

**REQUEST FOR CITY COUNCIL CONSIDERATION**

Meeting Date: December 5, 2022

Agenda Item: 6C	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: Unfinished Business: Ordinance. Second Reading	Date: November 21, 2022
Subject: Amendment to the Barefoot Resort Planned Development District (PDD) regarding the Dye Club Villas [Z-21-20]	Division: Planning and Development

**History:**

The area of the Dye Club Villas was originally approved December 3, 2001, to house the Dye Clubhouse and amenities for the Dye Club section of the Barefoot Resort PDD. An amendment approved on September 15, 2003, revised this site plan to house 132 multi-family units. Only one building (Phase 1 in the attached “Currently Approved Site Plan”) of this amendment was constructed.

**Proposed Changes:**

The applicant has submitted a revised narrative, site plan, and elevations to complete the Dye Club Villas. The proposal reduces the density from 132 multi-family units to 21 units. The units are arranged around an amenity area with a putting green, open space, pool, and bathhouse. Parking is in front of each unit with additional guest parking located in common areas. The landscape and architecture of the project are in the South Carolina Lowcountry style and a conceptual landscape plan has been included. The attached proposal includes all proposed exhibits for your review.

**Planning Commission Action:**

The Planning Commission conducted a public hearing on October 18, 2022 and voted unanimously to approve the request. There were no public comments, but the Planning Commission asked that a rear overhang be added to the guest unit. The rear entry has been inset into the façade to allow a covered, protected landing for guests.

**Recommended Action:**

Approve or deny the proposed ordinance on second reading

Reviewed by Division Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action: Motion By _____ 2 <sup>nd</sup> By _____ To _____
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**ORDINANCE**

**AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH  
PROVIDING THAT THE CODE OF ORDINANCES,  
CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA,  
BE AMENDED BY REVISING THE BAREFOOT RESORT  
PLANNED DEVELOPMENT DISTRICT (PDD) CONCERNING  
THE DYE CLUB VILLAS.**

**Section 1:**

That the Barefoot Resort PDD be amended to include updated plan, elevations, and narrative for the Dye Club Villas as depicted in Exhibit A attached and included in this ordinance.

**Section 2:**

That the North Myrtle Beach Planning Commission has provided the required public notice of this request and has held the necessary public hearings in accordance with applicable State Statutes and City Ordinances.

DONE, RATIFIED AND PASSED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
Mayor Marilyn Hatley

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED:

\_\_\_\_\_  
City Manager

FIRST READING: 11.7.2022

SECOND READING: 12.5.2022

ORDINANCE: 22-54

## BAREFOOT RESORT & GOLF PLANNED DEVELOPMENT DISTRICT

### THE COTTAGES AT DYE CLUB

#### PDD AMENDMENT

#### DEVELOPMENT REGULATIONS

November 2, 2022

#### INTRODUCTION

The Cottages at Dye Club (the “***Project***”) is envisioned as a transient accommodations enclave, functioning essentially as a cottage hotel, adjacent to the existing Clubhouse and Wyndham Villa at the Dye Private Golf Course within Barefoot Resort & Golf Planned Development District, within the City of North Myrtle Beach, South Carolina (the “***City***”). This portion of the district is intended to include Twenty One (21) detached cottage homes for rent, owned as a single undivided parcel, to be improved in a single phase, although the individual units may be constructed individually, or in any number of sequences all of which are to be improved on One (1) separate parcel, identified as Horry County TMS/PIN No.: 143-00-01-081/358-09-04-0033, totaling approximately 5.43 acres, and a small swath of the adjacent golf course property identified as Horry County TMS/PIN No.: 143-00-01-054/358-00-00-0017 in order to include the entire access roadway for the Project within the Project, the compiled boundary survey of which is included in an Exhibit Supplement submitted with this amendment, the parcel is accessed from Pete Dye Drive, a Private Right-of-Way. The parcel is bounded by Club Course Drive, S. C. Highway 31 and the existing Dye Club Golf Course.

#### PROJECT DEVELOPER

This parcel, being a small portion of the Barefoot Resort & Golf Planned Development District (“***PDD***”), is currently owned by, proposed for development by Dye Club Villas, LLC, a South Carolina limited liability company (the “***Developer***”), and an affiliate of the owner of the adjacent Dye Club. The Project is being built in up to Twenty One (21) separate sub-phases, each sub-phase consisting of a single cottage building, and the Project will be marketed to the public as overnight and extended stay accommodations for visiting golfers, business travelers, and guests of Dye Club members and their families.

#### MASTER SITE PLAN AMENDMENT

The most recent amendment to the Master Plan for the PDD indicated the area on which the Project is to be constructed as a multi-story multi-family extension of the existing fractional ownership project under the management of Wyndham. The amendment to the Master Plan for the PDD, which is included in an Exhibit Supplement submitted with this Amendment and shall replace any prior plan, and shall be deemed the controlling plan for this portion of the Master Plan for the PDD, together with this narrative, unless and until further amended.

## **PROJECT PHASING**

The Project is anticipated to be developed in Twenty One (21) separate sub-phases, each consisting of a single building, and a total of Twenty One (21) separate buildings, the minimum square footage of each building being not less than One Thousand (1,000) square feet of interior space. Sub-Phase 1 through Sub-Phase 21 may be constructed in any order, as the demand for occupancy occurs, and more than one Phase may be constructed simultaneously. The anticipated build-out schedule for the entire Project is Five (5) years, based upon One (1) Sub-Phase being constructed in the first Six (6) months, and not less than Two (2) additional Sub-Phases being constructed approximately every Three (3) months thereafter, although the actual build-out schedule may be accelerated based upon demand.

## **DEVELOPMENT DESCRIPTION**

The location of the Project is shielded from the general public, but is prominent as it is adjacent to the Dye Club House, host site of the popular Monday After the Masters golf event, and is adjacent to the Dye Private Golf Course within the PDD. The growth in membership within the Dye Private Golf Course has outpaced the existing amenities, and, as a part of this Project, the pool, pool deck and amenity area are sized much larger than what would be needed for 21 individual cottages, in order to accommodate the Project, the existing Dye Club members, and guest in the Wyndham project adjacent to this Project. Existing mature perimeter vegetation, as well as the majority of the existing trees are being maintained and supplemented in an effort to provide a sense of place, and to provide some level of privacy to guests visiting the Project. Architecturally the Project is compatible with the existing buildings within the Dye Private Golf Course complex, using the same color palette as the existing clubhouse, while incorporating board and batten siding for vertical articulation, and incorporating materials that reflect the quality of the existing Dye Club facilities, while addressing the needs and desires of the transient guest market which will insure the viability and success of the Project. The Project will incorporate materials that are suitable for and durable enough to withstand the demands of both the coastal environmental and to minimize the scope of future maintenance. Public components of the Project, including water and sewer distribution lines, will be dedicated to the City, while private components, such as private right-of-way, landscaping and other improvements which would not be maintained by the City, will be maintained by the developer of the Project, unless and until the project is sold as individual units in the future.

Guests visiting the Project will have the option of taking meals within the existing Dye Club facilities, and pedestrian connections between the Project and the clubhouse are being provided. Pedestrian walkways and soft paths will connect the parking areas to the individual cottages, as well as to the amenities and open spaces.

Each building will provide its own parking. Additional parking spaces will be located within the common areas outside of the boundary of any particular building. Amenities will include a pool and pool deck totaling more than 6,000 square feet, as well as a putting green, for visitors to the Project and other guests of the Dye Private Golf Course. The Developer will reserve the right to control access to the Project and its amenities so that service levels are not compromised, in the discretion of the Developer. City services for trash and refuse will be provided with roll out

containers for each individual building, collected to a central location for pick up. The Private Right-of-Way will provide adequate width and turning capacity to allow the City to provide services to the visitors of the Project.

### **INFRASTRUCTURE AND COMMON SPACES**

Storm drainage will incorporate both underground and above ground drainage systems. Electrical services, cable television, internet and telephone services will be installed underground. These facilities will be maintained by the property owner(s) and the utility companies providing services. Water and Sewer facilities will be dedicated to the City. Landscaping, lighting and pavers, whether within the Private Right-of-Way or within the common areas of the Project, will be maintained by the property owner(s), in keeping with design and maintenance standards established by the Developer, and together with any private roadways, parking areas, walkways, open spaces, common areas, buildings, pools, amenities and other features of the Project.

The Developer will provide for the maintenance and control of the Project, including any roadways, pathways, driveways, open spaces, common areas, and parking areas by restrictive covenants recorded in the public records of Horry County, South Carolina and applicable to the Project. In addition, the Developer may establish rules and regulations from time to time, governing the occupants of the buildings within the Project, which would be comparable to rules and regulations established in other high quality accommodations within the City.

### **DIMENSIONAL STANDARDS**

The dimensional standards which will apply to the Project are set forth in the Exhibit Supplement submitted together with this narrative.

### **BUILDING MATERIALS AND LANDSCAPE MATERIALS**

The Developer has chosen both building materials and landscape materials intended to reinforce the South Carolina Lowcountry image of the Project, while being highly compatible with the existing buildings and both pedestrian and vehicular traffic, as well as being sustainable in light of periodically intense use. The Landscape Materials List is included in the Exhibit Supplement submitted with this Amendment.

