

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

## AGENDA

6:00 PM, MONDAY, JULY 23, 2018

COUNCIL CHAMBERS

OCONEE COUNTY ADMINISTRATIVE COMPLEX

- ITEM 1- Call to Order**
- ITEM 2- Approval of Minutes from March 15, 2018**
- ITEM 3- Public Comment (Non-Agenda)**
- ITEM 4- Staff Update**
- 1. General Items**
  - 2. Update on BZA Notification Process**
- 1) **ITEM 5-** Daniel Jacob Maalouf is requesting a Special Exception approval as outlined in Chapter 38-7.2 and 38-11.1 of the Oconee County Zoning Ordinance for a wedding chapel facility (no vertical structure) in a Lake Overlay District at 330 Summit Drive, Salem, S. C. (TMS# 039-00-01-068).
  - 2) **ITEM 6-** Sherrie Cobb is requesting a Special Exception approval as outlined in Chapter 38-7.2 and Chapter 38-11.1(d) (1) a. 4. of the Oconee County Zoning Ordinance to operate a firewood sales and possible produce stand activity in the Jocassee Lake Overlay District at 123 Francis Falls Drive, Salem, SC. (TMS# 038-00-01-007).
  - 3) **ITEM 7-** Kay Wade is requesting a Special Exception approval as outlined in Chapter 38-7.2 and Chapter 38-11.1(d) (1) a. 4. of the Oconee County Zoning Ordinance to provide temporary parking on the subject property on Jocassee Lake Road (TMS# 038-00-01-005) to support a shuttle service for Jocassee Lake Tour guests.
  - 4) **ITEM 8 -** David and Kathlyn Mase are requesting a 20' setback variance for an accessory building from the 25' front setback requirement provided for in under Article 10, Section 38-10.2 of the Zoning Ordinance on property along Chattooga Lake Road, Mountain Rest, s. C. (TMS# 059-02-01-032).
- ITEM 8- Old Business** *[to include Vote and/or Action on matters brought up for discussion, if required]*
- ITEM 9- New Business** *[to include Vote and/or Action on matters brought up for discussion, if required]*
- ITEM 10- Adjourn**

# OCONEE COUNTY BOARD OF ZONING APPEALS

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

**MINUTES**  
BOARD OF ZONING APPEALS  
6:00 PM, MONDAY, MARCH 15, 2018  
COUNTY COUNCIL CHAMBERS  
OCONEE COUNTY ADMINISTRATIVE COMPLEX

**Special Meeting**

**Members Present:** Mrs. Fowler  
Mr. Gilster  
Mr. Medford  
Mr. McKee  
Mr. Honea

**Staff Present:** Bill Huggins, Planner

**Media present:** None

**ITEM 1- Call to Order**

Mr. Gilster, Chairman called the meeting to order at 6:00 p.m.

**ITEM 2- Approval of Minutes from January 22, 2018**

Mrs. Fowler made a motion to approve the minutes subject to correcting the names from Mr. Lusk to Mr. Mrogan. Mr. McKee seconded the motion. The motion was passed 4-0 with Mr. Honea not voting.

**ITEM 3- Public Comment (Non-Agenda)**

None

**ITEM 4- Staff Update**

Mr. Huggins stated the Ad Hoc Committee had a meeting on March 14, 2018 and are looking the process of notifying the public on all cases and whether

stringing the process. The findings of that meeting are going to be sent to the Planning and Economic Development Committee and afterwards be sent to the Planning Commission if approved. These changes will involve amendments to the code to strengthen the notification standards that we currently use to notify the public.

**1) ITEM 5- Application VA18-00000,**

Bountyland Enterprises, Inc. is requesting a Variance from Section 32-214(b) and from the setback requirements of the Oconee County Zoning Ordinance for structures to allow underground storage tanks and a portion of new parking isles and curbs to intrude by up to 12.5 feet into the front setback area for a new commercial use. The variance is associated with a proposed commercial use at the intersection of Edinburgh Way and W. Cherry Road in the Seneca area (TMS #271-01-01-149).

Mr. Huggins explained that the request is for a new convenience store at the location. The need for a underground storage tank and also some of the driveway and parking will be with that setback area.

Sec. 38-7.1. - Variances.

The board of zoning appeals may grant a variance in an individual case of unnecessary hardship if the board of zoning appeals makes and explains in writing the following findings:

- (1) There are extraordinary and exceptional conditions pertaining to the particular piece of property;
- (2) These conditions do not generally apply to other property in the vicinity;
- (3) Because of these conditions, the application of this chapter to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property;

The authorization of a variance will not be of substantial detriment to adjacent uses or to the public good, and the character of the district will not be harmed by the granting of the variance.

- a. The board of zoning appeals may not grant a variance the effect of which would be to allow the establishment of a use not otherwise permitted. The fact that the property may be utilized more profitably, should a variance be granted, may not be considered grounds for a variance.
- b. The board of zoning appeals may grant a variance to extend physically an existing nonconforming use provided that the expansion does not adversely affect the character of the community and is designed so as to minimize any negative secondary impacts.
- c. In granting a variance, the board of zoning appeals may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the board of zoning appeals may consider advisable to protect established property values in the surrounding area, or to promote the public health, safety, or general welfare.

The developer shall have the burden of providing evidence to the county of compliance with the general requirements of this chapter and the specific requirements of the applicable section. The

Board of Zoning Appeals may impose whatever reasonable conditions it deems necessary to ensure that any proposed development will comply substantially with the objectives in this chapter.

Mr. Huggins stated that the request does meet all the requirements for a variance.

Mr. Turner spoke for the applicant stating the others issues are the railroad right-of-way and safety. Mr. Turner stated that the request isn't considered a vertical structure in any other surrounding counties.

Mr. Huggins stated that interpretation does come into play on a situation like this. In the future staff will be looking into how to interpret the code. Mr. Honea stated that he understands that the only think above ground will be the curve. Mr. Huggins stated that is correct.

Mr. Cogner stated he is in favor for the request, but concerning the process he can foresee circumstances where underground tanks and the variance request should be a part of the review process.

Mr. Huggins stated the definition of a structure is: Anything constructed or erected, the use of which requires location in or on the land or attachment to something having a permanent location in or on the land.

Mr. McKee made a motion to hear all the criteria for a variance at once Mr. Medford seconded the motion and passed unanimously.

Mr. Gilster read all the criteria for a variance request. Mrs. Fowler made a motion to approve the request to vote all the criteria as one and Mr. Medford seconded the motion and passed unanimously. Mr. Medford made a motion to amended the motion to allow the criteria be voted as one because staff had already went through the criteria one at a time and explained that the request meets all the criteria Mr. McKee seconded the amended motion and passed unanimously.

## **2) Approval of Board Order**

### **ITEM 6- Old Business**

None

### **ITEM 7- New Business**

None

### **ITEM 8- Adjourn**

Mr. McKee made a motion to adjourn Mrs. Fowler seconded the motion and passed unanimously.

6:22pm

**SE 18-000001**

**Special Exception**

**Daniel Jacob Maalouf**

**330 Summit Drive, Salem, SC**

**TMS# 039-00-01-068**

June 7<sup>th</sup>, 2018

Bill Huggins  
Community Development  
Oconee County, SC

Mr. Huggins and members of the BZA,

My wife and I are kayak tour guides on Lake Jocassee and have been operating weekend tours on the lake for going on 6 years now. When a friend gave us the opportunity to buy some land close to the lake, we jumped at this as it has always been my dream. We currently own 2 acres and my father, George Maalouf currently owns the 2 adjacent acres, totaling +4acres. Our plan is to each build a lake cabin that will one day be our full time residence. We also wanted somewhere to stay on the weekends in the meantime when we are providing lake tours, so we decided to build the small 120 sqft treehouse.

When Lana and I got engaged, we decided we wanted to get married at the most beautiful place in the South East, in the woods at Lake Jocassee. We picked out a spot, and did our research regarding the lake overlay district. I measured out 750 ft on the Oconee County GIS and planned our site accordingly. I was not aware of an actual lake overlay map (uploaded on 4/30/18, summit.pdf).

Since our wedding on May 20<sup>th</sup>, 2017, we had interest from friends and family to have their weddings there, so we thought it would be beneficial to host occasional weddings on the property. The venue itself is very simple. There is a 30x60 gravel pad that is designated as the "reception area". This is where we put a tent, tables and chairs for the dinner reception. The chapel area is also very simple as it is just benches and mulch with a burlap runner. The benches are made from the trees we felled around the property. We take pride in maintaining the natural appearance of the property, complete with 15 ft mountain laurels and rhododendron providing a natural backdrop.

There are only 3 weddings scheduled for 2018, two already occurred in the spring, and there is one more scheduled for the fall. We don't anticipate anyone wanting an outdoor wedding in the summer or winter, so we are looking at a potential handful of weddings in the spring and fall. Weddings are limited to 50-80 guests and music is limited in volume. Quiet hours of 10pm are also enforced. We hope to be as low impact to the neighbors and environment as possible. We have received verbal approval from 3 of the 4 closest neighbors.

Please note: When I was made aware of the lake overlay map, I measured the line on GIS, and it appeared to be inaccurate. I have uploaded an updated Lake Overlay map provided by Lisa Simmering of Oconee County GIS, (uploaded on 6/7/18, overlay\_039-00-01-068(1).pdf) as well as a site map overlaid onto a satellite photo of the property ( uploaded on 6/7/18, Sitemap.pdf). You will notice that it appears the all areas noted on the site map are in fact NOT within the Lake Overlay District.

It is my pleasure to be a resident of Oconee County and we appreciate the time the BZA has taken to review this case. Should you have any further questions, please don't hesitate to ask.

Respectfully,

Daniel & Lana Maalouf  
864-704-7984

## Talking Points

### BZA Hearing 6.25.18

- 1) Summit Drive was subdivided into 8 parcels in 1978. Each of the lots was sold for residential purposes, however no development of any kind took place for the following 3 decades. The 30 year covenants “automatically ceased and terminated” in 2008, still with no residential development having occurred.
- 2) According to the zoning map provided by Oconee County, the parcel in question 039-00-01-068 lies in the Control Free District.
- 3) Initial measurements taken on GIS by myself indicated that the wedding chapel was outside of the Lake Overlay District. These measurements show that, according to Oconee County GIS, the wedding chapel is just outside 750 ft from the nearest point on the lake.
- 4) The “wedding chapel” is merely wooden log benches, sawn from the trees I cut down from our property.
  - a. Should it be determined that the wood benches in fact ARE within the Lake Overlay District, I apologize for the oversight and hope to receive the Boards approval for continued use of this area. Moving the benches out of the Lake Overlay district is possible, however it would require the removal of several large beautiful trees. Moving the benches out of the Lake Overlay District would also result in the wedding chapel being located closer to our neighbors; a move we are hoping to avoid.
- 5) Since we began advertising the wedding chapel 14 months ago, we have only held 2 commercial weddings at the property.
  - a. During these weddings, only about 20 minutes is spent in the wedding chapel. The rest of the evening is spent in the reception area and on the grassy lawn, each of which is located well beyond the Lake Overlay District.
  - b. We plan to limit weddings to an average of 1 per month.
- 6) Parking for up to 50 vehicles is available on our other 2 acres, all of which is outside of the Lake Overlay District. This parking area as well as Summit Drive (the private road leading up to the property) is maintained solely by myself. Approximately \$10,000 in maintenance has been completed in the last 2 years.
  - a. Before we developed the road and the property, the road was completely unusable. It was covered in large piles of fill dirt, deposited by the neighbor at the bottom of the hill. Over the years, trees and brush overgrew the piles of dirt, resulting in a very expensive and labor intensive cleanup of the road. This was completed entirely by me and a crew I hired with no financial or labor assistance from any of the neighbors, including the one who dumped the dirt there in the first place.
  - b. I intend to continue maintenance of Summit Drive for the duration of our commercial activates on the property.
  - c. The above 2 items are evidence that the Commercial Activity in question is beneficial to the area and to my neighbors.

