nor shall use of any of the remedies provided herein prevent the subsequent or concurrent resort to any other remedy or remedies.

ARTICLE 14
SALES OF BULL STREET PROPERTY INTERESTS

14.1. Right of First Refusal: In the event an Owner other than Declarant or Developer proposes at any time to sell a Building Site and the Improvements thereon in Bull Street Neighborhood, the owner shall first notify Developer and provide Developer with copies of an executed sales agreement identifying the proposed purchaser and setting out the purchase price and any other material financial terms of the proposed sale. Developer shall have thirty (30) days within which to exercise an option to purchase (or to designate an assignee to purchase) the Building Site at the same purchase price and on the same material financial terms contained in the third party sales agreement. During the option period, Developer shall have full access to the Building Site upon reasonable notice for purposes of inspection and appraisal.

If Developer exercises its option by notice to the Owner, the closing of the sale to Developer or Developer’s designee shall occur on or before the date designated in the third party sales agreement, but in no event earlier than sixty (60) days after the initial notice to Developer of the proposed sale, at a location in Richland County designated by the purchaser. The Owner shall appear at the closing and execute a deed and all other closing papers necessary to complete the sale, including without limitation affidavits required for the issuance of title insurance to the purchaser. From the sales price, all liens and encumbrances on the property shall be paid, so that the purchaser shall receive a good, marketable, insurable fee simple title to the property. The sale shall be subject to the payment by the Owner of a commission as provided in Section 14.2 below. The Owner shall also pay for preparation of the deed, the statutory recording fee, and other closing costs typically allocated to the seller in commercial closings in the local market. The balance of the sales price shall then be paid to the Owner.

If Developer does not exercise its option to purchase the Building Site within the time period provided above, then the Owner may sell the lot, but only to the proposed purchaser and only at the price and on the terms and conditions in the sales agreement provided to Developer. If the sale to the identified purchaser is not closed on the identified terms within six months of the initial notice, then the right to sell shall terminate, and any future sale shall again be subject to the provisions of this Section.

This Section shall not apply to or affect a mortgage of the Building Site in connection with a financing transaction; a foreclosure by such a mortgagee or the acceptance of a deed in lieu of foreclosure; or a foreclosure sale (provided Developer is given at least ten days written notice of the sale). This Section shall, however, apply to a sale by the mortgagee or its designee after acquiring title through a foreclosure sale or a deed in lieu of foreclosure.

Upon the receipt of information demonstrating that a proposed sale or transfer comes within one of the above exceptions, or upon the failure of Developer to exercise an option under this Section, Developer upon request shall execute an appropriate acknowledgment or release of any rights under this Section.
14.2. **Listing Agreement**: Whenever any owner of a Building Site or any owner of a Commercial Unit or a Residential Unit in Bull Street Neighborhood desires to sell or otherwise transfer the Building Site or Unit to another party, the owner shall list the property with Developer as its real estate broker or, if Developer does not maintain a broker’s license, shall list the property with a broker designated by Developer to handle Bull Street Neighborhood sales (the “Designated Broker”). The Designated Broker may be affiliated with Developer, and Developer may change the Designated Broker at any time. The commission payable to Developer or the Designated Broker shall be at a market rate based on the gross cash sales price upon the sale of the property interest in question. Developer or the Designated Broker will pay an agreed commission to any selling or cooperating broker from its commission.

An Owner of a Building Site or an owner of a Commercial Unit or Residential Unit shall not be precluded from listing his or her property with another listing broker in addition to Developer or the Designated Broker. The compensation paid to any additional listing broker shall not affect the commission payable to Developer or the Designated Broker, and the commission of any selling or cooperating broker shall be paid in two equal shares from the commission of Developer or the Designated Broker and the commission of the additional listing broker. Any offer secured by the additional listing broker shall be submitted to Developer or the Designated Broker for review before execution, and Developer or the Designated Broker shall participate in the closing.