### **DIRECTIONAL SIGNAGE AND LIGHTING**

Directional signage will be consistent, in both its material, coloring and numbering schemes. The size, location and content will consistent with the signage ordinances of the City, with representative depictions of the Project signage, including building signage, directional signage and monument signage included in an Exhibit Supplement submitted with this Amendment. Lighting will be in keeping with the existing lighting within the PDD, together with landscape lighting and signage lighting as including in an Exhibit Supplement submitted with this Amendment.

### **PUBLIC BENEFIT**

1. **Additional Amendments.** As a condition to the approval of the PDD, the City, the Developer has agreed that certain additional amendments to the Development Agreement, which include the following:

(A) **Transient Units.** The residential units to be constructed upon the Amended Site Plan Parcel, pursuant to the PDD, shall be free-standing individual units, owned on common, and the total number of residential units to be constructed upon the Amended Site Plan Parcel shall be Twenty One (21) transient residential units (the “**Transient Units**”). For purposes of this Agreement, a Transient Unit shall be deemed a separate unit, whether free-standing, or within a larger building, such that multi-unit buildings such as townhomes, as an example, would be deemed multiple residential units despite being incorporated into a single building.

(B) **Park Enhancement Fee.** The City and the Developer agree that, in lieu of the conveyance of any portion of the Amended Site Plan Parcel by the Developer to the City, as a public benefit, the Developer and the City agree instead to a fee-in-lieu of conveyance, providing the funds necessary to allow the City to expand its existing parks (the “**Park Enhancement Fee**”). The Park Enhancement Fee shall be in an amount equal to Three Hundred and No/100 (\$300.00) Dollars for each separate Transient Unit constructed on the Amended Site Plan Parcel in accordance with the Master Plan. The Park Enhancement Fee shall be due and payable at the time of the issuance of a building permit for such Transient Unit constructed on the Amended Site Plan Parcel. The imposition of the Park Enhancement Fee applicable to the Amended Site Plan Parcel shall thereafter apply only to the Amended Site Plan Parcel, and not to any other portion of the Land, and shall constitute a portion of the public benefit negotiated by the Developer and the City as a part of the PDD Amendment.

(C) **Beach Access Parking Fee.** The City and the Developer further acknowledge that the development of the Amended Site Plan Parcel as Transient Units will increase the demand for beach access and services to be provided by the City, including, but not limited to beach access parking. In lieu of the Developer being required to make provisions for beach access parking for the occupants of the Amended Site Plan Parcel, as a public benefit, the Developer agrees to pay to the City, for such Transient Units to be constructed on the Amended Site Plan Parcel, a fee-in-lieu of providing beach access parking. Such fee-in-lieu shall be used by the City to expand its existing and future beach access parking (the “**Beach Access Parking Fee**”). The Beach Access Parking Fee shall be in an amount equal to One Thousand One Hundred and No/100 (\$1,100.00) Dollars for each separate Transient Unit constructed on the Amended Site Plan Parcel, in accordance with the Master Plan. The Beach Access Parking Fee shall be due and payable at the time of the issuance of a building permit for such Transient Unit constructed on the Amended Site Plan Parcel. The imposition of the Beach Access Parking Fee applicable to the Amended Site Plan Parcel shall thereafter apply only to the Amended Site Plan Parcel, and not to any other portion of the Land, and shall constitute a portion of the public benefit negotiated by the Developer and the City as a part of the PDD Amendment.

(D) **CPI Index.** Developer further agrees that, as a public benefit, the Park Enhancement Fee and the Beach Access Parking Fee referenced above shall be subject to annual increase, beginning January 1, 2024, in an amount equal to the lesser of (i) the increase in the Consumer Price Index, published by the U.S. Bureau of Labor Statistics (“**CPI**”) between the

beginning and end of the most recent calendar year; or (ii) Two (2%) percent per annum, which increase is intended to ensure that each of the Park Enhancement Fee and Beach Access Parking Fee continue to reflect the City's on-going increases in the costs of services provided.

(E) **Prior Amendment Fees.** The City and a predecessor in title to Landowner entered into that certain instrument entitled "Minor Amendments to the Modification to Development Agreement dated August 1, 2003 and The Sewer and Water Extension Agreement dated August 2, 2003 (the "**Prior Amendment**"), which Prior Amendment provides, among other things for fees as follows: (a) Police/Fire Substation Fee in an amount equal to Four Hundred Fifty and No/100 (\$450.00) Dollars per Density Unit (the "**Fire Station Fee**"); (b) a Water Extension Fee in an amount equal to Five Hundred and No/100 (\$500.00) Dollars per Density Unit (the "**Water Extension Fee**"); and (c) a Sewer Extension Fee in an amount equal to One Hundred Seventy Five and No/100 (\$175.00) Dollars per Density Unit (the "**Sewer Extension Fee**"). Developer acknowledges and agrees that, as a public benefit, the Fire Station Fee, the Water Extension Fee and the Sewer Extension Fee are and shall remain applicable to the Amended Site Plan Parcel, and that, for purposes of this Amendment, Density Unit shall be deemed equivalent to the Transient Units otherwise described herein.

(F) **Street Lights.** As an obligation, Developer shall install or cause to be installed, street lights within the Amended Site Plan Parcel, in accordance with the Code of Ordinances. The monthly cost for each street light, including additional charges associated with an enhancement street light fixture, if any, shall be borne by the Developer and/or any owners association established by Developer for the Amended Site Plan Parcel.

(G) **Conservation Easement Restriction.** As a public benefit, Developer specifically covenants and agrees not to subject the Amended Site Plan Parcel to a conservation easement or other restrictive covenant, whereby any portion of the Amended Site Plan Parcel shown as single family homes or amenities on the approved Master Site Plan is restricted for future development of such portion of the Amended Site Plan Parcel, the same shall also constitute a Developer Default hereunder, provided that, for purposes of this Agreement any conveyance to the Owners Association shall not be deemed such an easement or restriction, and shall not constitute a Developer Default.

(H) **Mowing and Maintenance.** As an obligation, Developer must maintain the Amended Site Plan Parcel consistent with the Code of Ordinances of the City, provided that, at a minimum, Developer will mow the undeveloped Amended Site Plan Parcel no less than eight times per year until the Project is fully developed. The mowing shall occur in the periods between March 1 and November 30 of each calendar year. In addition, until the Project is fully developed, the Developer shall remove any fallen trees on the Amended Site Plan Parcel, such tree removal to occur during the same periods set out for mowing above. The Developer shall be given a reasonable period of time to be determined by the City Manager or his designee, to mow the Amended Site Plan Parcel and remove fallen trees on the Amended Site Plan Parcel in the event of a hurricane, rain event or other force majeure that prevents the Developer from complying with the mowing/maintenance schedule referenced above.

If the Developer fails to comply with the scheduled time frames for mowing and removal of fallen trees, as determined by the City Manager or his designee, then the City shall

have the right to enter the Property for the purpose of mowing and removing any fallen trees, and the Developer shall reimburse the City for the costs of such mowing and/or tree removal in an amount equal to One Hundred (100%) percent of such the costs incurred by the City for mowing and/or tree removal. In the event Developer should fail to reimburse the City within Thirty (30) days of the date an invoice is delivery by the City to the Developer, the City may place a lien upon the Amended Site Plan Parcel, which lien shall be enforceable in the same manner as a property tax lien, which may only be satisfied by payment thereof.

(I) **Development Regulations.** As an obligation, the Amended Site Plan Parcel shall be developed in accordance with this Agreement, the Code of Ordinances and other applicable land development regulations required by the City, State and/or Federal Government. The City shall, throughout the Term, maintain or cause to be maintained a procedure for processing of reviews as contemplated by this Agreement and the Code of Ordinances. The City shall review applications for development approval based on the development standards adopted as part of the Code of Ordinances, unless such standards are superseded by the terms of this Agreement, in which case the terms of this Agreement shall govern.

(J) **Assignment of Development Rights.** Developer shall be entitled to assign and delegate the development rights and obligations set forth in this Agreement to a subsequent purchaser of all or any portion of the Amended Site Plan Parcel with the consent of the City, provided such consent shall not be unreasonably withheld or delayed. Upon the assignment or transfer by Developer of the development rights and obligations under this Agreement, then the assigning Developer shall not have any responsibility or liability under this Agreement.

(K) **Development Schedule.** The Amended Site Plan Parcel shall be developed in accordance with the following development schedule (the “**Development Schedule**”): development of the Amended Site Plan Parcel shall commence upon the issuance of all permits and approvals, which issuance is anticipated to be complete within Two (2) years of the date of this Agreement, and development of the Amended Site Plan Parcel is anticipated to be complete within Five (5) years of the date of this Agreement.

(L) **Code of Ordinances.** As an obligation, Development of the Amended Site Plan Parcel shall be determined in accordance with the Code of Ordinances, as the same may be amended from time to time, pursuant to this Agreement, including, but not limited to the PDD, as the same may be amended.

(M) **Stormwater and Drainage.** As an obligation, all stormwater runoff, drainage, retention and treatment improvements within the Amended Site Plan Parcel shall be designated in accordance with the Code of Ordinances. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed by the Developer and dedicated to the City. Upon final inspection and acceptance by the City, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Amended Site Plan Parcel. Retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer and/or an Owners Association, as appropriate, and will not be accepted or maintained by the City.