The Wedding Venue located at 330 Summit Drive is beneficial to the citizens of Oconee & surrounding Counties. Additionally, it is well maintained and low impact on the neighborhood and natural environment.

Agree

Disagree

Agree	Disagree
<i>[Signature]</i>	
K. H. Hodgson's	
Rebecca J. Musick	
Kristy Bright	
<del>[Signature]</del>	
Kelly Gyn	
Meulke Linn	
Andrea MORRISMAN	
Robert Meubman	
<del>[Signature]</del>	
<del>[Signature]</del>	
Shirley Yaffin	
<del>[Signature]</del>	
Gymddleton	
<del>[Signature]</del>	
Heenie Couch	
JANA 2006	
Angela Cook	
<del>[Signature]</del>	
Maureen Carr	
Christina D. Bunch	
Cecilia Pease	
Cindy White	

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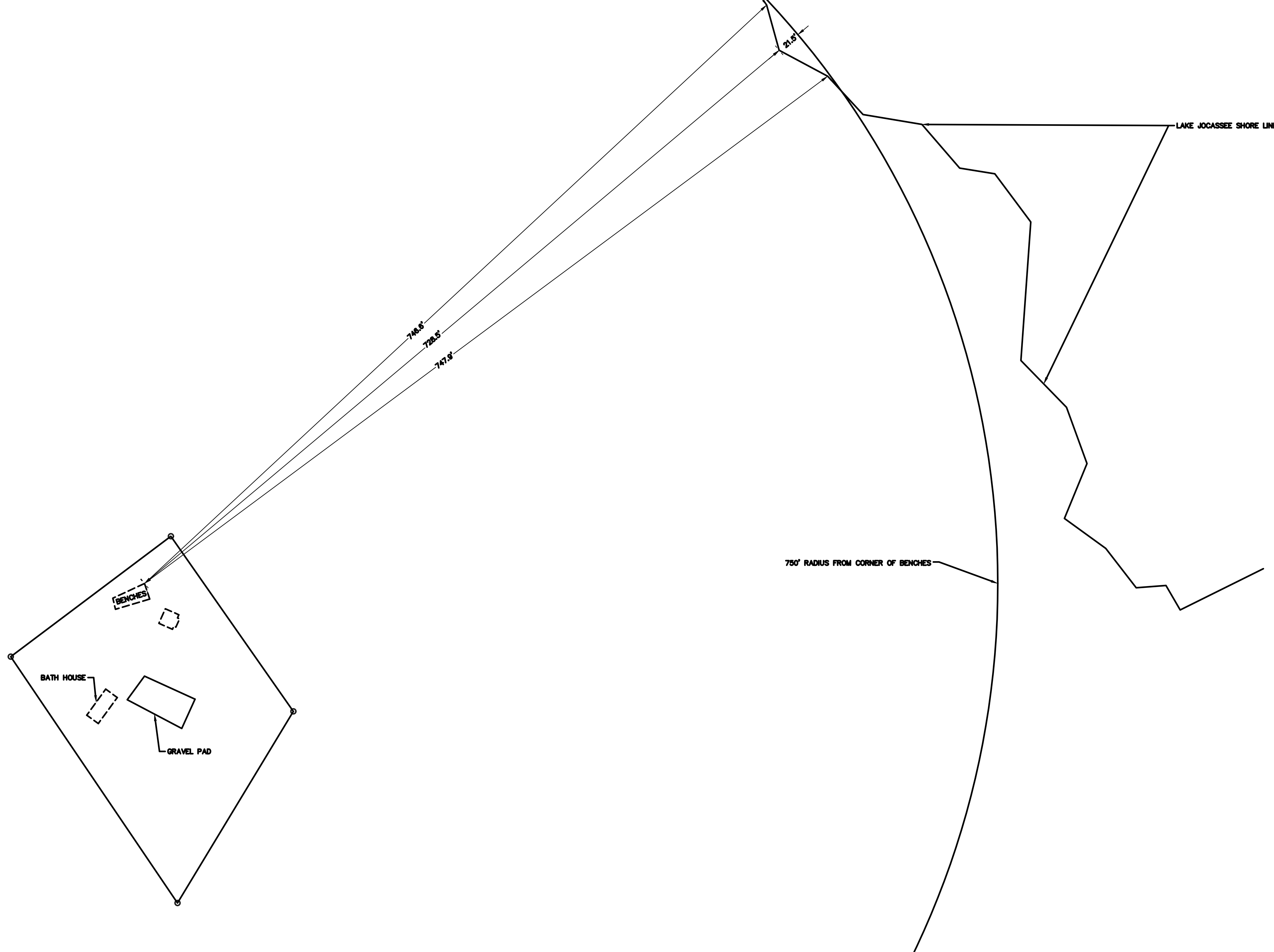




**Case SE 18-000001**

Special Exception Request





NO.	DATE	BY	REVISION

Rogers & Callcott Environmental  
 426 Fairforest Way  
 Greenville, SC 29607  
 (864) 232-1556 RogersandCallcott.com

SCALE: *As shown*  
 DATE: *June 2018*  
 DRAWN BY: *TSS*  
 CHK'D BY: *BLG*  
 APP'D BY: *BLG*

330 SUMMIT DRIVE  
 Town of Salem  
 Oconee County South Carolina

DRAWING NO.  
 1  
 PROJECT NO.  
 2018-084



chapel

treehouse

bathhouse

reception area

330



Date: June 25, 2018

To: Members of the Board of Zoning Appeals

From: Bill Huggins, AICP  
Senior Planner

Re: Staff Report for SE18-000001, Special Exception Request by Daniel Jacob Maalouf

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The applicant is requesting a Special Exception from the Board of Zoning Appeals to allow a wedding chapel and assorted tour activities on a one acre parcel along Lake Jocassee in the northeastern corner of the County above Salem. Non-residential activities in the Jocassee Lake Overlay District require approval under the Special Exception provisions of the Zoning Ordinance. The wedding and tourist activities were added to the site in 2017. The use features a reception area defined by a gravel pad for tables and chairs and a mulched area and wooden benches which serve as the chapel. A bathhouse is also located on the property.

When a complaint about the site came to the County's attention, a staff investigation was undertaken to determine what, if any, violations had occurred and to discuss potential remedies with the applicant. A building permit is required for a treehouse and bathhouse and has been applied for. The treehouse is not a commercial activity subject to Special Exception review. The applicant believes that the wedding facilities are outside the Overlay boundary, which cuts across the northeast side of the parcel. However, this fact cannot be clearly established without a formal survey to locate the demarcation boundary and the affected uses. The Overlay applies to property within 750' of the full pond contour of Lake Jocassee, which is 1100' above Mean Sea-Level. Without definitive evidence to the contrary, the Zoning Administrator has ruled that the non-residential uses must be assigned to the Overlay. The burden of proof to the contrary lies with the applicant, who could also appeal the Zoning Administrator's ruling to the Board. However, that would be a separate application, and the applicant has chosen to proceed with the understanding that the overlay standards apply to the uses in questions.

The subject property is accessed by a private road called Summit Drive, which is about 750' in length and empties on to Cool Valley Road, which in turn ties in to Jocassee Lake Road. The applicant has indicated that the wedding facility has booked only 2 events thus far in 2018 and that the maximum wedding party is capped at 50 to 60 participants. During events, the private access road will need to accommodate an undetermined number of vehicles, and sufficient parking should be available on site to handle the activity. The County has no commercial road standards or formal parking standards for particular uses.

## Criteria

Non-residential uses are allowed in the Overlay district only through the Special Exception review and approval process by the Board of Zoning Appeals, and such uses must meet the four criteria listed below. According to Section 38-7.2 of the Zoning Ordinance, such uses must be:

- 1) In accordance with the comprehensive plan and is consistent with the spirit, purposes, and the intent and specific requirements of this chapter, to include the definition and intent of the district in which the special exception is being requested;
- (2) In the best interests of the county, the convenience of the community and the public welfare;
- (3) Suitable for the property in question, and designed, constructed, operated, and maintained so as to be in harmony with and appropriate in appearance to the existing or intended character of the general vicinity;
- (4) Suitable in terms of effects on highway traffic, parking and safety with adequate access arrangements to protect streets from undue congestion and hazards.

In addition, the Board has the flexibility to require any other conditions on approval that it feels are appropriate to insure that the residential character of the area is maintained. The Board may also apply any provisions it feels are applicable from Appendix A of the Ordinance. That Appendix is included in this packet. The area is zoned Control Free District, so uses are not generally restricted, except where an Overlay imposes a review process and possible conditions on approval beyond the strict requirements of the underlying zoning district or related codes.

## Public Input

The packet also contains letters and comments from property owners in the area who have expressed concerns about the request.

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

13-D Pg 133  
PROTECTIVE COVENANTS

WHEREAS, W. B. EVINS, JR. and D. R. EVINS are the owners of that certain real estate in Oconee County, South Carolina, known as Lots Nos. 7, 8, 9, 10 and 12 of the property of JOCASSEE ACRES, as shown on a plat made by W. R. Williams, Jr., Surveyor, dated December 9, 1974, recorded in the Office of the Clerk of Court for Oconee County, South Carolina, in Plat Book P-42, page 92 and are developing said property as a single subdivision and desire to impose thereon a general, uniform scheme of restrictions for the development and protection of the neighborhood;

NOW, THEREFORE, for and in consideration of mutual covenants and conditions herein contained for the benefit of W. B. Evins, Jr. and D. R. Evins and the future owners of the property in said subdivision, the following covenants and restrictions upon the sale, transfer and use of the above described property are hereby imposed upon the undersigned individuals, their heirs and assigns, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two automobiles.
2. No lot shall be recut so as to face in any direction other than that shown on the recorded plat.
3. No residence containing less than 1000 square feet of floor space, exclusive of open porches and garages, shall be constructed on any lot.
4. No building shall be located on any lot nearer than 35 feet to the side of any street line. No building shall be located nearer than five feet to any side lot line.
5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently.
6. No noxious or offensive activities shall be carried on on any lot, nor shall anything be done which may be or become a nuisance or an annoyance to the neighborhood. No junked automobiles, house trailers, trash, garbage or other waste shall be permitted to remain on any lot. No animals, livestock or poultry shall be permitted on any lot except cats, dogs, birds or other household pets in reasonable numbers as pets for the pleasure of the owner of any lot.
7. Sewerage disposal shall be by sewerage disposal systems complying with the specifications of the State Board of Health.
8. An easement is hereby reserved to lay or place water, gas and sewer pipes, telephone, telegraph and electric light poles on any of the streets shown on said recorded plat without compensation or consent of any lot owner, and an easement for the installation and maintenance of utilities and drainage facilities is reserved over the rear and side five (5) feet of each lot shown on the recorded plat.

RECORDED  
ROY D. HARDEN  
AUG 29 1978  
CLERK OF COURT  
OCONEE COUNTY, S. C.

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9. All fuel oil tanks or containers shall be covered, buried underground or kept in the rear of the residence erected on any lot.

10. No dwelling shall be erected or placed on any lot which has been reduced in size greater than twenty per cent (20%) from the size which is now shown on the recorded plat.