This Section shall not apply to or affect sales or transfers in the following categories:

(a) The sale of any Building Site by Declarant or Developer to an Owner;
(b) The first sale of any completed Residential Unit or Commercial Unit;
(c) The sale or transfer of any Building Site, Residential Lot, Residential Unit, Commercial Lot or Commercial Unit, or any portion thereof, to the spouse or a direct linear descendant of the Person selling or transferring the property;
(d) The transfer of any Building Site, Residential Lot, Residential Unit, Commercial Lot or Commercial Unit, or any portion thereof, to a trust whose beneficiaries are solely the spouse and direct linear descendants of the Person selling or transferring the property;
(e) The transfer of any Building Site, Residential Lot, Residential Unit, Commercial Lot or Commercial Unit, or any portion thereof, to an entity in which the Person transferring the property owns, directly or indirectly, not less than fifty one percent (51%) of the ownership interests in the entity;
(f) The transfer of any Building Site, Residential Lot, Residential Unit, Commercial Lot or Commercial Unit, or any portion thereof, to an entity that owns, directly or indirectly, not less than fifty one percent (51%) of the ownership interests in the Person transferring the property;
(g) A Mortgagee acquiring title to a Building Site, Residential Lot, Residential Unit, Commercial Lot or Commercial Unit or a portion thereof pursuant to a foreclosure action or a conveyance in lieu of foreclosure; this Section shall, however, apply to a sale by the Mortgagee or its designee after acquiring title through a foreclosure action or a deed in lieu of foreclosure; or
(h) Any transfer as to which the Developer, in its sole discretion, waives in writing the provisions of this Section.

Except for sales or transfers described in (a) and (b) above, as to which no notice shall be required, any Person intending to consummate a transaction which it believes is exempt from the provisions of this Section shall provide Developer at least thirty (30) days prior written notice of the transaction, together with sufficient documentation to establish that the transaction is exempt. If the transaction is determined to be exempt, any subsequent sale or transfer of the same property, or any portion thereof, shall again be subject to the provisions of this Section unless the subsequent sale or transfer independently qualifies as an exempt transaction under this Section.

The provisions of this Section may be modified by Developer with respect to a particular Building Site in the Building Site Declaration for that Building Site. The terms of this Section, including any applicable modification in a Building Site Declaration, shall be a covenant that runs with the land and is binding upon all subsequent Owners of Building Sites and owners of Commercial Units and Residential Units in Bull Street Neighborhood. If the commission payable to Developer or the Designated Broker is not paid upon a sale covered by this Section, it may be collected by Developer, on behalf of Developer or the Designated Broker, as an Assessment against the Owner of the Building Site or the owner of the Commercial Unit or Residential Unit, including the purchasing Owner or owner, and shall be subject to the enforcement provisions of Article 13.

14.3. Community Enhancement Fee. Except for transactions which are specifically excluded below, upon the sale or transfer of title to any Building Site, Residential Lot, Residential Unit, Commercial Lot or Commercial Unit or any portion thereof, a Community Enhancement Fee shall be due and payable at the time of closing of the sale or transfer. The Community Enhancement Fee shall be due from the Purchaser and shall be determined by the Master Owners Association on an annual basis in the same manner as the Common Expenses budget is determined pursuant to Article 7 but shall not exceed one-quarter of one percent (0.25%) of the total sales price. The Community Enhancement Fee shall be paid to the Master Owners Association and shall be used by the Master Owners Association, in its sole discretion, for any purpose or purposes for which Assessments authorized under Section 7.5 may be used. The purchasing and/or selling Owner shall provide the Master Owners Association with reasonable written documentation of the sales price. The purchaser or the closing attorney shall be responsible for delivery of the Community Enhancement Fee to the Master Owners Association. If the Community Enhancement Fee is not paid and delivered at closing, the amount due shall be a lien against the real property sold or transferred and shall bear interest and be collectible as an Assessment in accordance with the provisions of Section 7.5.

