

OXNER & STACY, P.A.
ATTORNEYS AND COUNSELORS AT LAW
90 WALL STREET - UNIT B
PAWLEYS ISLAND, SC 29585
TELE: (843) 235-6747 • FAX: (843) 235-6650

HARRY A. OXNER
DANIEL W. STACY, JR.

RECEIVED
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GEORGETOWN OFFICE:
235 CHURCH STREET
POST OFFICE BOX 481
GEORGETOWN, SC 29442-0481
TELE: (843) 527-8020
FAX: (843) 485-4121

REPLY TO:
PAWLEYS ISLAND OFFICE

February 20, 2018

Lisa Hergenrother
Waccamaw Management, LLC
Post Office Box 2308
Pawleys Island, SC 29585

Re: Willbrook Plantation Community Association, Inc. (the "Association")
Golf Course at Willbrook Plantation
O.S. File #18-1113

Dear Lisa:

At your request, on behalf of the Association, I have reviewed the pertinent and applicable documents regarding the golf course and its relationship to the residential components of Willbrook Plantation.

The two main documents from a covenants standpoint are the General Covenants for Properties at Willbrook Plantation recorded in the Office of the Register of Deeds for Georgetown County in Deed Book 246 at Page 743 and the Declaration for Willbrook Plantation Community Association, Inc. recorded in the Office of the Register of Deeds for Georgetown County in Deed Book 246 at Page 758. The pertinent provisions of the General Covenants can be found in Article II Section 1 which provides that any construction to be undertaken at Willbrook Plantation shall be subject to architectural review covenants which cover all vertical construction, tree removal and siting of any structures on properties. This would be applicable to the golf course property in the event there was a decision or an attempt to repurpose or redevelop the golf course. The Association would have an architectural review right for any of the structures or changes proposed. The covenants provide you can reject said proposals on purely aesthetic reasons.

The other pertinent provisions will be found in the Declaration of Willbrook Plantation Community Association, Inc. A review of Article I, Section L establishes an "intended for use" definition which sets forth that the recordation of a plat identifying the use of certain sections of Willbrook establishes the intended use thereof. There are certainly multiple golf course plats recorded which I will address below. Article I, Section M refers to a Master Plan which tracks

language very similar to that “intended for use” definition which indicates that the original developer had lots of flexibility with respect to the Master Plan, but once a recorded plat was placed of record, that was to be the intended use of that section. Similarly, in Article I, Section U, there is a commercial site designation provision which tracks the provisions of Sections L and M above and carries through with the concept that the intended use and preferred use of said sections of Willbrook would be determined by the recordation of a plat. Also, in Article VII of this document, there are much more detailed architectural review restrictions which would require the approval of the owners’ association for any change to any structures related to the golf course or any repurpose or redevelopment of the golf course. Your Association received an assignment of these Declarant rights and all rights of the original developer from The Litchfield Company as it ceased its development activities and transitioned into a brokerage and sales company so, therefore, this approved authority wholly belongs to the Association and the golf course would be subject to it. There are provisions for the amendment of these documents. Those amendments require super majority votes of all of the owners subjected to the covenants. Please also note that in addition to the Association, any owner has the right to enforce these covenants or attempt to enforce these covenants individually.

In addition to your development documents discussed above, this property (Willbrook Plantation) is part of a mixed use planned development zoning classification pursuant to Georgetown County. I went to the County offices and reviewed the planned development district documents for Willbrook, and while there is no narrative setting forth the specific types and kinds of uses that can be allotted within Willbrook Plantation, all of the recorded plats and documentation regarding the golf course clearly designates the Willbrook Golf Course as such. In order to rezone this piece of property or to effectuate a “major change” to the planned development, in the event a golf course redevelopment was attempted, the golf course owner would be required to submit notices to all property owners within four hundred (400’) feet of the property being rezoned or repurposed to provide public notice of the pending request. From there, the request would go to the Planning Commission for a public hearing and a recommendation by the Planning Commission to County Council as to whether the change should be adopted or not. Staff would make a recommendation as well. From there, the process moves to County Council where there would be three (3) readings with the opportunity for public input at each reading of the proposed amendment. The second reading would be the substantive reading where the merits of the project would be discussed in detail. Members of Willbrook Plantation would have ample opportunity to speak at each of these public hearings. Generally speaking, the Council member who represents the district in which the property being rezoned or changed is located is given great deference by the other members of Council as to whether they will approve or not. Therefore, were there to be an attempt to rezone the golf course or enact a “major change” to the PD to allow for redevelopment, communication would be necessary with the Councilman who represents the district, including petitions, one-on-one meetings and community input.

In summary, it is theoretically possible for this golf course to be repurposed and redeveloped into something other than a golf course property. However, said activity would require significant work among the Association, accord and agreement of the Association and the political process of rezoning. While it is theoretically possible to rezone and repurpose this golf course, it would be very difficult to do so given the organized opposition that would be placed to bear during the political process as well as the covenants requiring architectural review restrictions

and recorded amendments in the County Planning Department designating this area as a commercial unit, golf course or as an area intended for use as a golf course.

At this point, I would only encourage the Association to monitor the situation, keeping in mind that if there is some effort to be made you would get notices from the applicant should they attempt to modify the zoning. That would begin the notice process and give the time and capacity to organize the Association in opposition.

Please let me know if you have any further questions.

With kindest regards, I remain

Very truly yours,

A handwritten signature in black ink, appearing to read "D. Stacy, Jr.", written in a cursive style.

Daniel W. Stacy, Jr.

DWS/scp