The Covenants and Restrictions hereinabove set forth shall run with the land and shall be binding upon all persons claiming under them for a period of thirty (30) years from the date these Protective Covenants are recorded, at which time these Covenants and Restrictions shall automatically cease and terminate unless a majority of the then owners of the lots shown on the recorded plat shall agree in writing to extend said Covenants for an additional period of ten (10) years.

If the undersigned, their heirs and assigns, shall violate any of the Restrictions hereinabove set forth, it shall be lawful for any person or persons owning any real estate situate in the said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such Covenants and Restrictions, and either to prevent him or them from doing so or to recover damages or other dues for such violation. Invalidation of any one of the Covenants or Restrictions hereinabove set forth by judgment or Order of Court shall in no wise affect any other remaining provisions, which shall remain in full force and effect.

No part of the property shown on said plat except said specifically numbered lots shall be subject to those restrictive covenants.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 25th day of August, 1978.

IN THE PRESENCE OF:

Constance S. McBride  
[Signature]

[Signature]  
W. B. EVINS, JR.  
[Signature]  
D. R. EVINS

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me the undersigned, who on oath states that he saw the within named W. B. Evins, Jr. and D. R. Evins sign, seal and as their act and deed deliver the foregoing written instrument, and that he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me

This 25th day of  
August, 1978.

[Signature]  
JOHN W. DYLLARD

Constance S. McBride, S.  
Notary Public for South Carolina

My Commission Expires 5/22/83



# McNeely's Store & Rental #6 (West Union)

PO Box 40 Sapphire, NC 28774  
 833 Anderson St West Union, SC 29185  
<http://www.mcneelycompanies.com>

864-718-1449 Phone  
 864-638-6404 Fax



**Status: Completed**

Invoice #: 134323-6  
 Invoice Date: Mon 10/10/2016  
 Date Out: Fri 9/30/2016 10:48AM

Operator: Dan Hall

Customer #: 39650

DANIEL JACOB MAALOUF  
 203 PINK BLOSSOM CT  
 GREENVILLE, SC 29696

864-884-1594 Phone

**Ordered By:**

Qty	Key	Items	Item#	Status	Returned Date	Price
1	AG3N12359	TRACKHOE, 337 - E50 COMPACT	6760	Returned	Mon 10/10/2016 2:53PM	\$1,236.00
Meter Out: 2089.3      Meter In: 2118.3      Total hours on meter: 29.0 EQUIPMENT MUST BE REFUELED BEFORE RETURN ***** NEVER REFUEL WHILE UNIT IS RUNNING. PLEASE CHECK ENGINE OIL LEVEL WHEN REFUELING.  DIESEL FUEL ONLY WARNING! CHECK FOR UNDERGROUND WIRES, GAS LINES, & PIPES BEFORE DIGGING.						

**Payments made on this contract:**

Rental/Sale Paid	\$436.72	Fri 9/30/2016 10:49AM Credit Card Visa xxxxx-xxxx-xxxx-xxxx	DDDD
Rental/Sale Paid	\$873.44	Mon 10/ 3/2016 9:22AM Credit Card Visa xxxxx-xxxx-xxxx-xxxx	DDDD SSSS
<b>Total</b>	<b>\$1,310.16</b>		

**Rental Contract**

CONDITIONS FOR EQUIPMENT RECEIVED ON REVERSE SIDE.

No warranty of merchantability or fitness expressed or implied which extend beyond the description on the face hereof.  
 \*THERE IS A CHARGE FOR ALL TIME OUT INCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS.  
 \*IF ITEMS RETURNED UNCLEAN OR DAMAGED, THEN ADDITIONAL CHARGES WILL BE INCURRED BY YOU FOR THE COSTS ASSOCIATED WITH THE CLEANING OR REPAIRING.

I, the undersigned renter, specifically agree to and authorize payment of any remaining balance, including but not limited to, costs for cleaning or repairing damaged items, to be charged to the credit card or electronically deducted from the checking account associated with this contract or on file, or charged to my McNeely's account, at the discretion of McNeely's. I also agree that I have received and understand the instructions regarding the use and operation of the rented equipment. Renter further acknowledges that he has read and fully understands this equipment rental contract and agrees to be bound by all of the terms, conditions, and provisions hereof. Renter acknowledges that he has received a true and correct copy of this agreement at the time of the execution hereof.

THIS IS A LEGALLY BINDING CONTRACT, READ BOTH SIDES BEFORE SIGNING

**Signature:**

DANIEL JACOB MAALOUF

Rental:	\$1,236.00
Subtotal:	\$1,236.00
3 TAX JUNE 12, 2007:	\$74.16
<b>Total:</b>	<b>\$1,310.16</b>
<b>Paid:</b>	<b>\$1,310.16</b>
<b>Amount Due:</b>	<b>\$0.00</b>

OPEN 7AM-5PM MON- THUR, 7AM-6PM FRI, CLOSED SAT-SUN

Printed On Mon 6/25/2016 10:39AM

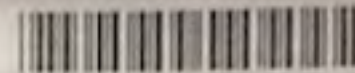
Software by Point-of-Rental Software www.point-of-rental.com

Modification #4  
 Contract-Params.rpl (9)

# McNeely's Store & Rental #6 (West Union)

PO Box 40 Sapphire, NC 28774  
 833 Anderson St West Union, SC 29163  
<http://www.mcneelycompanies.com>

864-718-1449 Phone  
 864-638-6404 Fax



**Status: Completed**

Invoice #: 129422-6  
 Invoice Date: Mon 8/1/2016  
 Date Out: Fri 7/29/2016 4:34PM

Operator: Jacob Grant

Customer #: 39650

DANIEL JACOB MAALOUF  
 203 PINK BLOSSOM CT  
 GREENVILLE, SC 29696

864-884-1594 Phone  
 Job Descr: \

**Ordered By:**

Qty	Key	Items	Item#	Status	Returned Date	Price
1	5099#28	CHIPPER, 10" VERMEER BC-1000102788 Meter Out: 269.4 EQUIPMENT MUST BE REFUELED BEFORE RETURN ***** KEEP LOOSE CLOTHING AWAY FROM MACHINE. NEVER REFUEL WHILE UNIT IS RUNNING. PLEASE CHECK ENGINE OIL LEVEL WHEN REFUELING. THERE IS A \$6.00 PER GALLON CHARGE FOR ALL FUEL USE DIESEL FUEL ONLY WARNING! CHECK FOR UNDERGROUND WIRES, GAS LINES, & PIPES BEFORE DIGGING.		Returned	Mon 8/1/2016 7:02AM	\$220.00
15	DIE-6	DIESEL, PER GALLON	58048	Pulled		\$63.75

**Payments made on this contract:**

Rental/Sale Paid	\$233.20	Fri 7/29/2016 4:36PM Credit Card Visa	xxxx-xxxx-xxxx-xxxx
Deposit Paid	\$100.00	Fri 7/29/2016 4:36PM Credit Card Visa	xxxx-xxxx-xxxx-xxxx
<b>Subtotal</b>	<b>\$333.20</b>	Fri 7/29/2016 4:36PM	
Rental/Sale Paid	\$67.57	Mon 8/1/2016 7:04AM Credit Card Visa	xxxx-xxxx-xxxx-xxxx
Deposit Refund	(\$100.00)	Mon 8/1/2016 7:04AM Credit Card Visa	xxxx-xxxx-xxxx-xxxx
<b>Subtotal</b>	<b>(\$32.43)</b>	Mon 8/1/2016 7:04AM Tendered \$0.00 Change \$32.43	
<b>Total</b>	<b>\$300.77</b>		

**Rental Contract**

CONDITIONS FOR EQUIPMENT RECEIVED ON REVERSE SIDE.  
 No warranty of merchantability or fitness expressed or implied which extend beyond the description on the face hereof.  
 \*THERE IS A CHARGE FOR ALL TIME OUT INCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS  
 \*IF ITEMS RETURNED UNCLEAN OR DAMAGED, THEN ADDITIONAL CHARGES WILL BE INCURRED BY YOU FOR THE COSTS ASSOCIATED WITH THE CLEANING OR REPAIRING.

I, the undersigned renter, specifically agree to and authorize payment of any remaining balance, including but not limited to, costs for cleaning or repairing damaged items, to be charged to the credit card or electronically deducted from the checking account associated with this contract or on file, or charged to my McNeely's account, at the discretion of McNeely's. I also agree that I have received and understand the instructions regarding the use and operation of the rented equipment. Renter further acknowledges that he has read and fully understands this equipment rental contract and agrees to be bound by all of the terms, conditions, and provisions hereof. Renter acknowledges that he has received a true and correct copy of this agreement at the time of the execution hereof.

THIS IS A LEGALLY BINDING CONTRACT, READ BOTH SIDES BEFORE SIGNING

Rental:	\$220.00
Sales:	\$63.75
<b>Subtotal:</b>	<b>\$283.75</b>
3 TAX JUNE 12, 2007:	\$17.02
<b>Total:</b>	<b>\$300.77</b>
<b>Paid:</b>	<b>\$300.77</b>
<b>Amount Due:</b>	<b>\$0.00</b>

**Signature:**

DANIEL JACOB MAALOUF

OPEN 7AM-5PM MON- THUR, 7AM-6PM FRI, CLOSED SAT-SUN

Printed On Mon 6/25/2016 10:39AM

Software by Point-of-Rental Software [www.point-of-rental.com](http://www.point-of-rental.com)

Modification #3  
 Contract-Params.rpt (9)

122686

## HEAD-LEE NURSERY, INC.

2305 Blue Ridge Blvd  
SENECA, SC 29672  
Phone 863-3863

Delivery

Customer's Order No. \_\_\_\_\_ Date 5-12 2019

Name Daniel

Address Summit dr Salem SC

Email \_\_\_\_\_

Phone / Cell \_\_\_\_\_

QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
----------	------	-------------	-------	--------

QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
3	Loads	4.75	150	450.00
10	yards	Don't forget with Virent	24	240.00
1		Delivery Match	50	50.00
14.4		Ton Cherry Dust	5.60	80.64
92.0		Ton Crusher run	10.10	929.71
4		Delivery Semi Crusher run	175.00	700.00
1		delivery red truck Aug 2018	75.00	75.00
2		Loads crusher run landscape	380.00	760.00
		Taxable		1250.69
		TAX		75.04
		TOTAL		3360.73

All items and return goods must be accompanied by this bill.

Received  
By \_\_\_\_\_

Thank You

# HEAD-LEE NURSERY, INC.

2365 Blue Ridge Blvd.  
 SENECA, SC 29672  
 Phone 882-3663

125070

Customer's Order No.

Date

2-24-2018

Name Daniel MacLough / Socassee tree House

Address

Email

Phone / Cell:

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	LAYAWAY
---------	------	--------	--------	----------	-------------	----------	---------

QUAN.	DESCRIPTION	PRICE	AMOUNT
20	yards topsoil	27.00	540.00
20	yards d&G Hardwood	21.60	432.00
1	Load chips	200.00	200.00
1	Load Quarry dust	87.14	87.14
1	Delivery	150.00	150.00
			1059.14

**PAID**  
 by phone  
 on 3-1-18

All claims and returned goods MUST be accompanied by this bill.

Received

TAX 63.55

TOTAL 1122.69

## Willis Huggins

---

**From:** Ben Ferguson <clearwatermarine@bellsouth.net>  
**Sent:** Wednesday, June 20, 2018 7:33 AM  
**To:** Willis Huggins; David Ward; Chris Lynch  
**Subject:** Actions on Summit Dr with Daniel Maalouf Property

Mr Huggins

David Ward and I own property at the end of Summit Dr , Salem SC joining the Maalouf 's. We evidently are beyond the 250 feet requirement to be informed on whats going on in our neighborhood as his father owns property joining us. Although we are actually within the 250 feet requirement. Please send us all info regarding this matter ASAP and any info that affects us in the further concerning this neighborhood.