(N) **Solid Waste and Recycling.** The City shall provide solid waste and recycling collection services to the Amended Site Plan Parcel on the same basis as is provided to other residents and businesses within the City. Payment for such services to the City by Developer, an Owners Association or each individual purchaser or owner of any portion of the Amended Site Plan Parcel is required in return for such service for each owner of any portion of the Amended Site Plan Parcel, and the City reserves the right to terminate or discontinue such service(s) to any owner of any portion of the Amended Site Plan Parcel until such payment(s) have been made.

(O) **Police Protection.** The City shall provide police protection services to the Amended Site Plan Parcel on the same basis as provided to other residents and businesses within the City.

(P) **Fire Protection.** The City shall provide fire services to the Amended Site Plan Parcel on the same basis as is provided to other residents and businesses within the City.

(Q) **Emergency Medical Services.** The City shall provide emergency medical services to the Amended Site Plan Parcel on the same basis as is provided to other residents and businesses within the City.

(R) **No Education Services.** The City neither provides nor is authorized by law to provide public education facilities or services. Such facilities and services are now provided by the Horry County School District.

(S) **Open Space Requirement.** As a public benefit, Developer agrees that the development of the Amended Site Plan Parcel shall incorporate not less than Twenty (20%) percent open space, which for purposes of this Agreement shall include protected wetlands, required buffers, ponds, lakes, open spaces, green space or other undeveloped acreage which is within the Amended Site Plan Parcel.

(T) **Minimum Rental Period.** *Intentionally deleted.*

(U) **Easements.** As an obligation, Developer shall be responsible for obtaining, at Developer's cost, all easement, access rights and other instruments that will enable the Developer to tie into current or future water and sewer infrastructure on adjacent properties.

(V) **Ponds and Lakes.** As an obligation, Developer shall install pond(s) or lake(s) as reflected on the approved site plan for the Amended Site Plan Parcel. The City agrees to cooperate with the Developer in the permitting process for such pond(s) and lake(s), it being understood that the City will not accept maintenance responsibility or any other liability for such pond(s) and lake(s), and that such pond(s) and lake(s) shall either be maintained by Developer, or conveyed to an Owners Association for on-going maintenance following completion of the development on the Amended Site Plan Parcel.

(W) **Recording.** Pursuant to Title 6, Chapter 31, Section 120 of the Code of Laws for the State of South Carolina, this Agreement shall be recorded in the public records of Horry County, South Carolina, on or before the date which is Fourteen (14) days following the date on which the City enters into this Agreement. The burdens of the development agreement are

binding upon, and benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

**AMENDMENT AND ENFORCEMENT**

Upon final approval by the City, the Developer will cause this amendment to the PDD to be recorded in the public records of Horry County, South Carolina. Expansions of and further amendments to the Project shall be permitted only upon approval by the Zoning Administrator of the City and submittal of an appropriate minor or major planned development district, in accordance with the ordinance of the City.

**Exhibits:**                   **SEE SEPARATE EXHIBIT SUPPLEMENT.**

US HWY 31

PROPOSED 50' R/W

5.73 ACRES

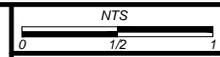
EXISTING WYNDHAM DYE VILLAS

WYNDHAM DYE CLUB VILLAS, LLC  
TMS #143-00-01-074  
D.B. 2806, PG. 1321  
P.B. 199, PG. 009  
(PHASE 1)

DYE CLUB GOLF COURSE CLUB HOUSE

**THE COTTAGES AT DYE CLUB**  
HORRY COUNTY, NORTH MYRTLE BEACH, SOUTH CAROLINA

**NEW BOUNDARY**



DESIGNED BY: JHG  
DRAWN BY: PAS  
DATE: 09/16/2022  
PROJECT NO: 21027  
FIGURE NO: C-6

QUAD NAME:  
QUAD DATE:

TMS NO:  
FLOOD MAP:

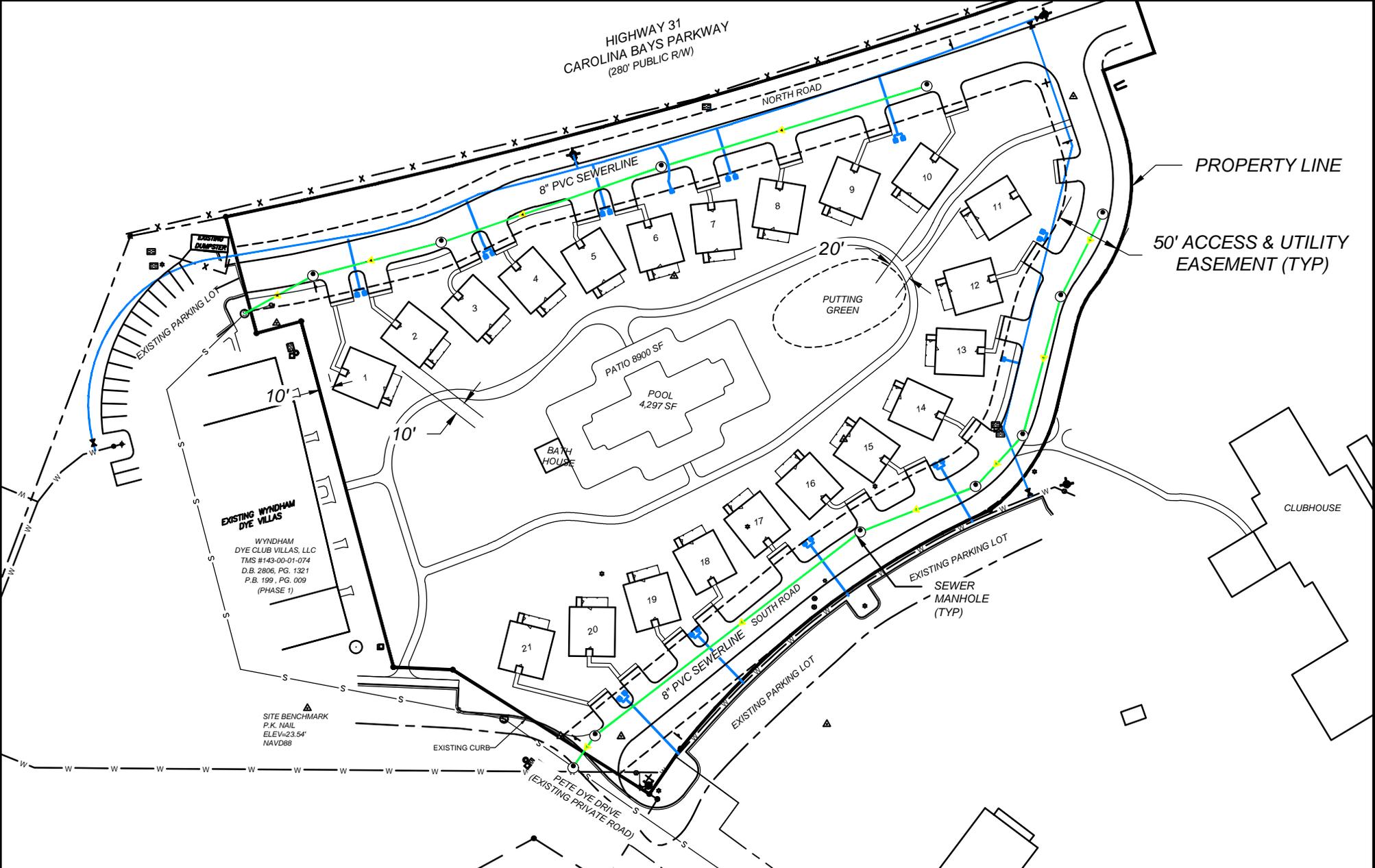
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LONG:



P.O. BOX 2666, PAWLEYS ISLAND, SC 29585  
PHONE: 843.237.1001  
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**EXISTING WYNDHAM DYE VILLAS**  
 WYNDHAM DYE CLUB VILLAS, LLC  
 TMS #143-00-01-074  
 D.B. 2806, PG. 1321  
 P.B. 199, PG. 009  
 (PHASE 1)

▲ SITE BENCHMARK  
 P.K. NAIL  
 ELEV=23.54'  
 NAVD88



P.O. BOX 2666, PAWLEYS ISLAND, SC 29585  
 PHONE: 843.237.1001  
 www.G3Engineering.org

**THE COTTAGES AT DYE CLUB**  
 Horry County, North Myrtle Beach, South Carolina

**CONCEPTUAL SITE PLAN**

QUAD NAME:  
 QUAD DATE:

TMS NO:  
 FLOOD MAP:

LAT:  
 LONG:



1" = 100 FEET  
 0 50 100

DESIGNED BY: JHG
DRAWN BY: PAS
DATE: 09/16/2022
PROJECT NO: 21027
FIGURE NO: C-1

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WYNDHAM  
DYE CLUB VILAS, LLC  
TMS #143-00-01-074  
D.B. 2806, PG. 1321  
P.B. 199, PG. 009  
(PHASE 1)