Notwithstanding the foregoing, the Community Enhancement Fee shall not be due and payable for the following transactions:

(a) The sale of any Building Site by Declarant or Developer to an Owner;
(b) The first sale of any completed Residential Unit or Commercial Unit;
(c) The sale or transfer of any Building Site, Residential Lot, Residential Unit, Commercial Lot or Commercial Unit, or any portion thereof, to the spouse or a direct linear descendant of the Person selling or transferring the property;

(d) The transfer of any Building Site, Residential Lot, Residential Unit, Commercial Lot or Commercial Unit, or any portion thereof, to a trust whose beneficiaries are solely the spouse and direct linear descendants of the Person selling or transferring the property;

(e) The transfer of any Building Site, Residential Lot, Residential Unit, Commercial Lot or Commercial Unit, or any portion thereof, to an entity in which the Person transferring the property owns, directly or indirectly, not less than fifty one percent (51%) of the ownership interests in the entity;

(f) The transfer of any Building Site, Residential Lot, Residential Unit, Commercial Lot or Commercial Unit, or any portion thereof, to an entity that owns, directly or indirectly, not less than fifty one percent (51%) of the ownership interests in the Person transferring the property;

(g) A Mortgagee acquiring title to a Building Site, Residential Lot, Residential Unit, Commercial Lot or Commercial Unit or a portion thereof pursuant to a foreclosure action or a conveyance in lieu of foreclosure; this Section shall, however, apply to a sale by the Mortgagee or its designee after acquiring title through a foreclosure action or a deed in lieu of foreclosure;

(h) Any transfer as to which the Developer, in its sole discretion, waives in writing the Community Enhancement Fee; or

(i) Any transfer as to which the Master Owners Association, in its sole discretion, waives in writing the Community Enhancement Fee.

Except for sales or transfers described in (a) and (b) above, as to which no notice shall be required, any Person intending to consummate a transaction which it believes is exempt from payment of the Community Enhancement Fee shall provide the Master Owners Association at least thirty (30) days prior written notice of the transaction, together with sufficient documentation to establish that the transaction is exempt. If the transaction is determined to be exempt, any subsequent sale or transfer of the same property, or any portion thereof, shall again be subject to payment of the Community Enhancement Fee unless the subsequent sale or transfer independently qualifies as an exempt transaction under this Section.

The provisions of this Section may be modified by Developer with respect to a particular Building Site in the Building Site Declaration for that Building Site. The terms of this Section, including any applicable modification in a Building Site Declaration, shall be a covenant that runs with the land and is binding upon all subsequent Owners of Building Sites and owners of Commercial Units and Residential Units in Bull Street Neighborhood. If the Community Enhancement Fee is not paid upon a sale covered by this Section, it may be collected by the Master Owners Association as an Assessment against the Owner of the Building Site or the owner of the Commercial Unit or Residential Unit, including the purchasing Owner or owner, and shall be subject to the enforcement provisions of Article 13.
ARTICLE 15
MISCELLANEOUS

15.1. Governing Law. This Declaration concerns real property located in the State of South Carolina and shall be governed by and interpreted in accordance with the laws of the State of South Carolina. The venue for any action or suit brought against any Owner or Occupant relating to this Declaration or the enforcement of any provisions hereof shall be Richland County, South Carolina.

15.2. Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Declaration, or any portion thereof, shall not affect the remaining portions of this Declaration, or any part hereof, and this Declaration shall be modified to substitute in lieu of the invalid provision a like and valid provision that reflects the intent of Declarant and Developer with respect to the covenant, agreement, condition or provision that has been deemed or determined to be invalid.

15.3. Waiver. No consent or waiver, express or implied, by any Owner or Occupant to or of any breach or default by any other Owner or Occupant in the performance of any obligations under this Declaration shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by the other Owner or Occupant of the same or any other obligations under this Declaration. Failure on the part of any Owner or Occupant to complain of any act or failure to act of any other Owner or Occupant or to declare the other Owner or Occupant in default, irrespective of how long the failure continues, shall not constitute a waiver by the Owner or Occupant of the rights thereof under this Declaration.

15.4. Conflicts. The Bull Street Code, other zoning requirements, applicable building and inspection codes and regulations, and any and all other Requirements of a Governmental Authority shall be observed. In the event of any conflict among this Declaration, any of the Building Site Declarations, and any Requirements of a Governmental Authority, the provisions that require more restrictive standards shall apply.