Thank You

**Ben Ferguson**  
**L Marine Team Pickens**  
2640 Walhalla Highway  
Six Mile, SC 29682  
Phone: 864-868-4188  
Fax: 864-868-4189  
<http://lmarineteampickens.com/>

## Willis Huggins

---

**From:** Beckert, Joseph M - CHARLOTTE NC <joseph\_m\_beckert@ml.com>  
**Sent:** Thursday, June 14, 2018 3:07 PM  
**To:** Willis Huggins  
**Subject:** Board zoning for Jocassee Lake Road

Dear W Huggins,

Hello, thank you for the letters regarding zoning appeals for Jocassee Lake Road. I live in Charlotte and I don't expect to attend the meeting on the 23<sup>rd</sup> at 6 pm on a Monday unless there is the possibility to vote on the exceptions. I would like to know prior to the meeting, however, what the intentions are in terms of facilities and scope for the commercial parking for shuttles and for sale of fire wood. My vacation property is off of Francis Falls Drive on Jocassee Glen Drive and I currently know that my neighbor sells firewood and there is parking on the grass next to him.

Could you please email me a reply or call me to provide some scope of what would be allowed or is expected for these two exceptions in the future? I would be interested to know so we don't find out that the scenic nature of the location in the future becomes a paved business parking lot for commercial traffic or a store front.

Is there going to be a vote on any proposed exceptions? If not, I would like to know how exceptions are granted and how the neighbors can weigh in. Thank you,

Best regards,

### Joseph M. Beckert, CFP®

Vice President  
Wealth Management Advisor  
Portfolio Manager

Merrill Lynch, Pierce, Fenner & Smith Inc.  
6000 Fairview Road Suite 600 Charlotte, NC 28210  
Ph 980.282.1743 Fax 704.837.8948 Toll Free 800.937.0406  
[Joseph M Beckert@ml.com](mailto:Joseph_M_Beckert@ml.com)  
[http://fc.ml.com/JOSEPH M BECKERT](http://fc.ml.com/JOSEPH_M_BECKERT)

For insights on the go follow Merrill Lynch on [LinkedIn](#)

Life's better when we're connected®



Our office moved on October 3<sup>rd</sup> 2016 to a new location: 6000 Fairview Road Suite 600 Charlotte NC 28210 phone 980-282-1743.

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<http://www.bankofamerica.com/emaildisclaimer>. If you are not the intended recipient, please delete this message.

## Willis Huggins

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**From:** Willis Huggins  
**Sent:** Monday, June 04, 2018 4:28 PM  
**To:** Sherrie Williams  
**Cc:** Adam Chapman  
**Subject:** Fwd: Property under investigation / 330Summit Dr. Salem SC. 29676

Sherrie: let me know if you get this.

Bill  
Sent from my iPhone

Begin forwarded message:

**From:** Chris Lynch <[baldbarber1@yahoo.com](mailto:baldbarber1@yahoo.com)>  
**Date:** June 4, 2018 at 3:48:10 PM EDT  
**To:** [whuggins@oconeesc.com](mailto:whuggins@oconeesc.com)  
**Subject:** **Property under investigation / 330Summit Dr. Salem SC. 29676**

Mr. Huggins , I'm writing in regards to the miss use of property by Mr. Daniel Maluaf at 330 Summit Dr. Salem SC. 29676.

I registered the complaint to Oconnee codes office on Apx. 4-17-18. It's my understanding investigation was conducted.

I gave permission to enter the private road to the County. Now I understand a meeting to review has been scheduled for June 26th at which time I'm out of town. I believe it would have been the right thing to at least contact me and other residence affected by the private property being used for commercial use.

Now I know the owner has pulled permit to build a house which has not been done. There is direct violations been committed.Mr. Maalouf makes it clear when I try to talk reasonable with him about the problem, he's only concerned about himself and personal gain.

Are only some of expected to follow rules and others exempt.

It's my understanding special meeting is called to consider giving permission for the violators of the rules.

Mr. Maalouf has had power turned on without a letter of occupancy by the county.

When I built my house inspections had to be done and passed to get a letter of occupancy.

If special privileges are being given or passes to the violators in this case. The county allows this it looses all credibility. Why would anyone ever follow the rules to build in Oconnee Co, SC. if a pass can be obtained by a few.

This property was part of a development, it's behind a private shared gate.

Please do not allow special privilege for this property to be made commercial.

A Airb&b at single family sweeping is one thing but turning the neighborhood into a commercial business is another.

The Maalouf's are wanting to turn the whole place into tree house rentals , wedding Chapel & Boat storage rental. The property was never intended for this by original developer. This is a private shared road the overuse is a burden to myself an other lot owners. Thanks Christopher D



## Willis Huggins

---

**From:** Chris Lynch <baldbarber1@yahoo.com>  
**Sent:** Tuesday, June 12, 2018 9:53 AM  
**To:** Willis Huggins  
**Subject:** Re: Property under investigation / 330Summit Dr. Salem SC. 29676d

Mr. Huggins thanks for your response to my enquiries on the problem Mr. Maalouf has created. I've expressed my concern and complete opposition in the case being presented. Mr. Maalouf wants to be able to continue business as usual. Although he's been in direct violation of going through proper procedures. He's had power turned on somehow without a letter of occupancy. He's pulled permit for a house that hasn't been built instead other structures with no inspection. He wants to use all properties for business for his personal gain.

He wants to conduct a wedding chapel that brings heavy traffic on (Cool Valley) county rd. that is not adequate for the additional pressure. It is one lane where on coming vehicles have to back up at times to move over to allow for passing by one another. Furthermore allowing heavy pressure on a private shared drive that is private gated. I and others lot owners share the cost to maintain. The traffic presents a danger visitors drive up and down a steep gravel road at dangerous and uncontrollable speeds. This is a threat to my children and other visitors. The roads are absolutely inadequate for the excessive business traffic. Is the board of the special meeting willing to be partly responsible in the event of any tragic accident, if permission is granted?

Mr. Maalouf has been approached and politely asked by me to cease in this activity.

This meeting is scheduled to quickly for most owners that live away off to know about the meeting or have time to be prepared to give a response.

I personally have had a vacation planned for months ahead and can't attend. I'm directly affected by the outcome of this meeting.

Respectfully requesting that this meeting be rescheduled till at least the next meeting or a later date. That way in this remote area others have more time to plan attendance.

If you choose to continue as planned, please take my extreme opposition in to account concerning the matter.

I appeal to this board to not allow some of the most beautiful lands of the State to be harmed by commercialism.

Must we continue to destroy all of the peaceful places around the State all for a dollar? If Mr. Maalouf and other Profit seekers are not held in check within reason. All the beautiful places will disappear for good and all will be lost.

Respectfully, thanks for your consideration. Christopher D Lynch Sent from my iPhone

> On Jun 6, 2018, at 8:36 AM, Willis Huggins <whuggins@oconeesc.com> wrote:

>

> Chris: I understand your concern. We notify property owners based on the current standard, state statute and local code requirements. In addition, the property will be posted. If everyone who you've indicated does not receive direct notification, they should be able to know about the case through a required legal ad, word of mouth, and the property posting. If others wish to be notified of the details in this case, we can certainly place them on our notification list, but they would have to request that. As to your specific request about notification, I will pass that request along to my supervisor. However, please understand that we need to be consistent in the notification process from case to case. Call me this morning and we can certainly discuss this.

>

> Thanks

> Bill

>

>

>

> Bill Huggins

> Planner

> Community Development

> Oconee County, SC  
> Phone: 864-710-2390  
> Email: whuggins@oconeesc.com

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>

> -----Original Message-----

> From: Chris Lynch [mailto:baldbarber1@yahoo.com]  
> Sent: Tuesday, June 05, 2018 7:44 PM  
> To: Willis Huggins  
> Subject: Re: Property under investigation / 330Summit Dr. Salem SC.  
> 29676d

>  
> Mr. Huggins in addition I would like to request all lot owners in the development be informed. There is owners most likely unaware of what is going on. In addition any property adjacent to either side of Summit Rd. should be made aware of the request.

> This all sneaky business and outrageously unfair to all owners that could be affected.

> I do not wish to make this a legal battle but have already spoke to a  
> attorney that believes there is a case. I don't want this but do not  
> intend to be run over in the matter. Chris Lynch

>  
> Sent from my iPhone

>  
>> On Jun 5, 2018, at 10:34 AM, Willis Huggins <whuggins@oconeesc.com>

>> wrote  
>>

>> Chris: I will include your email in the record for this Board of Zoning Appeals case. The deadline for application for the June 25 Board meeting is this Thursday and we are still awaiting additional information from the applicant to make the Special Exception request application complete. After Thursday, the property will be posted and letters will also be sent to property owners within a 250' radius of the property notifying them about the case. This letter is sent out at least 15 days prior to the meeting. New requirements for notification are now under consideration by Council and will be forthcoming. But this is the current requirement. If you have other questions, please let me know. I will include you on the notification list if you wish for mailing, if you make that request, even if you do not have property within the 250 foot radius. If you have other questions about what factors the Board considers in reviewing Special Exception requests, please let me know. I would be glad to discuss the matter with you.

>>  
>>  
>> Sincerely,  
>> Bill

>>  
>>  
>> Bill Huggins  
>> Planner  
>> Community Development  
>> Oconee County, SC  
>> Phone: 864-710-2390  
>> Email: whuggins@oconeesc.com

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>>  
>> -----Original Message-----  
>> From: Chris Lynch [mailto:baldbarber1@yahoo.com]  
>> Sent: Monday, June 04, 2018 3:48 PM  
>> To: Willis Huggins  
>> Subject: Property under investigation / 330Summit Dr. Salem SC. 29676  
>>  
>>  
>> Mr. Huggins , I'm writing in regards to the miss use of property by Mr. Daniel Maluaf at 330 Summit Dr. Salem SC. 29676.  
>> I registered the complaint to Oconnee codes office on Apx. 4-17-18. It's my understanding investigation was conducted.  
>> I gave permission to enter the private road to the County. Now I understand a meeting to review has been scheduled for June 26th at which time I'm out of town. I believe it would have been the right thing to at least contact me and other residence affected by the private property being used for commercial use.  
>> Now I know the owner has pulled permit to build a house which has not been done. There is direct violations been committed.Mr. Maalouf makes it clear when I try to talk reasonable with him about the problem, he's only concerned about himself and personal gain.  
>> Are only some of expected to follow rules and others exempt.  
>> It's my understanding special meeting is called to consider giving permission for the violators of the rules.  
>> Mr. Maalouf has had power turned on without a letter of occupancy by the county.  
>> When I built my house inspections had to be done and passed to get a letter of occupancy.  
>> If special privileges are being given or passes to the violators in this case. The county allows this it looses all credibility. Why would anyone ever follow the rules to build in Oconnee Co, SC. if a pass can be obtained by a few.  
>> This property was part of a development, it's behind a private shared gate.  
>> Please do not allow special privilege for this property to be made commercial.  
>> A Airb&b at single family sweeping is one thing but turning the neighborhood into a commercial business is another.  
>> The Maalouf's are wanting to turn the whole place into tree house  
>> rentals , wedding Chapel & Boat storage rental. The property was  
>> never intended for this by original developer. This is a private  
>> shared road the overuse is a burden to myself an other lot owners.  
>> Thanks Christopher D Lynch 864- 380-8200  
>>  
>> Sent from my iPhone  
>