SITE BENCHMARK  
P.K. NAIL  
ELEV. 23.54'  
NAVD83

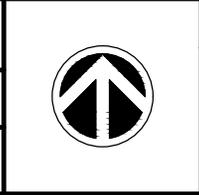
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**THE COTTAGES AT DYE CLUB**  
HORRY COUNTY, NORTH MYRTLE BEACH, SOUTH CAROLINA

<b>AERIAL</b>		
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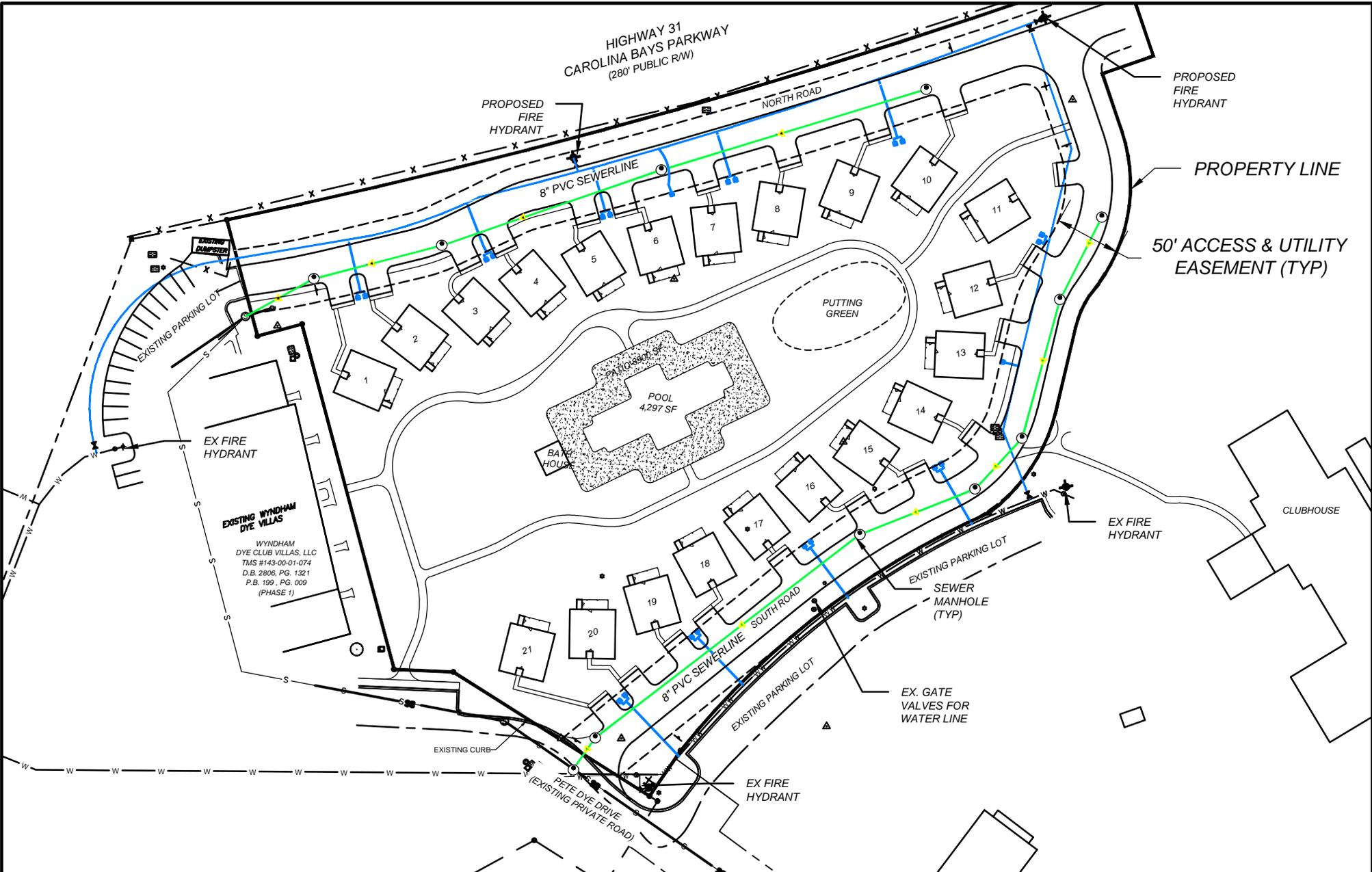


1" = 100 FT

0 50 100

DESIGNED BY: JHG  
DRAWN BY: PAS  
DATE: 09/16/2022  
PROJECT NO: 21027  
FIGURE NO: C-2

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**EXISTING WYNDHAM DYE VILLAS**  
 WYNDHAM DYE CLUB VILLAS, LLC  
 TMS #143-00-01-074  
 D.B. 2806, PG. 1321  
 P.B. 199, PG. 009  
 (PHASE 1)

**THE COTTAGES AT DYE CLUB**  
 Horry County, North Myrtle Beach, South Carolina  
**CONCEPTUAL WATER & SEWER PLAN**

**G3 ENGINEERING & SURVEYING**  
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 PHONE: 843.237.1001  
 www.G3Engineering.org

QUAD NAME:  
 QUAD DATE:

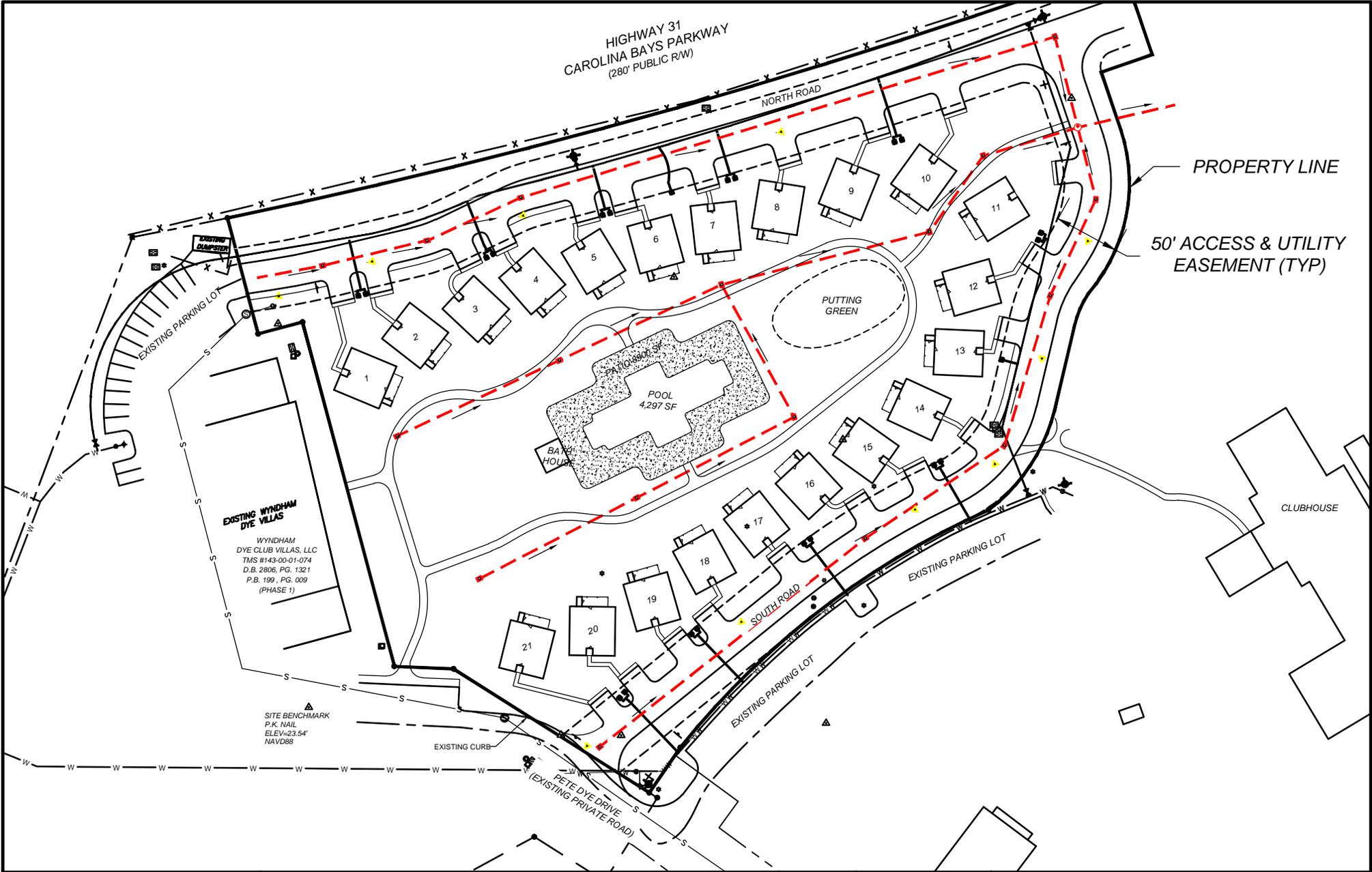
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1" = 100 FT	
0	100'
DESIGNED BY:	JHG
DRAWN BY:	PAS
DATE:	09/16/2022
PROJECT NO:	21027
FIGURE NO:	C-3