15.5. Unavoidable Delays. No Person shall be deemed to be in default in the performance of any obligation created under or pursuant to this Declaration, other than an obligation requiring the payment of a sum of money, if and so long as non-performance of the obligation shall be caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, strikes, material adverse weather conditions, inability to obtain labor or materials, war or national defense preemptions, acts of God, delays in obtaining applicable approvals pursuant to any Requirement of a Governmental Authority (so long as the approvals are being diligently pursued), energy shortages or similar causes beyond the reasonable control of that Person ("Unavoidable Delays"); and the time limit for performance shall be extended for a period equal to the period of the Unavoidable Delay. The Person unable to perform (the "Non-Performing Party") shall notify any other Person affected by the Unavoidable Delay (including Developer, the Master Owners Association, and any other Owners or Occupants) in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any the Unavoidable Delay. The Non-Performing Party shall
keep any Person affected by the Unavoidable Delay fully informed, in writing, of all further developments concerning any the Unavoidable Delay.

15.6. **No Reverter.** No covenant or restriction set forth in this Declaration is intended to be or shall be construed as a condition subsequent, a conditional limitation, or as creating a possibility of reverter.

15.7. **Terminology.** All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. All references in this Declaration to Articles, Sections or Subsections shall refer to the corresponding Article, Section or Subsection of this Declaration unless specific reference is made to the articles, sections or subdivisions of another document or instrument.

15.8. **Grants and Agreements.** The grants, reservations, creation and establishment of the easements, rights and privileges in this Declaration are independent of any contractual agreements or undertakings hereunder, and a breach by Declarant, Developer, any Owner or any Occupant of any such contractual agreements or undertakings shall not cause or result in a forfeiture, termination or reversion of the easements, rights and privileges created by this Declaration.

15.9. **Interpretations.** In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction that will best effect the intent of the purpose set forth in Article 2 hereof. No provision of this Declaration shall be construed against or interpreted to the disadvantage of any Owner, including, without limitation, Declarant or Developer, by any court or other Governmental Authority by reason of that Owner's having or being deemed to have structured or dictated the provision.

15.10. **Captions.** The captions of each Article, Section and paragraph hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article, Section or paragraph to which they refer.

15.11. **Rule Against Perpetuities.** It is the understanding, intent and desire of Declarant and Developer that the provisions of this Declaration do not and shall not violate the Uniform Statutory Rule Against Perpetuities or any other rule of law with respect to remoteness of vesting of property interests, and Declarant and Developer hereby covenant not to make any contrary assertion, contention, claim or counterclaim, or seek the benefit of the Uniform Statutory Rule Against Perpetuities or other such rule of law, in any action, suit or other legal proceeding involving this Declaration. In the event, however, that the Uniform Statutory Rule Against Perpetuities, or any rule of law with respect to remoteness of vesting of property interests, shall limit the time within which any property interest granted herein must vest, then the vesting shall occur only within the period of time permitted for the vesting by the Uniform Statutory Rule Against Perpetuities or such other rule of law, which period of time shall be measured as that period commencing on the date of this Declaration and terminating on the date that is the later of ninety (90) years from the date of this instrument or twenty-one (21) years from and after the date of the death of the last survivor of the now living descendants of (i) Barack Obama,
President of the United States; and (ii) Her Majesty Queen Elizabeth II, Queen of the United Kingdom of Great Britain and Northern Ireland. In the event that the future vesting of such property rights ever shall be so limited in time, Declarant and Developer hereby state their further intent and desire to amend or supplement this Declaration, if and to the extent permitted by law, at some future time to cause the future property rights to be valid, enforceable and exercisable throughout the term of this Declaration.

15.12. Mortgagee Rights. Any Mortgagee shall have the right to enforce or perform any rights or obligations of any Owner or Occupant hereunder to the same extent as the Owner or Occupant of the portion of Project encumbered by the Mortgagee's Mortgage may do so hereunder; provided, however, that no Mortgagee may exercise the voting rights of any Owner or Occupant hereunder. The breach of any covenants or restrictions contained in this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith, but all of the provisions, restrictions and conditions contained herein shall be binding upon and effective against any Owner or Occupant of any portion of Bull Street Neighborhood that acquires title by Foreclosure.