## Willis Huggins

---

**From:** Chris Lynch <baldbarber1@yahoo.com>  
**Sent:** Tuesday, June 12, 2018 1:40 PM  
**To:** Willis Huggins  
**Subject:** Fwd: Complaint emails forwarded explanation

Sent from my iPhone

Begin forwarded message:

**From:** Chris Lynch <[baldbarber1@yahoo.com](mailto:baldbarber1@yahoo.com)>  
**Date:** June 12, 2018 at 1:26:02 PM EDT  
**To:** [krieid@oconeesc.com](mailto:krieid@oconeesc.com)  
**Cc:** [soklley@oconeesc.com](mailto:soklley@oconeesc.com)  
**Subject:** Fwd: Complaint emails forwarded explanation

Sent from my iPhone

Begin forwarded message:

**From:** Chris Lynch <[baldbarber1@yahoo.com](mailto:baldbarber1@yahoo.com)>  
**Date:** June 12, 2018 at 1:10:40 PM EDT  
**To:** BENJIE FERGUSEN <[Clearwatermarine@bellsouth.net](mailto:Clearwatermarine@bellsouth.net)>  
**Subject:** Fwd: Complaint emails forwarded explanation

Sent from my iPhone

Begin forwarded message:

**From:** Chris Lynch <[baldbarber1@yahoo.com](mailto:baldbarber1@yahoo.com)>  
**Date:** June 12, 2018 at 1:09:52 PM EDT  
**To:** [kreid@oconneesc.com](mailto:kreid@oconneesc.com)  
**Cc:** [sokelley@oconneesc.com](mailto:sokelley@oconneesc.com)  
**Subject:** Complaint emails forwarded explanation

Mr. Ried , needing your help and attention concerning a problem.  
Mr. Daniel Maalouf wants to run several businesses from Summit Drive Salem SC. This was originally a development not intended for commercial uses. The protective covenants have ran out of date.

Where I need you is to look at Cool Valley Rd. and give your opinion to the special hearing board about the road use. Cool Valley is the gravel Co. maintained rd. off of Jocassee lake rd. that

provides access to Pinnacle Circle and Summit Dr.  
Cool Valley is a one lane rd. that continual maintenance is required  
to maintain. If on coming traffic meet someone has to give right of  
way to pass.  
If Maalouf is granted his request to operate the business's and is  
not stopped the roads will not be adequate for the added pressure.  
He absolutely should not be granted this request at everyone else's  
expense. Thank You Christopher D Lynch (864-380-8200)

Sent from my iPhone

## Willis Huggins

---

**From:** Bobby Mosley <bobbymosley36@gmail.com>  
**Sent:** Wednesday, June 20, 2018 9:34 AM  
**To:** Greg Gordos  
**Cc:** Sherrie Williams; Willis Huggins  
**Subject:** Board of zoning appeals notice

Board of zoning appeals members,

My name is Bobby J Mosley i reside at 190 cool valley rd Salem. I am emailing you concerning the public hearing for the special exception for Daniel Maalouf at 330 Summit drive, Salem (tax map sequence # 039-00-01-068) I would like to start out saying, by no means am i against anyone conducting a business for profit or otherwise. The property that Mr. Maalouf has developed is located within 300 yards of my property. Mr. Maalouf has been renting/leasing that facility for several months for overnight stays and I have had no issues with his guest so far. I do have concerns with the wedding events in that location, every wedding someone in the community has had to ask that the noise be lowered or completely stopped due to late night hour, law enforcement has had to intervene at lease once. The traffic that the wedding events create has even a larger concern than the noise, cool valley road between jocassee lake road to summit drive is one lane gravel road with deep ditch narrow areas. They is no areas for merging vehicles to cross and is very dangerous for either vehicle to reverse due to the obstructed views. After one of Mr. Maalouf wedding events a catering van became stuck and was left for over twenty four hours blocking a large portion of the road, by Gods grace no one need fire or rescue during that time. If the county approves Mr. Maalouf for a wedding chapel at 330 summit drive without improving cool valley road from jocassee lake road to summit drive will be placing everyone living or visiting beyond summit drive in jeopardy of not being able to receive or delayed response of emergency services.

I will not be able to attend the board meeting but do request the boards decision in writing or email.

Thanks for your time  
Bobby Mosley  
190 cool valley rd  
Salem, SC 29676  
[bobbymosley36@gmail.com](mailto:bobbymosley36@gmail.com)

## Willis Huggins

---

**From:** Sherrie Williams  
**Sent:** Wednesday, June 20, 2018 11:49 AM  
**To:** Willis Huggins  
**Subject:** FW: Public Hearing - Daniel Maalouf

**From:** Pamela Towe [<mailto:addiesridge@gmail.com>]  
**Sent:** Monday, June 18, 2018 11:08 AM  
**To:** Greg Gordos; Sherrie Williams  
**Subject:** Public Hearing - Daniel Maalouf

Thank you for your letter and the opportunity to offer comments on the proposed expansion in my area.

Please accept this email as my opposition to the proposed wedding chapel/wedding venue located at 330 Summit Drive, Salem, SC, 29676. The applicant, Daniel Maalouf has held two wedding venues at this location that has posed the following concerns:

- 1) this open air type facility offers no barrier for sound/noise control. (Both venues were conducted with D.J. and music);
- 2) traffic control and risk of accident on a small two lane, gravel road;
- 3) fire safety due to the inability of fire trucks being able to reach the scene during a venue.

Should you have any questions or concerns, please let me know.

June 21, 2018

To: Board of Zoning Appeals; County Council Members  
Re: Public Hearing on June 25, 2018 at 6 PM  
Special Exception Requests by Applicant Daniel Maalouf  
330 Summit Drive, Salem, SC 29676

We are Jimmy and Sonya Mosley and we are neighbors to the above referenced property. Our property joins Summit Drive and parallel on the right side for the majority of the length of Summit Drive. In saying that, please know that to this date we have never met the Maalouf's face to face with the only exception of possibly passing on the road. Also, please understand our concern and surprise to hear about BZA's Public Hearing. We received no letter or call about the Public Hearing from Oconee County BZA. It is only because a neighbor insisted a sign be placed at the beginning of Summit Drive instead of only at 330 Summit Drive (where no neighbors would see it) and another neighbor sharing a letter that was received from Oconee County BZA that we even have knowledge of the Public Hearing.

We have several concerns about Mr. Maalouf's request for Special Exception for non-residential/commercial use. Our understanding is that Mr. Maalouf is asking approval for non-residential/commercial use in terms of a Bed and Breakfast and Wedding Chapel. The Webster dictionary states that a Bed and Breakfast is "an establishment offering lodging and breakfast". At this time, there is one treehouse built that is being rented with a bathhouse separate and not a full kitchen; and no property owner present to prepare and serve breakfast to guests each morning. (see Lost Treehouse of Jocassee website). Therefore, the current accommodations is definitely not a Bed and Breakfast by any measure. We feel this is just another way; as well as many others, Mr. Maalouf has been misleading to the actual use of the 330 Summit Drive property.

The majority of the families that live near 330 Summit Drive are full-time residents and live here because of the quiet, solitude, family friendly, residential area that it always has been and much of the property has been family owned for 100+ years. In our opinion, the area is not the suitable place to establish non-residential/commercial businesses such as B&B's and weddings. Mr. Maalouf's intentions to build more treehouses at/or near the 330 Summit Drive and to rent the property for a wedding venue only contradicts his own words as to why he chose this property for himself in the first place. If Mr. Maalouf is permitted to build more treehouses or use the property for other non-residential/commercial use means more disruptions, noise, dangers to the environment, nature and neighbors.

One of our other concerns is the road that leads to 330 Summit Drive; that road being Cool Valley Road. Cool Valley Road is a narrow one-lane gravel road with deep ditches on either side in several places. Also, Cool Valley Road was not built for high volume traffic but built only for local residential traffic. It is very dangerous to meet oncoming traffic (especially people who do not know the road) because there are no places for cars to pull over or back up to allow oncoming traffic to pass. On one occasion after one of the weddings, on Cool Valley Road, the caterers' van and outdoor cooker was in the ditch partially blocking the road for at least 24 hours. This was not an ideal driving situation for the full-time residents who rely on Cool Valley Road to get work and home each day. Another concern that the full-time residents have is in the event Emergency Personnel and Vehicles were needed at our homes; the congested traffic would be endangering the way and would delay timely response to residents in need in all areas.



To: Board of Zoning Appeals; County Council  
Re: Public Hearing on June 25, 2018 at 6 PM  
Special Exception Requests by Applicant Daniel Maalouf  
330 Summit Drive, Salem, SC 29676  
Page 2 of 2

Also, turning left off Jocassee Lake Road onto Cool Valley Road there is a bad blind spot that is potentially hazardous for people who do not live in the area and looking for oncoming traffic; and for cars following each other causing congested traffic.

The last thing that we would like to comment on is Mr. Maalouf's character. It seems apparent that Mr. Maalouf is one who would rather plea for forgiveness/misunderstandings than ask permission or use proper means/permits for establishing a home or non-residential/commercial businesses. Per the Oconee County BZA, Mr. Maalouf applied for a permit to build a four-room cabin and well pump; instead he built a treehouse and separate bathhouse. Most neighbors were not aware of what he was building; certainly not a treehouse to use as rental property or a wedding venue rental. Lastly, a personal concern is that Mr. Maalouf posted on his website several months ago, in regards to his kayak business for his customers to park at Mt. Carmel Baptist Church No. 1. Mr. Maalouf posted this parking information on his website with knowledge that a sign was already posted at the church stating "Church Parking Only/all others will be towed at owners expense". Also, Mr. Maalouf never tried to ask permission from the church Pastor (always there on Sundays and Wednesdays). The church Deacons called Mr. Maalouf and asked that the kayak parking information be removed from his website.

The questions that we have for Oconee County BZA and Mr. Maalouf are as follows:

- 1) Is proper Sanitation/Septic system in place at 330 Summit Drive? Was it permitted/approved?
- 2) Does property have proper power hook-up? Was it permitted/approved? Per Oconee County, temp power is still in use. How is this possible? And why is it continuing?
- 3) Do you realize the liability Mr. Maalouf has placed himself under? And the County Taxpayers?

Thank you for your time and consideration to this matter. We appreciate your efforts in bringing a proper solution to this situation. Please inform us by writing (541 Addies Ridge, Salem, SC 29676) or email of the outcome of this Public Hearing.

Sincerely,

Jimmy and Sonya Mosley

**SE 18-000002**

**Special Exception**

**Sherrie Cobb**

**123 Francis Falls Drive, Salem, SC**

**TMS# 038-00-01-007**

To the Oconee County Zoning Commission,

We are asking to file a Special Exception Requests based on Section 38-7-2 for the property at 123 Francis Falls Drive, Salem, South Carolina in the Keowee, Jocassee Overlay District. In accordance with keeping with the spirit of the area, county and Devils Fork State Park in which the Jocassee Overlay Area encompasses, we are asking for this exemption to continue a small wood sales area and possible produce stand to benefit our community and people visiting Devils Fork State Park. We have had our property since 1984, over 30 years and have always worked with our neighbors, businesses and the originals Holcomb's and Hinkle's of the Jocassee Valley. As you know, from Salem SC to the closest Grocery Store is 17 miles to Ingles in West Union. How great a stand with fresh vegetables from the garden would be for campers and people in the area.