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EXISTING WYNDHAM DYE VILLAS  
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 D.B. 2806, PG. 1321  
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 (PHASE 1)

SITE BENCHMARK  
 P.K. NAIL  
 ELEV=23.54'  
 NAVD88

**THE COTTAGES AT DYE CLUB**  
 HORRY COUNTY, NORTH MYRTLE BEACH, SOUTH CAROLINA

**CONCEPTUAL DRAINAGE PLAN**

P.O. BOX 2666, PAWLEYS ISLAND, SC 29585  
 PHONE: 843.237.1001  
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QUAD NAME:  
 QUAD DATE:

TMS NO:  
 FLOOD MAP:

LAT:  
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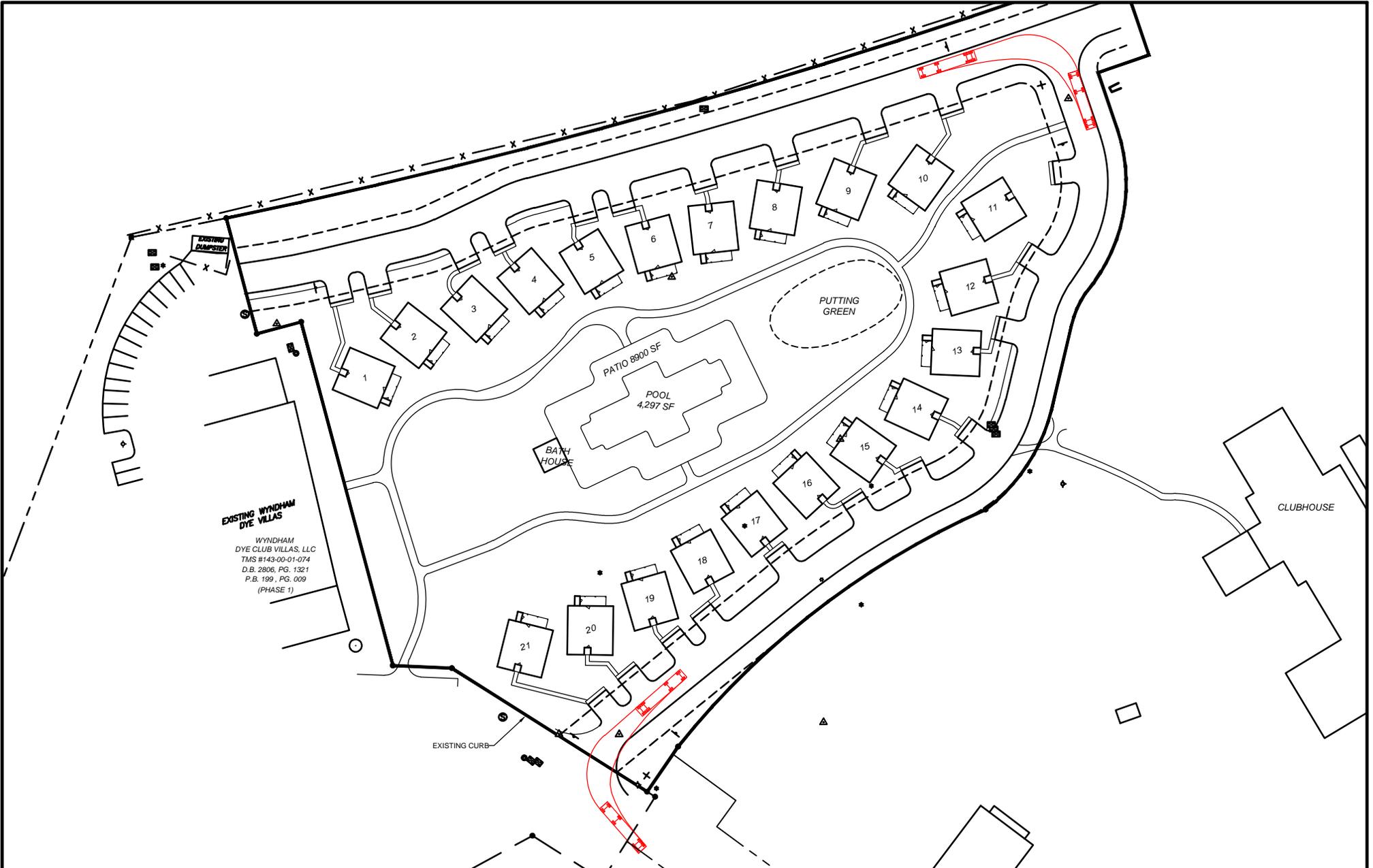
1" = 100 FT  
 0 50' 100'

DESIGNED BY: JHG  
 DRAWN BY: PAS  
 DATE: 09/16/2022  
 PROJECT NO: 21027  
 FIGURE NO: C-4

**LOCATION MAP**

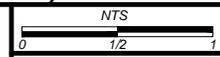


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**THE COTTAGES AT DYE CLUB**  
HORRY COUNTY, NORTH MYRTLE BEACH, SOUTH CAROLINA

**TRUCK EXHIBIT**



DESIGNED BY: JHG  
DRAWN BY: PAS  
DATE: 09/16/2022  
PROJECT NO: 21027  
FIGURE NO: C-5

**G3**  
ENGINEERING & SURVEYING

P.O. BOX 2666, PAWLEYS ISLAND, SC 29585  
PHONE: 843.237.1001  
www.G3Engineering.org

QUAD NAME:  
QUAD DATE:

TMS NO:  
FLOOD MAP:

LAT:  
LONG:

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HIGHWAY 31  
CAROLINA BAYS PARKWAY  
(280' PUBLIC R/W)



DYE COURSE  
BAREFOOT RESORT LLC  
PIN: 358-00-00-0017  
D.B. 2458 PG. 1306

DYE COURSE  
BAREFOOT RESORT LLC  
PIN: 358-00-00-0017  
D.B. 2458 PG. 1306

PIN: 358-09-04-0010  
EXISTING WYNDHAM  
DYE VILLAS

CLUBHOUSE

SEE L2 FOR TYPICAL PLANT SCHEDULE



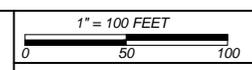
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PHONE: 843.237.1001  
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## THE COTTAGES AT DYE CLUB

HORRY COUNTY, NORTH MYRTLE BEACH, SOUTH CAROLINA

# CONCEPTUAL LANDSCAPE PLAN

QUAD NAME:	TMS NO:	LAT:
QUAD DATE:	FLOOD MAP:	LONG:

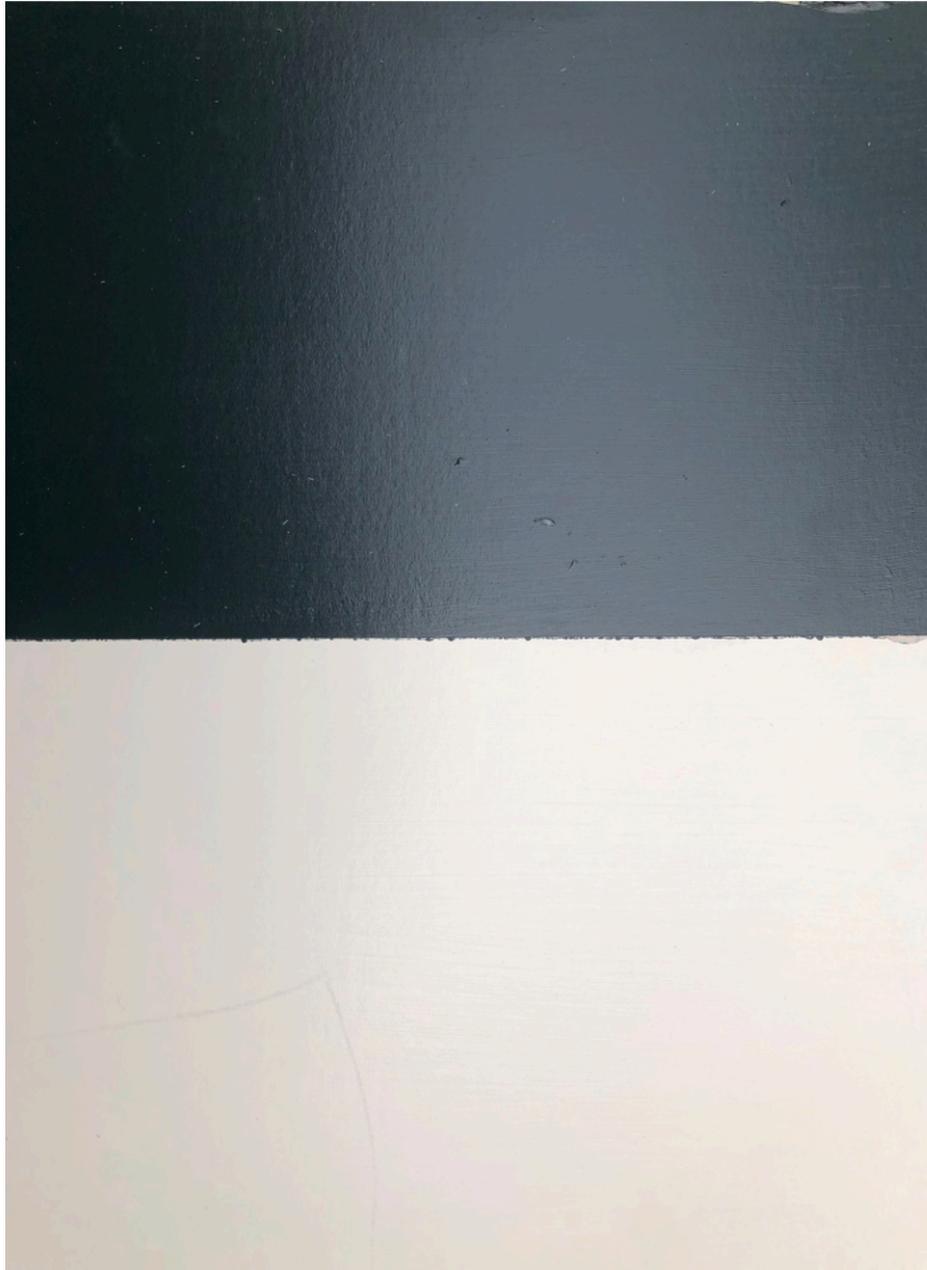


DESIGNED BY: KLV
DRAWN BY: KLV
DATE: 09/27/2022
PROJECT NO: 21027
FIGURE NO: L1

**Siding:** "Sailcloth" (Same color as siding at The Dye Club since 2001)

**Exterior doors and shutters:** "Black Forest Green"  
(Same color as Dye Club exterior doors and shutters)

**Roof:** "Burnished slate" (Matches color of existing Dye Club slate roof)





**RIGHT SIDE ELEVATION**

SCALE: 1/4" = 1'-0"



**REAR ELEVATION**

SCALE: 1/4" = 1'-0"



**LEFT SIDE ELEVATION**

SCALE: 1/4" = 1'-0"



**FRONT ELEVATION**

SCALE: 1/4" = 1'-0"

JOB NO.	NO.	DATE:
DATE: 12-12-2021		
DESIGNED BY: F. AYRES		
DRAWN BY: D. MORRIS		
CHECKED BY:		
REVISION:		

THE COTTAGES AT DYE CLUB  
 Horry County  
 North Myrtle Beach, South Carolina

THIS DRAWING IS THE PROPERTY OF AYRES & ASSOCIATES ARCHITECTS AND MAY NOT BE USED WITHOUT THEIR WRITTEN CONSENT.



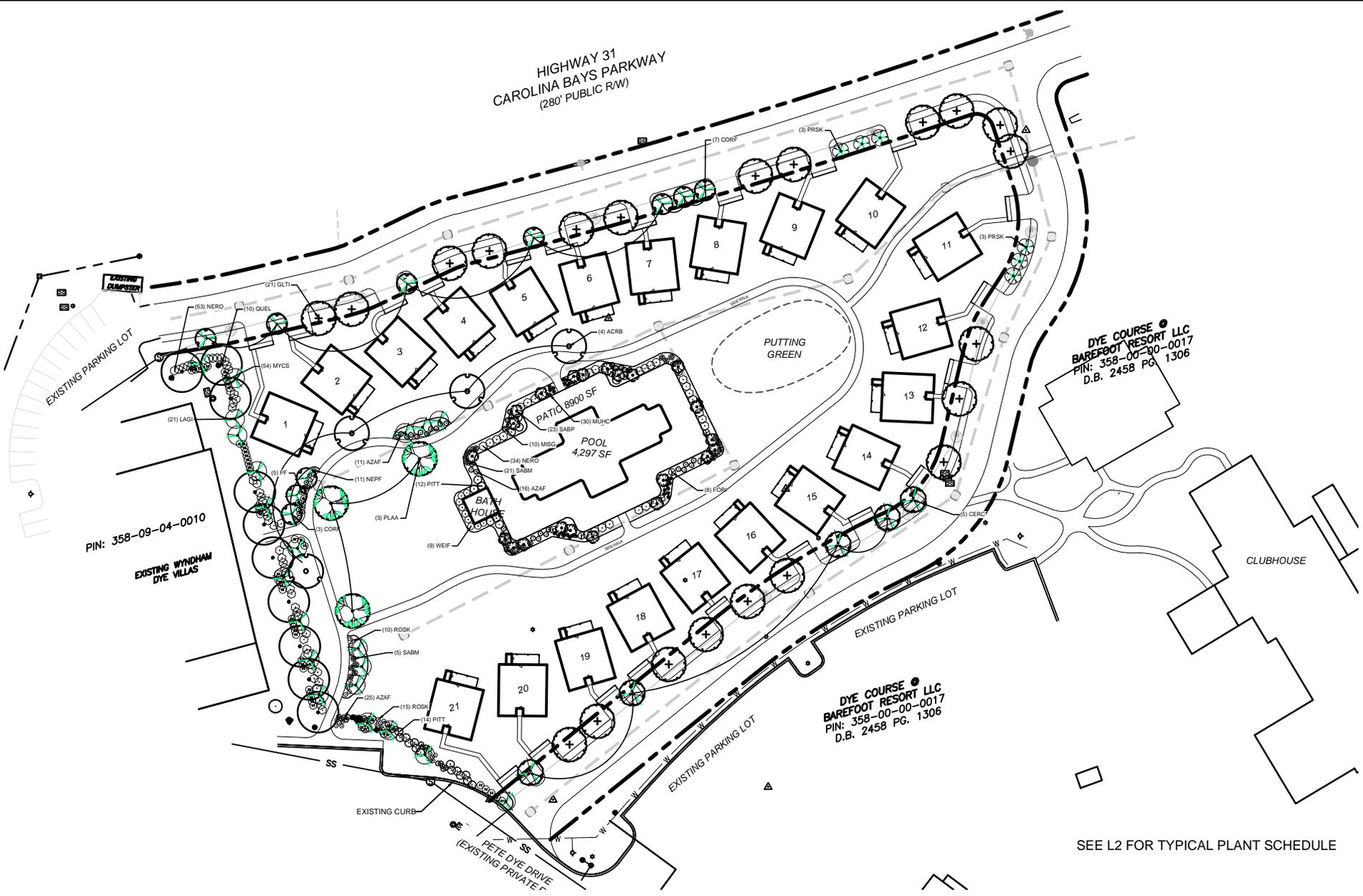
P.O. BOX 1315  
 MURRELLS INLET, S.C.  
 (843) 651-5868

felix@ayresarchitects.com  
 www.ayresarchitects.com

SHEET:

**A0.0**

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DYE COURSE @  
BAREFOOT RESORT LLC  
PIN: 358-00-00-0017  
D.B. 2458 PG. 1306

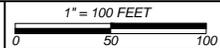
DYE COURSE @  
BAREFOOT RESORT LLC  
PIN: 358-00-00-0017  
D.B. 2458 PG. 1306

SEE L2 FOR TYPICAL PLANT SCHEDULE



**THE COTTAGES AT DYE CLUB**  
HORRY COUNTY, NORTH MYRTLE BEACH, SOUTH CAROLINA

**CONCEPTUAL LANDSCAPE PLAN**



DESIGNED BY: KLV  
DRAWN BY: KLV  
DATE: 09/27/2022  
PROJECT NO: 21027  
FIGURE NO: L1

P.O. BOX 2666, PAWLEYS ISLAND, SC 29585  
PHONE: 843.237.1001  
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QUAD NAME:	TMS NO:	LAT:
QUAD DATE:	FLOOD MAP:	LONG:

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PLANT SCHEDULE SITE					
TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
	ACRB	4	Acer rubrum 'Brandywine'	Brandywine Red Maple	
	CERC	5	Cercis canadensis	Eastern Redbud Multi-trunk	Multi-stem
	CORF	10	Cornus florida	Flowering Dogwood	
	GLTI	21	Gleditsia triacanthos inermis	Thornless Honey Locust	
	LAGI	21	Lagerstroemia indica x fauriei 'Natchez'	Natchez Crape Myrtle Multi-Trunk	Multi-stem
	PLAA	3	Platanus x acerifolia	London Plane Tree	
	PRSK	6	Prunus serrulata 'Kwanzan'	Kwanzan Japanese Flowering Cherry	
	QUEL	10	Quercus laurifolia	Laurel-leaved Oak	
	SABP	23	Sabal palmetto	Cabbage Palmetto	

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SPACING	REMARKS
	AZAF	52	Azalea indica 'Formosa'	Formosa Indica Azalea	48" o.c.	
	FORI	8	Forsythia x intermedia	Border Forsythia	60" o.c.	
	MYCS	54	Myrica cerifera	Wax Myrtle	60" o.c.	Shrub Form
	NEPF	11	Nepeta x faassenii	Catmint	36" o.c.	
	NERO	87	Nerium oleander	Oleander	72" o.c.	
	PF	5	Photinia x fraseri	Red Tip Photinia	48" o.c.	
	PITT	26	Pittosporum tobira	Japanese Pittosporum	72" o.c.	
	ROSK	25	Rosa 'Knock Out'	Knock Out Rose	36" o.c.	
	SABM	26	Sabal minor	Dwarf Palmetto	48" o.c.	
	WEIF	9	Weigela florida	Old Fashioned Weigela	60" o.c.	
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SPACING	REMARKS
	MISG	10	Miscanthus sinensis 'Gracillimus'	Eulalia Grass	48" o.c.	
	MUHC	30	Muhlenbergia capillaris	Pink Muhly Grass	36" o.c.	