15.13. Exhibits. All exhibits referred to herein and attached hereto are deemed incorporated herein by reference with the same force and effect as if each exhibit were set forth in the body of this Declaration in its entirety.

15.14. Successors and Assigns. This Declaration is and shall be binding upon and shall inure to the benefit of each of the parties hereto, each Owner and Occupant of Bull Street Neighborhood, and their respective successors, assigns, heirs, administrators, executors, and legal representatives.

15.15. Notice. Any and all notices, elections or demands permitted or required to be made under this Declaration shall be in writing, signed by the party giving the notice, election or demand, and shall be delivered by hand delivery (in which case a written, signed receipt shall be obtained), by overnight delivery service providing proof of delivery (such as Airborne, Federal Express, UPS or similar service) for next day delivery, delivery charges prepaid, or by certified mail, return receipt requested, to the other party at the address set forth below, or at such other address within the continental United States of America as the party may designate in writing in accordance with the provisions hereof.

Notices to Developer shall be addressed to:

For hand delivery or overnight delivery service:
Bull Street Neighborhood Development, LLC.

For certified mail, return receipt requested:
Bull Street Neighborhood Development, LLC.
Notices to the Master Owners Association shall be addressed to:

For hand delivery or overnight delivery service:
The Master Owners Association, Inc.
c/o Bull Street Neighborhood Development, LLC.

For certified mail, return receipt requested:
The Master Owners Association
c/o Bull Street Neighborhood Development, LLC.

Notices to the DRB shall be addressed to:

For hand delivery or overnight delivery service:
Development Review Board
c/o Bull Street Neighborhood Development, LLC.

For certified mail, return receipt requested:
Development Review Board
c/o Bull Street Neighborhood Development, LLC.

15.16. Right to Transfer Developer’s Interests. Any or all of Developer's rights and obligations set forth in this Declaration or the by-laws may be transferred or assigned in whole or in part to other Persons; provided, however, the transfer or assignment shall not release Developer from liability for any of Developer's obligations accruing hereunder prior to the date of the transfer, reduce an obligation, or enlarge a right beyond that which Developer has under this Declaration or the by-laws, as the case may be. No transfer or assignment shall be effective unless it is evidenced by a written instrument signed by Developer and the Person to whom the assignment is made and filed in the Office of the Register of Deeds Office for Richland County, South Carolina.
15.17. **Time of Essence.** Time is of the essence with respect to this Declaration and every provision hereof.

[SIGNATURE ON NEXT PAGE]
IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed and delivered the date first above written.

**DECLARANT:**

Signed, sealed and delivered in the presence of:

___________________________________________________________

Witness

___________________________________________________________

Witness

**DEPARTMENT OF MENTAL HEALTH**

(SEAL)

By: ____________________________

Title: ____________________________

**STATE OF SOUTH CAROLINA**

§

**COUNTY OF RICHLAND**

§

**ACKNOWLEDGMENT**

The foregoing Declaration was acknowledged before me this ___ day of __________, 2012, by __________________ as __________________________ of the Department of Mental Health, an agency of the State of South Carolina, on behalf of the Department.

___________________________________________________________

Notary Public for South Carolina

My Commission Expires: ____________________________
DEVELOPER CONSENT

Developer hereby consents to and joins in this Declaration and agrees to the terms, conditions and provisions hereof.

DEVELOPER:

WITNESSES: BULL STREET NEIGHBORHOOD DEVELOPMENT, LLC.

A South Carolina limited liability company

Witness

By: _________________________________

Robert E. Hughes, Jr., President

Witness

STATE OF SOUTH CAROLINA  §

COUNTY OF RICHLAND   §

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ___ day of ____________, 2012, by Robert E. Hughes, Jr., President of Bull Street Neighborhood Development, LLC., a South Carolina limited liability company, on behalf of the company.

________________________________________
Notary Public for South Carolina
My Commission Expires: ___________________
EXHIBIT A

[Descriptions will be inserted as pieces are taken down.]
ATTACHMENT D
BULL STREET NEIGHBORHOOD PLAT OF SURVEY
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