My daughter Sherrie White Cobb and her husband Randy Cobb moved into the house in 2011 and after speaking with the neighbors, park management and businesses, thought it would be a great asset for the area. She began selling wood the March 1 of 2012 before the Jocassee Overlay District was zoned May of 2012. We also, over the 30 plus years we have owned the property, have sold wood on several occasions to people coming up to the house asking questions about the lake before the park was opened in 1990.

The small wood area is a 2 ft x 8 ft wood rack and have 2 mounted signs, at the end of a 2.5-acre lot. The wood bundles are bound neatly with twine and stacked. This is all done on the good ole honor system with a small drop box for customers to put their money in. The area is clear of structures and there are beautiful trees and manicured grapevine and ivy as you come into the area. This area is at the bottom of a rolling grassy hill with trees, roses and azaleas. Open fields can be seen on either side of property. In keeping with the harmony and appearance. It is as if traveling down a country road and seeing a road side wood stand, on a beautiful piece of property. The area is accessible off the main road, up our driveway and into area at the end of our property for cars to park, get out and grab a bundle of wood, turn around and drive back out. We will even deliver it people in our community and stack if needed. We seldom have more than 1 or 2 cars at the most getting wood at the same time so there is plenty of room for the transactions on the property itself without interrupting the flow of traffic from Jocassee Lake DR. In August of 2016, we had a road renovation and culvert installed to aid customers ease of access to the area and a special drive was constructed off the driveway into the area to not restrict the 1 other full-time resident which lives behind us.

People coming to our county to visit, and people who live in our area, have all gotten wood from us. Visitors have even stated that is what they would expect to see in our area. As far as the State Park is concerned, it is great for people checking in after hours to have a place to get wood while setting up their campsites. (Please see letters 1 and 2 of support from Kevin Evans, Devils Fork State Park Manager and Eclectic Sun owner Debbie Laughridge.) Neighbors have gotten wood from us when they have run out in the winter or just don't want to cut their own. We also provide FREE kindling with our wood sales. Over the years, we have made many good friends who travel to our area year after year as well as lifelong friends from our community as they came to purchase wood. (Please see support documentation from community.)

In closing, we ask that you please grant us the Special Exception to continue what we have been doing constantly for 6 years and off and on for over 30.

Thank you for your consideration.



Date: June 25, 2018

To: Members of the Board of Zoning Appeals

From: Bill Huggins, AICP  
Senior Planner

Re: Staff Report for SE18-000002, Special Exception Request by Sherrie Cobb

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The applicant is requesting a Special Exception from the Board of Zoning Appeals to allow a small firewood sales area to continue on the subject property and to permit the possible inclusion of a produce stand in the future. The property is undeveloped and is located at the intersection of Jocassee Lake Road and Francis Falls Road across from Devil's Fork State Park. It is located adjacent to a parcel which is the subject of another Special Exception request for consideration on this agenda. Non-residential activities in the Jocassee Lake Overlay District require approval under the Special Exception provisions of the Zoning Ordinance. This overlay is intended to protect water quality, maintain natural beauty, and limit secondary impacts of new development that may negatively affect the lifestyles of those living near the lakeshore and the general enjoyment of the lakes by all citizens. Impacts could include traffic congestion or degrading of local roads, noise effects, etc. According to the applicant they had been selling firewood at the subject property prior to the establishment of the Lake Overlay in 2012; therefore, the argument could be made that the use, if it was in continuous operation until the present date, would be grandfathered. However, it is unclear whether or not the use was continuous during that time, even though it had been a function of the site on an occasional basis going back thirty years, according to the applicant.

This use of property within the Lake Overlay district came to our attention through a complaint from a local property owner. Because there is uncertainty about the ongoing nature of the use in question, the Zoning Administrator's conclusion was that the use should be treated as one requiring Special Exception approval by the Board of Zoning Appeals.

The applicant has submitted a narrative describing the use and the method of access by vehicles coming on site to purchase wood. It should be noted that the stand is not manned. Buyers are on the honor system and simply leave their payment at the stand when they purchase wood.

### **Criteria**

Non-residential uses are allowed in the Overlay district only through the Special Exception review and approval process by the Board of Zoning Appeals, and such uses must meet the four criteria listed

below. According to Section 38-7.2 of the Zoning Ordinance, such uses must be:

- (1) In accordance with the comprehensive plan and is consistent with the spirit, purposes, and the intent and specific requirements of this chapter, to include the definition and intent of the district in which the special exception is being requested;
- (2) In the best interests of the county, the convenience of the community and the public welfare;
- (3) Suitable for the property in question, and designed, constructed, operated, and maintained so as to be in harmony with and appropriate in appearance to the existing or intended character of the general vicinity;
- (4) Suitable in terms of effects on highway traffic, parking and safety with adequate access arrangements to protect streets from undue congestion and hazards.

In addition, the Board has the flexibility to require any other conditions on approval that it feels are appropriate to insure that the residential character of the area is maintained. The Board may also apply any provisions it feels are applicable from Appendix A of the Ordinance. That Appendix is included in this packet. The area is zoned Control Free District, so uses are not generally restricted, except where an Overlay imposes a review process and possible conditions on approval beyond the strict requirements of the underlying zoning district or related codes.

### **Community Support Information**

This packet also contains support letters from property owners in the area.

**Case SE 18-000002**

Special Exception Request





Sherrie Cobb <sherrie@jocasseelaketours.com>

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## Lake Tours and camping

---

**Gail Elks** <ladydawg\_13@yahoo.com>

Thu, Jun 7, 2018 at 12:17 AM

Reply-To: "ladydawg\_13@yahoo.com" <ladydawg\_13@yahoo.com>

To: "Sherrie@jocasseelaketours.com" <Sherrie@jocasseelaketours.com>

Hi Sherrie and Randy,

Wanted to drop you a line to tell you how awesome our camping trip was.

Having your wood service close by saved us a bit of time and trouble. We look forward to it everytime we are there.

Thank you again and hope to see you soon.

Gail ad Cecil

Sent from Yahoo Mail on Android



71

Date: 6-6-2018

To the Oconee County Zoning Commission,

When Sherrie Cobb was considering providing wood outside that Devils Fork State Park entrance, I met with both her and her husband to verify the type a wood they would be providing for campers to bring into the park. It is South Carolina State law that firewood not be brought into the state campgrounds unless it comes from South Carolina. They discussed the plan with me on where they would put that wood and where the wood was coming from. As Devils Fork State Park Manager, I have no problems with the way the area looks and it actually helps our park guest who are checking in after hours to be able to get wood for the evening.

I feel that they are an asset to the community and our guest.

A handwritten signature in black ink that reads "Kevin Evans". The signature is written in a cursive style and is followed by a long horizontal line that extends across the width of the page.

Kevin Evans

Devils Fork State Park Manager

Dear Zoning Board Members,

It has come to our attention that a complaint has been made regarding the sale of firewood within the Keowee/Jocassee Lake Overlay Zone.

First, as residents of the neighborhood in question who pass this site on a daily basis, we have never found this scene to be unsightly in any way. The property owners keep the site mowed and very neat and orderly, without an excessive amount of firewood bundles on display. Rather, we find that it adds a bit of rural charm to our road.

Secondly, and most important, this small, self-service firewood stand offers a very valuable resource for campers coming in to Devils Fork State Park. Other businesses in the area, including the state park and their on-site provider, Eclectic Sun, operate on a business schedule. Campers often arrive after business hours, and without the resource of this small firewood stand, would have no place to buy wood for both heating and cooking purposes.

As we are sure you know, campers are discouraged – for very good reason – from bringing firewood from home due to the spread of damaging insects and potential disease. The firewood stand offers locally sourced firewood, nicely seasoned. Those who care about the aesthetic and economic impact of our area forests will understand that locally sourced firewood is extremely important. If campers arrive and have no access to clean, dry, seasoned firewood, it only takes one bad experience before they will bring it from where ever home may be, “just in case.”

We would appreciate the granting of a Zoning Variance to allow for the continuing sale of firewood on this property.

Thank you for your time and consideration.

Brooks and Kay Wade



**Eclectic Sun LLC**  
**On Lake Jocassee**

Pontoon & Paddlesports Rentals  
Devils Fork State Park Pavilion  
864/944-1191  
info@eclecticsun.com

Eclectic Sun LLC  
238 Buckeye Drive  
Salem, SC 29676

To Whom It May Concern,

This letter is to voice my support for Sherrie & Randy Cobb and the firewood sales at 123 Frances Falls Road and Jocassee Lake Road. The Cobb's firewood sales provides a place for the vast amount of visitors to the area to buy local firewood when no other business is open. Since visitors are asked not to bring in firewood from other areas, this benefits the State Park and also my business in the park. The area is always kept clean and tidy. If you have any questions you may call me anytime at 828-421-1188.

Sincerely,

*Debbie Laughridge*

Debbie Laughridge, Owner  
Eclectic Sun LLC

To: Oconee County Board of Zoning Appeals

**RE: 123 Francis Falls Drive, Salem**

Board members,

I am the owner of 123 Francis Falls Drive. My daughter, Sherrie Cobb, and her family currently live at this address. I support their use of the property for firewood and other agricultural sales. I appreciate your consideration in this matter.

Regards

A handwritten signature in blue ink that reads "William H. White". The signature is written in a cursive style with a large initial 'W' and a long, sweeping underline.

William H. White

BOOK 417 PAGE 17

STATE OF SOUTH CAROLINA }  
COUNTY OF OCONEE

KNOW ALL MEN BY THESE PRESENTS, that

I, LEN D. TALLEY

in consideration of Twenty-Five Thousand and No/100 (\$25,000.00) ----- Dollars,  
the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell  
and release unto  
NORTHWEST PROPERTIES, INC., ITS SUCCESSORS OR ASSIGNS FOREVER:

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, Salem School District, Keowee Township, containing 15.002 acres, more or less, as shown and more fully described on a plat thereof prepared by Wayne R. Garland, RLS, of Landmark Surveys, dated September 27, 1984, and recorded in Plat Book P-51, at page 67, records of Oconee County, South Carolina.

AND ALSO, conveyed herewith is an easement for egress and ingress as granted to the Grantor herein by instrument of James R. Holcombe. Said easement being 18 feet in width as shown on the above referenced survey.

This conveyance is made subject to those easements and/or rights-of-way as may appear on the premises and/or of record and all zoning and setback requirements.

This being the identical property conveyed to the Grantor by deed of Karen Grace Brown Wallace recorded in Deed Book 401, at page 244, records of Oconee County, South Carolina.

Grantee's Address:

P.O. Box 1349  
Seneca, S.C. 29679

RECORDED  
SALLIE C. SMITH  
MAY 7 1985  
CLERK OF COURT  
OCONEE COUNTY, S.C.

FILED FOR  
OCONEE COUNTY  
MAY 7 10 21  
SALLIE C. SMITH  
CLERK OF COURT

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee(s)' heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor(s)' heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee(s)' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor(s)' hand(s) and seal(s) this 6th day of MAY, 1985

SIGNED, sealed and delivered in the presence of:

James K. Malaffey  
E. D. Robinson

Len D. Talley (SEAL)

OCONEE COUNTY (SEAL)  
Doc. Tax in Am't (SEAL)  
of \$ 27.50 Collected (SEAL)

STATE OF SOUTH CAROLINA }  
COUNTY OF OCONEE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor(s)' act and deed, deliver the within written deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 6th day of May, 1985

E. D. Robinson  
Notary Public for South Carolina.

(SEAL) James K. Malaffey

My commission expires 7-21-89

STATE OF SOUTH CAROLINA }  
COUNTY OF OCONEE

RENUNCIATION OF DOWER  
NOT NECESSARY PURSUANT TO BOAN VS. WATSON S.C. SUPREME COURT OPINION #22112 FILED MAY 1984

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named grantor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the grantee(s) and the grantee(s)' heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all singular the premises within mentioned and released.