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 PHONE: 843.237.1001  
 www.G3Engineering.org

**THE COTTAGES AT DYE CLUB**  
 HORRY COUNTY, NORTH MYRTLE BEACH, SOUTH CAROLINA

**CONCEPTUAL OVERALL PLANT SCHEDULE**

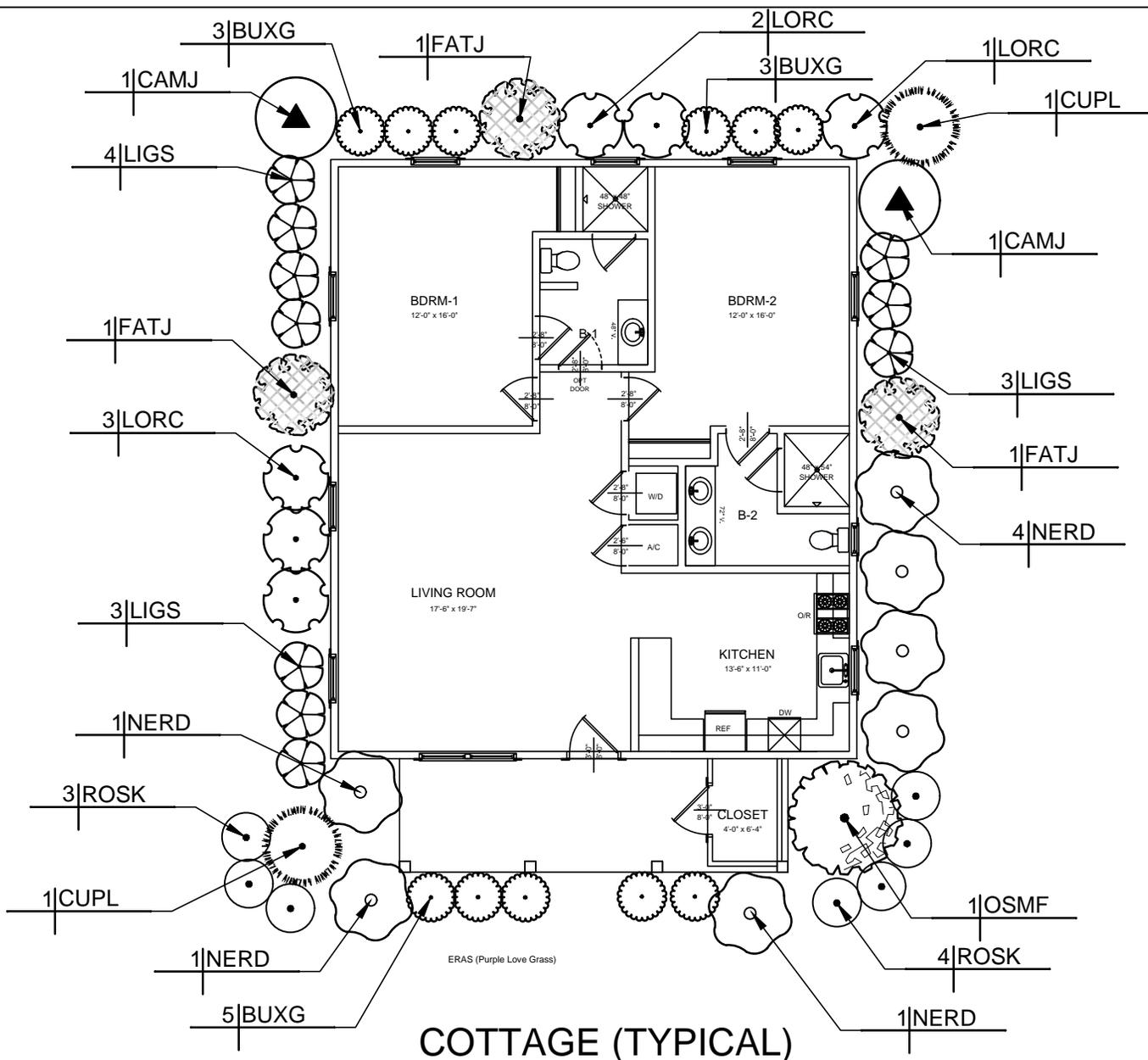
QUAD NAME:  
 QUAD DATE:

TMS NO:  
 FLOOD MAP:

LAT:  
 LONG:

0  
 DESIGNED BY: K LW  
 DRAWN BY: K LW  
 DATE: 09/27/2022  
 PROJECT NO: 21027  
 FIGURE NO: L2

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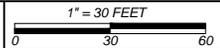


SEE L4 FOR TYPICAL PLANT SCHEDULE



**THE COTTAGES AT DYE CLUB**  
 HORRY COUNTY, NORTH MYRTLE BEACH, SOUTH CAROLINA

**CONCEPTUAL LANDSCAPE PLAN**



DESIGNED BY:	KLW
DRAWN BY:	KLW
DATE:	09/27/2022
PROJECT NO.:	21027
FIGURE NO.:	L3

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 PHONE: 843.237.1001  
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QUAD NAME:	TMS NO.:	LAT.:
QUAD DATE:	FLOOD MAP.:	LONG.:

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# PLANT SCHEDULE TYPICAL

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME		REMARKS
	CUPL	2	C r d	Leyland Cypress		
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SPACING	REMARKS
	BUXG	11	Buxus x 'Green Velvet'	Green Velvet Boxwood	36" o.c.	
	CAMJ	2	Camellia japonica	Camellia	60" o.c.	
	FATJ	3	Fatsia japonica	Japanese Fatsia	60" o.c.	
	LIGS	10	Ligustrum sinense 'Sunshine'	Sunshine Chinese Privet	36" o.c.	
	LORC	6	Loropetalum chinense	Chinese Fringe Flower	48" o.c.	
	NERD	7	Nerium oleander 'Dwarf Pink Ice'	Dwarf Pink Ice Oleander	60" o.c.	
	OSMF	1	Osmanthus fragrans	Sweet Olive	84" o.c.	Tree Form
	ROSK	7	Rosa 'Knock Out'	Knock Out Rose	36" o.c.	



**THE COTTAGES AT DYE CLUB**  
 Horry County, North Myrtle Beach, South Carolina

## CONCEPTUAL TYPICAL PLANT SCHEDULE

P.O. BOX 2666, PAWLEYS ISLAND, SC 29585  
 PHONE: 843.237.1001  
 www.G3Engineering.org

QUAD NAME:  
 QUAD DATE:

TMS NO:  
 FLOOD MAP:

LAT:  
 LONG:



DESIGNED BY: KLW  
 DRAWN BY: KLW  
 DATE: 09/27/2022  
 PROJECT NO: 21027  
 FIGURE NO: **L4**

**5A. MAJOR PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-21-20:** City staff received an application for a major amendment to the Barefoot Resort Planned Development District (PDD) revising the Dye Club Villas section of the Dye Estates through changes to the governing documents, including plans and building elevations.

**History**

The area of the Dye Club Villas was originally approved December 3, 2001, to house the Dye Clubhouse and amenities for the Dye Club section of the Barefoot Resort PDD. An amendment approved on September 15, 2003, revised this site plan to house 132 multi-family units. Only one building (phase 1 in the attached “Currently Approved Site Plan”) of this amendment was constructed. This amendment was postponed from the November 16, 2020, meeting to allow the development agreement to be heard concurrently. The amendment was then postponed at the September 20, 2022, meeting to address staff comments.

**Proposed Changes**

The applicant has submitted a revised narrative, site plan, and elevations to complete the Dye Club Villas. The proposal reduces the density from 132 multi-family units to 21 units. The units are arranged around an amenity area with a putting green, open space, pool, and bathhouse. Parking is in front of each unit with additional guest parking located in common areas. The landscape and architecture of the project are in the South Carolina Lowcountry style and a conceptual landscape plan has been included. The attached proposal includes all proposed exhibits for your review.

**Staff Review**

*Planning & Development, Planning Division*

The Planning Division is reviewing the proposed amendment.

*Planning & Development, Zoning Division*

The Zoning Administrator is reviewing the proposed amendment.

*Public Works*

The Public Works Department is reviewing the proposed amendment.

*Public Safety*

The Fire Marshal is reviewing the proposed amendment.

According to § 23-4, *Amendments*, of the Zoning Ordinance, the advertisement requirement for Zoning Ordinance amendments is 15 days, and that advertisement notice has been met. The amendment is presented to the Planning Commission for a recommendation that will be forwarded to City Council at their next meeting scheduled for November 7, 2022.

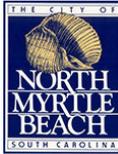
**Planning Commission Action**

The Planning Commission may recommend approval, recommend approval with modifications and/or conditions, or recommend denial of the proposal as submitted.

*Alternative Motions*

- 1) I move that the Planning Commission recommend approval of the major planned development district amendment to the Barefoot Resort PDD [Z-21-20] as submitted.  
OR
- 2) I move that the Planning Commission recommend denial of the major planned development district amendment to the Robber’s Roost PDD [Z-21-20] as submitted.  
OR
- 3) I move (an alternate motion).