GIVEN under my hand and seal this



M. No. \_\_\_\_\_

BOOK 417 PAGE 20  
112319 JWC

FILED FOR RECORD  
OCONEE COUNTY

STATE OF SOUTH CAROLINA ) S.C. DECLARATION OF EASEMENTS,  
COUNTY OF OCONEE ) RESTRICTIONS, COVENANTS AND CONDITIONS  
MAY 7 10 23 AM '85 JOCASSEE GLEN

SALLIE C. SMITH  
CLERK OF COURT

WHEREAS, Northwest Properties, Inc. is the owner/developer of certain properties in Oconee County, South Carolina, more particularly shown and delineated on a plat prepared by Wayne R. Garland, RLS, dated January 16, 1985, revised April 2, 1985, and recorded in Plat P-51, at page 66, records of Oconee County, South Carolina.

NOW, THEREFORE, Northwest Properties, Inc. hereby declares that the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the properties and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. All lots shall be used for single-family residential purposes only, except that the owner/developer shall have the right to permit easements and/or rights-of-way for the purpose of accessing adjacent property to the roads and utilities in the subdivision.

2. The following building restrictions shall apply to all lots:

a. No dwelling shall be more than two (2) stories in height, exclusive of basement, and only one outbuilding other than a detached garage for not more than two (2) cars shall be allow on any lot.

b. All dwellings shall have a minimum ground or main floor area of totally enclosed, heated area of not less than 900 square feet, exclusive of porches, breezeways, garages and exterior storage areas. Basements are not to be considered as a story nor as ground or main floor area.

c. All dwellings shall be constructed with the use of high quality materials and workmanship to insure that no dwelling will present an unsightly appearance.

d. No building shall be located nearer to any front or street lot line than thirty (30) feet, or nearer to any interior lot line than fifteen (15) feet. The front or street lot line is to be the right-of-way line as shown on subdivision plat to be recorded. In the event that application of these setbacks to a particular lot would unreasonably limit the use of and deprive the owner of an appropriate construction site, the owner/developer may grant a variance to these setback restrictions sufficient to enable owner to construct a dwelling upon that lot.

Recorded this 7 day of May A.D., 1985  
Vol. 417 Page 20 and certified  
Sallie C. Smith C.G.O.P.G.S.  
500 plat Oconee County, S.C.

- e. No basement, tent, shack, garage, barn or other outbuilding shall be used as a dwelling unit at any time; however, a camping trailer or a motor home may be used on the lot as a temporary dwelling for a period of not more than two (2) weeks in any month, provided setbacks are followed as in Item 2.d. above and a septic tank has been installed on the lot. Any such camping trailer or motor home may not remain on said lot for more than the above state time.
- f. No house trailer, mobile or manufactured home may be used as a residence or stored on any lot at any time.
- g. Any dwelling unit constructed on any lot must be completed on the outside within six (6) months after the footings are poured.
3. No lot or any part thereof shall be used for any business or commercial purpose or for any public purpose. The sale of lots and the construction and sale of homes within the subdivision and the operation of utilities shall be permitted.
4. No noxious, unsightly, unsanitary or offensive activities or conditions shall be permitted on any lot at any time.
5. No living trees over six (6) inches in diameter at the ground level shall be removed from any lot except such trees that are necessarily removed for construction of a dwelling, driveway, outbuildings, yards and a garden plot. The natural environmental appeal of the land must be maintained and any clearing of land must not create an erodible condition.
6. No animals, livestock, fowl or pets other than dogs, cats and other pets considered as household pets may be maintained on any lot at any time and none of the above may be maintained for commercial purposes.
7. All sewerage disposal shall be by septic tank approved by the State Health Department.
8. Easements for installation and maintenance of utilities and drainage facilities and ditches are reserved over all lot lines for a distance of fifteen (15) feet, in addition to easements and/or rights-of-way previously granted. Front or street line is same as Item 2.d. above.
9. No lot shall be resubdivided into lots of less than one (1) acre. Easements as stated in Item 8 above will follow new lot lines if resubdivided, unless easements have already been used as per original plat.
- 10.. Each lot owner shall pay a pro rata share of the road maintenance cost for the roads within the subdivision and for the road from the State road to the subdivision road. Failure of any lot owner to pay maintenance assessments shall be a charge on the land and a continuing lien upon the property against which the lien is assessed. All cost, including a reasonable attorney fee, incurred in securing such liens shall also be the responsibility of the owners of such lots. Lien to bear interest at maximum rate allowed.
11. The owner/developer or any lot owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the owner/developer or any lot owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so hereafter.
12. Invalidation of any one of these covenants or restrictions by judgment or court shall in no wise affect any other provisions which shall remain in full force and effect.

BOOK 417 PAGE 22

13. The covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75) percent of the lot owners.

IN WITNESS WHEREOF, Northwest Properties, Inc. by its duly authorized officers has executed this agreement this 6<sup>th</sup> day of May, 1985.

In the presence of:

Janis K. Mahaffey  
O.D. Robinson

NORTHWEST PROPERTIES, INC.

By [Signature] Pres.

Attest [Signature] Sec.

STATE OF SOUTH CAROLINA )  
                                  )  
COUNTY OF OCONEE )

PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the within named Northwest Properties, Inc. sign, seal and as its act and deed, deliver the within written agreement for the uses and purposes therein mentioned, and that (s)he with JANIS K. MAHAFFEY witnessed the execution thereof.

Janis K. Mahaffey

Sworn to and subscribe before me this 6<sup>th</sup> day of MAY, 1985

O.D. Robinson (L.S.)  
Notary Public for South Carolina

My commission expires 3-21-89.



and other pets considered as household pets may be maintained on any lot at any time and none of the above may be maintained for commercial purposes.

7. All sewerage disposal shall be by septic tank approved by the State Health Department.

8. Easements for installation and maintenance of utilities and drainage facilities and ditches are reserved over all lot lines for a distance of fifteen (15) feet, in addition to easements and/or rights-of-way previously granted. Front or street line is same as Item 2.d. above.

9. No lot shall be resubdivided into lots of less than one (1) acre. Easements as stated in Item 8 above will follow new lot lines if resubdivided, unless easements have already been used as per original plat.

10.. Each lot owner shall pay a pro rata share of the road maintenance cost for the roads within the subdivision and for the road from the State road to the subdivision road. Failure of any lot owner to pay maintenance assessments shall be a charge on the land and a continuing lien upon the property against which the lien is assessed. All cost, including a reasonable attorney fee, incurred in securing such liens shall also be the responsibility of the owners of such lots. Lien to bear interest at maximum rate allowed.

11. The owner/developer or any lot owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the owner/developer or any lot owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so hereafter.

12. Invalidation of any one of these covenants or restrictions by judgment or court shall in no wise affect any other provisions which shall remain in full force and effect.

State of South Carolina  
County of Oconee

RIGHT OF WAY

I Ray Holcombe, for and in consideration of the sum of one dollar and my friendship for Max Wigington, the receipt of which is acknowledged, do by this instrument grant, bargain, sell and release unto Max Wigington a right of way across my property from Jocassee Road, old Highway 11 to his property on the West side of Mc Kinney Creek for the purpose only of entering and leaving the property on the West side of Mc Kinney Creek. This right of way is granted to Max Wigington, his heirs and assigns to have and to hold forever.  
Witnessed this 30<sup>th</sup> day of July 1971.

Ray Holcombe (Seal)

Witness -  
Barry Wigington  
Kevin Wigington

AUG 5 1971  
CLERK OF COURT  
OCONEE COUNTY, S. C.

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

Personally appeared before me Barry Wigington and made oath that he saw the within named Ray Holcombe sign, seal and as his act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he with Kevin Wigington witnessed the execution thereof.

Sworn to before me this 2nd  
day of August, 1971  
Gillian L. Audubone  
Notary Public of S. C.  
My commission expires Dec. 15, 1980.

Barry Wigington



mike sewell &lt;mike.sewell.builders@gmail.com&gt;

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## Jocassee Glen Road Repair

5 messages

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**mike sewell** <mike.sewell.builders@gmail.com>

Sun, Apr 3, 2016 at 5:47 PM

To: DEBBIE SEWELL &lt;debbio.sewell@gmail.com&gt;

Bcc: "janethutch7@yahoo.com" &lt;janethutch7@yahoo.com&gt;, William Bush &lt;wbush15@bellsouth.net&gt;, joseph\_m\_beckert@ml.com

Jocassee Glen Property Owners,

I hope you all are well. Spring is a beautiful time of year here in Jocassee Glen. The Oconee Bells and other native plants are blooming. It is a great time to visit.

Our Home Owner Covenant/restrictions state that the property owners of our subdivision are responsible for the upkeep and repair of the right-of-way from Jocassee Lake Road through Jocassee Glen Subdivision. Since 2015, the tenants residing at the White Property adjacent to the right-of-way have made alterations, added new entrances, and encroached on the right-of-way causing the road to narrow and fall into disrepair; resulting in the reduction our property value. In March, I had the Right-of-way surveyed and once the survey was complete I met With Bill White (the Property owner adjacent to the right-of-way), and Herman Holcombe the property owner over which the right-of-way passes. As a result of that meeting, Mr. White agreed to reimburse us for the cost of the culvert since the entrance to the firewood sales area (established by his tenant) was causing the road to wash and create a muddy entrance to our property. I proceeded with the reestablishment of the right-of-way and the repair of the road according to the survey (original right-of-way was established in 1957). I have paid for the survey and the road repair through Jocassee Glen and I am requesting that you reimburse me for your portion of the totals. I am enclosing the invoices for both.

This is the breakdown for the reimbursement:

There are 13 lots In Jocassee Glen and 7 property owners. *The owner (Len Talley) of the 2 lots at the end of Jocassee Glen has not contributed to road repairs in the past and he advised me that he would not pay for road repairs thus we are no longer maintaining the portion of the road that leads to his lots.* The 6 property owners who contribute to the road repairs are Beckert (3 lots), Bush (3 lots), Hutcheson (2 lots), Sewell (1 lot), Welch (1 lot) and Cherry (1 lot).

I have divided the Cost of the survey for the right-of-way from Jocassee Lake Road to the Start of Jocassee Glen Subdivision by property owners (6)The total cost of the Survey is \$400.00. The share of the cost for each property owner is \$65.00.

I have divided the cost of the road repairs between 11 **lots** (not property owners) .The total of the road repair is \$1320.00 (\$1500.00-180.00 for the culvert)The share of the road repair costs for each lot is \$120.00.