PDD Zoning Finance Account Code:	<b>3.22</b>
<b>FEE PAID:</b>	\$500.00 on July 30, 2021
FILE NUMBER:	Z-21-20
Complete Submittal Date:	September 14, 2022



Notice Published:	October 28, 2021
Planning Commission:	September 20, 2022
First Reading:	October 3, 2022
Second Reading:	October 17, 2022

City of North Myrtle Beach, SC

**Application for a Major Amendment  
to a Planned Development District (PDD)**

**GENERAL INFORMATION**

<b>Date of Request: July 27, 2021</b>	<b>Property PIN(S): 35809040033</b>
<b>Property Owner(s): DYE CLUB VILLAS LLC</b>	<b>Type of Zoning Map Amendment: Major PDD Amendment</b>
<b>Address or Location: Dye Club Barefoot Resort - off of Pete Dye Drive along Gray Heron Drive</b>	<b>Project Contact: G3 Engineering</b>
<b>Contact Phone Number: 8437427738</b>	<b>Contact Email Address: mkramer@g3engineering.org</b>
<b>PDD Name: Barefoot Resort</b>	<b>Total Area of Property: 5.43 Acres</b>
<b>Proposed Amendment: 22 stand alone golf course villas for weekly / bi weekly rent to the general public, Dye Club Golfers and their guest. These villas will have "room service" from the kitchen in the existing club house on the adjacent parcel as well as use of the existing pool while open.</b>	

**RECORDED COVENANT INFORMATION**

I hereby certify that the tract(s) or parcel(s) of land to which this approval request pertains is not restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity for which approval is sought, as provided in South Carolina Code of Laws (§ 6-29-1145).

*Applicant's E-signature: G3 Engineering*

This form complies with a state law that took effect on July 1, 2007 (S.C. Code § 6-29-1145) that requires all planning agencies to inquire in an application for a permit if the parcel of land is restricted by a recorded covenant that is contrary to, conflicts with, or prohibits the permitted activity. If such a covenant exists, the agency shall not issue the permit until written confirmation of its release is received. The release must be through the action of an appropriate legal authority.

1018 2nd Avenue South · North Myrtle Beach, SC 29582 · Telephone: (843) 280-5566 · Facsimile: (843) 280-5581

**PHASE 1**  
 3 BEDROOM UNITS - 22  
 PARKING REQUIRED - 44  
 PARKING PROVIDED - 120

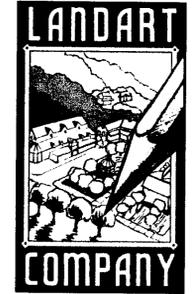
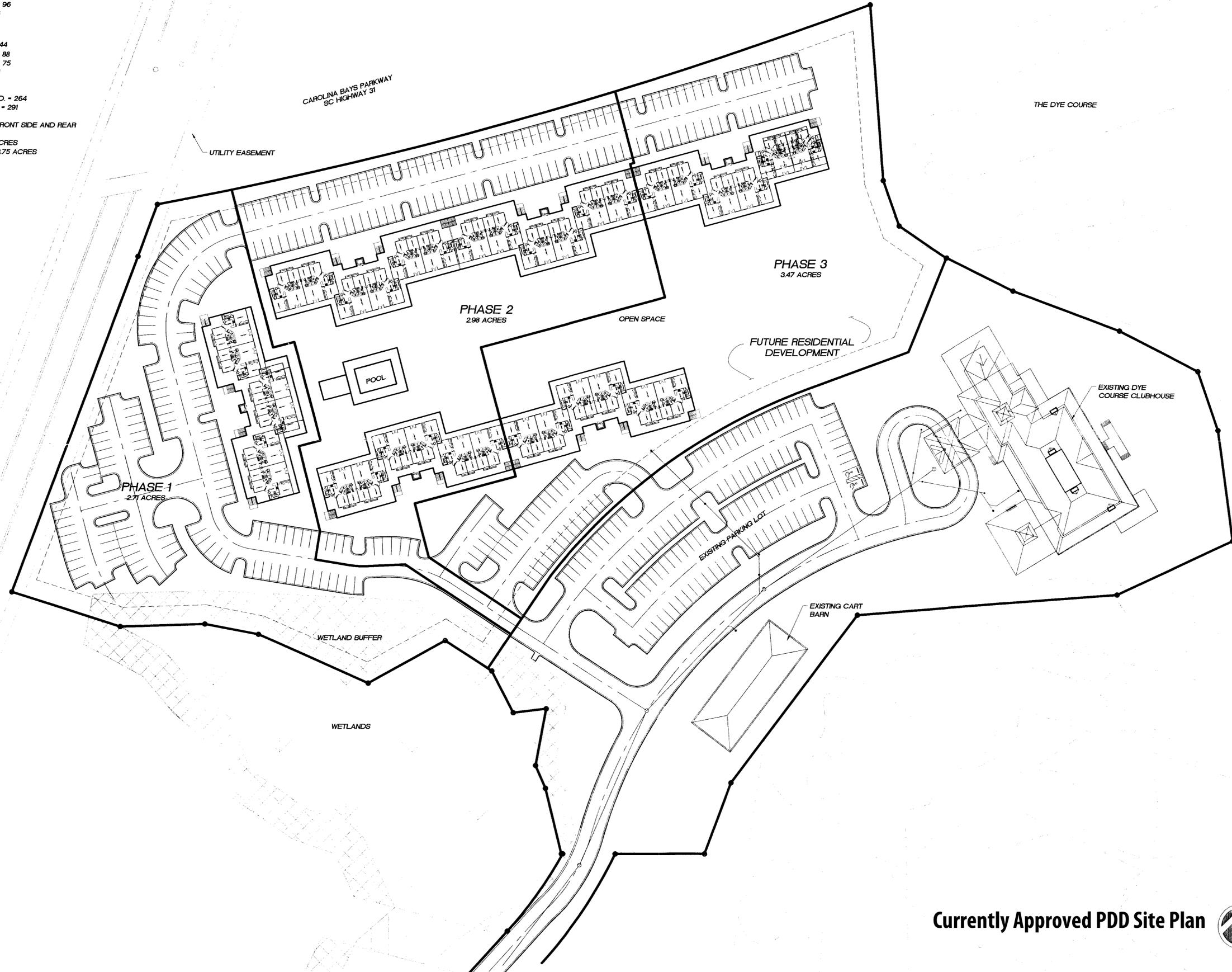
**PHASE 2**  
 3 BEDROOM UNITS - 66  
 PARKING REQUIRED - 132  
 PARKING PROVIDED - 96  
 TOTAL PARKING - 216

**PHASE 3**  
 3 BEDROOM UNITS - 44  
 PARKING REQUIRED - 88  
 PARKING PROVIDED - 75  
 TOTAL PARKING - 291

TOTAL UNITS - 132  
 TOTAL PARKING REQD. - 264  
 TOTAL PARKING PVD. - 291

LOT SETBACKS 20' FRONT SIDE AND REAR

TOTAL AREA - 9.16 ACRES  
 IMPERVIOUS AREA - 3.75 ACRES



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**LDCO Engineers, Inc.**  
 ENGINEERS, PLANNERS, & ARCHITECTS  
 1300 PROFESSIONAL DRIVE  
 MYRTLE BEACH, SOUTH CAROLINA 29577  
 PHONE: (843) 882-3200  
 FAX: (843) 882-3210

**FRACTION SHARE  
 AT THE  
 DYE COURSE**

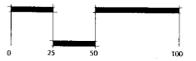
DYE GOLF COURSE  
 NORTH MYRTLE BEACH  
 SOUTH CAROLINA

PREPARED FOR:  
 HENDRICKS AND GANDY, LLC  
 NORTH MYRTLE BEACH  
 29582

**REVISED  
 P.U.D.  
 SITE  
 PLAN**

REVISIONS		
DATE	BY	DESCRIPTION

PROJ. # 03.02322 DATE: 5/8/03  
 SCALE: 1" = 50' DESIGN: BS  
 DRAFT: JDF CHECK: BS



1

PROJECT # 02322

**Currently Approved PDD Site Plan**



D:\projects\97\97058\current\023222\023222\023222\023222.dwg 5/7/16/2003 9:08:05 AM EST



c:\pkins\p7\37059\current\02322\1\02322lay1.dwg 5/16/2003 9:08:05 AM EST

Currently Approved PDD Building Elevation



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 FAX: (843) 862-3210

**FRACTION SHARE  
 AT THE  
 DYE COURSE**

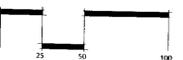
DYE GOLF COURSE  
 NORTH MYRTLE BEACH  
 SOUTH CAROLINA

PREPARED FOR:  
 HENDRICKS AND GANDY, LLC  
 NORTH MYRTLE BEACH  
 29582

**CONCEPTUAL  
 BUILDING  
 ELEVATIONS**

REVISIONS		
DATE	BY	DESCRIPTION

PROJ. # 03.02322 DATE: 5/8/03  
 SCALE: 1" = 50' DESIGN: BJS  
 DRAFT: JDF CHECK: BJS



3

PROJECT # 02322