Beckert = \$425.00

Bush= \$425.00

Hutcheson = \$305.00

Sewell, Welch, Cherry = \$ 185.00

please send check to Mike Sewell; 211 Jocassee Glen Drive; Salem,SC 29676

Mike

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 **2road2016011.pdf**  
530K

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**Janet** <janethutch7@yahoo.com>  
To: mike sewell <mike.sewell.builders@gmail.com>

Sun, Apr 3, 2016 at 6:20 PM

Mike and Debbie  
Thank you for taking care of this for all of us. I will send you a check tomorrow.  
Thx again  
Janet

Sent from my iPhone  
[Quoted text hidden]

| <2road2016011.pdf>

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**mike sewell** <mike.sewell.builders@gmail.com>  
To: KWTRAILS@sc.rr.com

Mon, Apr 4, 2016 at 10:53 PM

Sent from my iPhone

Begin forwarded message:

**From:** mike sewell <mike.sewell.builders@gmail.com>  
**Date:** April 3, 2016 at 5:47:24 PM EDT  
**To:** DEBBIE SEWELL <debbio.sewell@gmail.com>  
**Subject:** Jocassee Glen Road Repair

[Quoted text hidden]

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 **2road2016011.pdf**  
530K

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**mike sewell** <mike.sewell.builders@gmail.com>  
To: bjcherry@sc.rr.com

Sat, Apr 9, 2016 at 1:53 PM


Sent from my iPhone

Begin forwarded message:

**From:** mike sewell <mike.sewell.builders@gmail.com>  
**Date:** April 3, 2016 at 5:47:24 PM EDT  
**To:** DEBBIE SEWELL <debbio.sewell@gmail.com>  
**Subject:** Jocassee Glen Road Repair

[Quoted text hidden]

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 **2road2016011.pdf**  
530K

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**Beckert, Joseph M - CHARLOTTE NC** <joseph\_m\_beckert@ml.com>  
To: mike sewell <mike.sewell.builders@gmail.com>

Tue, Apr 19, 2016 at 10:43 AM

Mike,

Sending your check today!

**Joseph M. Beckert**  
Senior Financial Advisor, CFP®  
Vice President

Merrill Lynch, Pierce, Fenner & Smith  
4500 Cameron Valley Parkway Suite 400  
Charlotte, NC 28211

Phone 704-362-3322

Toll free 800-937-0406 ext 322  
fax 704 837-2722

visit our website [http://fc.ml.com/JOSEPH\\_M\\_BECKERT](http://fc.ml.com/JOSEPH_M_BECKERT)

Please do not email confidential information for security purposes. "The information included herein was obtained from sources which we believe reliable, but we do not guarantee its accuracy. Neither this information, nor any opinion expressed, constitutes a solicitation by us of the purchase or sale of any securities or commodities". "You should review the current prospectus or fact sheet, which includes information about the risks, management fees, and other charges and expenses. Please read the prospectus or fact sheet before you invest or send money."

**From:** mike sewell [mailto:mike.sewell.builders@gmail.com]  
**Sent:** Sunday, April 03, 2016 5:47 PM  
**To:** DEBBIE SEWELL  
**Subject:** Jocassee Glen Road Repair

Jocassee Glen Property Owners,

[Quoted text hidden]

---

This message, and any attachments, is for the intended recipient(s) only, may contain information that is privileged, confidential and/or proprietary and subject to important terms and conditions available at <http://www.bankofamerica.com/emaildisclaimer>. If you are not the intended recipient, please delete this message.

# Talley Builders, Inc.

295 Stamp Creek Landing Rd.

Seneca, SC 29672

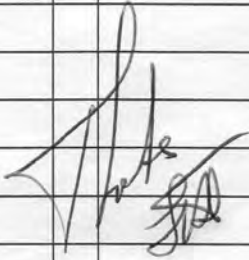
(864) 885-0584

3-30-16

M Mike Sewell

Socasset Glen

20 <sup>ft</sup> 12" Culvert		180.00
7 Run Skid STEER	701	400.00
3 Tdm C-Run Stone	2801	840.00
		<u>\$1510.00</u>



pd ck# 4053

\$1510.00





**Statement**      DATE 6-21-18      TERMS

TO MIKE Sewell

IN ACCOUNT WITH

<u>Blade &amp; Shape</u>				
<u>FRANCIS FALLS</u>				
<u>Blade Shape TRIM</u>				
<u>GRAVEL SOCASSEE Glenn</u>				
<u>AS Per Quota</u>			<u>\$2300.00</u>	
<u><del>THS</del></u>				

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT	
---------	--------------	--------------	--------------	--

6-21-2018

To: Oconee County Board of Zoning Appeals

Property owners of Jocassee Glen Subdivision would like to ask The Oconee County Zoning Board of appeals to deny the Special Request for an Exemption by the tenant Sherry Cobb to continue and expand the non-residential use of the property at 123 Francis Falls Road owned by Bill and Lois White, who are residents of NC.

A brief historical background: In 1985 Northwest Properties, the developer of Jocassee Glen Subdivision, was granted an easement through the property of Ray Holcombe for access to Jocassee Glen. This became the private road, Francis Falls Road. The Covenants and Restrictions for Jocassee Glen also recorded in 1985 state the property owners of Jocassee Glen Subdivision are responsible for the maintenance of the road leading to Jocassee Glen (Francis Falls Road) from the State road (Jocassee Lake Road). The property owners of Jocassee Glen have maintained the road since then. Francis Falls Road according to the Easement is a narrow one-lane road not intended for commercial use. The White property runs parallel to Francis Falls Road. We can find no reference to right-of-way for the established drive to this property, but it is probably an implied a right-of-way. Also, we have found no record of a right-of-way granted by Holcombe for the drive for the firewood business. Beyond the White's property, the Jocassee Glen subdivision with 13 lots (1 permanent resident and 1 vacation spot) and 2 other homes (not in the subdivision) uses Francis Falls to access their property. All have recorded easements. property owner and resident in Jocassee Glen subdivision since 1993 (over 25 years).

The White's bought their property in 1984 about the time the developer bought the property for the Jocassee Glen development. They used this property as a vacation property. They vacationed at their property for short-term stays from 1985 to until their daughter and husband moved in about 2012. There was no established firewood business before this time.

Between 2012- 2015 the tenants (Sherry Cobb and her husband) made alterations to the edge of Francis Falls Road adding new entrances to their property from the right-of-way. They also removed and damaged mature trees along the right-of-way. Encroaching on the right-of-way causing Francis Falls Road to narrow and fall into disrepair. One of these new entrances to their property, a drive less than 15 feet from the intersection of Francis Falls Road and Jocassee Lake Road is now used for firewood sales. Without consideration of the public, nearby property owners, or the property owners of Jocassee Glen who have maintained Francis Falls Road for over 30 years, the Cobb's set up an un-manned firewood business that is accessible to the public 365 days of the year, 24 hours a day. Since, there have been problems with storm water, traffic control, safety, and security.

In the March of 2016, Jocassee Glen Property owners began the process of repairing Francis Falls Road. Conditions at entrance of Francis Falls Road at the intersection of

Jocassee Lake Road had deteriorated primarily due to the poorly engineered and constructed driveway leading to the firewood business. The Cobb's had placed a plastic gutter-pipe in the existing ditch that was inadequate for the runoff. There is no gravel or other material on this drive or parking area. Rainwater pours from the sloping yard and the steep drive onto Francis Falls Road and across Jocassee Lake Road. Before the repair began, the Jocassee Glen Property owners had the right-of-way surveyed to establish the historical boundaries of Francis Falls Road. Mike Sewell (representative of the property owners) met with Mr. White (the Property owner adjacent to the right-of-way), and Herman Holcombe (the property owner over which the right-of-way passes). The results of the survey and its boundaries were discussed with Mr. White at this time. Mr. White agreed to reimburse cost of the culvert pipe since the entrance to the firewood sales area (established by his tenant) was causing the road to wash and create a muddy entrance to Francis Falls Road. Mr. White did pay (several months later) for a larger culvert pipe but none of the labor or materials required for the renovation. Jocassee Glen property owners paid for this renovation. To our knowledge, Mr. White has not paid or shared costs for any renovation of Francis Falls Road.

The culvert pipe did not completely fix the runoff problem. Now 2 years later, the entrance to Francis Falls Road is again disrepair. Runoff from the drive and increased traffic continues to cause a problem. Last week the Jocassee Glen property owners once again have completed the road maintenance on Francis Falls Road. Costs for these renovations continue to increase. Increased traffic generated by the addition of 2 proposed businesses on this private road will continue increase our expenses.

In addition to the runoff problem, there are traffic problems associated with the narrow width of Francis Falls Road, and the short distance from the state road to the drive for the business. This distance is about one car length, no room for a car to pull into Francis Falls if a car is leaving the drive. If a car is leaving the drive, it is difficult for ether driver to see cars pulling out of the road or drive. Another problem is the bottleneck that occurs at the entrance to the State Park. Francis Falls Road is only feet from the entrance to Devil's Fork State Park. This is a traffic issue and a hazard on weekends and holidays when traffic to Lake Jocassee backs up past Francis Falls Road. With the addition of the proposed second business these issues would only get worse. There are also safety and security issues associated with the increased traffic from non-residents that travel beyond the drive of the firewood business to the residences and subdivision.

Lastly, the aesthetics associated with this property and the business are not consistent with local natural surroundings or the residential and public areas beyond the property. The existing firewood stand, the dead tree hanging over the road, the invasive ivy filled with weeds and saplings on the corner, the manicured monoculture lawn, and the muddy road, drive, and parking area reflect negatively on the community and its otherwise natural surroundings. The "Camp Fire Wood" sign promotes an offensive stereotype that does nothing to add value to the community or the county. In fact, the property with the "Camp Fire Wood" signs have become a distasteful "landmark" for

many visitors. Once a tree lined private road, Francis Falls Road now is bordered by a raw muddy landscape, littered with piles of wood and miscellaneous junk covered in tarps, Cars, trucks, campers, boats, and trailers (most also covered with tarps) line and encroach the right-of way.

Again, we ask you to deny the Special Exemption for non-residential use of the property at 123 Francis Falls Drive. The proposed non-residential use is inconsistent with the best interest of our subdivision, the community, and county. It adversely effects the environment, traffic, safety, and security of this extraordinary asset. Lake Jocassee is one of the most beautiful places in our county. Continued development of this type negatively alters the natural beauty, lifestyles, and general enjoyment of Oconee County residents and tourists. Granting this Exemption will continue to have negative impact on Jocassee Glen property, nearby property, Lake Jocassee, and the surrounding community. The Lake Jocassee Community continues to be important to the economy of Oconee County. Please consider the negative impact of this proposed development to the community.

If you make the decision to grant this Special Exemption, we ask that you consider the guidelines as described in Appendix A of the Code of Ordinances as it applies to the non-residential use of this property, especially those with address proper construction of a drive that meets standards of the county, storm water issues, traffic control, increased traffic, safety, security, parking, and signage. Require that the area is maintained at a standard that reflects the spirit of the community.

Thank You  
Jocassee Glen Property Owners.

BECKERT, JOSEPH M

HUTCHESON, GAINES AND JANET *Janet Hutcherson* *Janet Hutcherson*

SEWELL, MICHAEL L *Mike Sewell* *Debbie Sewell*

BUSH, SARA JANE AND BILL *Bill Bush* *Sara Jane Bush*

CHERRY, BONNIE M

**SE 18-000003**

**Special Exception**

**Kay Wade**

**Jocassee Lake Road, Salem, SC**

**TMS# 038-00-01-005**

Dear Zoning Board members,

As per the "NOTICE OF REPORTED OCONEE COUNTY CODE OF ORDINANCES VIOLATIONS" received on 5/24/18 for the "Property listed as owned by Maloney Phillip G Et Al tax map number 039-00-01-005, located on Jocassee Lake Road in Salem, SC 29676 has been reported to be in violation of the Oconee County Code of Ordinances", we are requesting a hearing with the Board of Zoning Appeals for the purpose of allowing the Jocassee Lake Tours guests to park on the property in question, which is an empty field adjacent to Devils Fork State Park (DFSP) property.

Jocassee Lake Tours offers nature-based tours of Lake Jocassee. We have the capacity to take out 50 people at a time for three and four hour tours of the lake. Our guests include area residents and their out-of-town company, park visitors, visitors to the area who have heard about Lake Jocassee, and residents of South Carolina, North Carolina, and Georgia who come here specifically for a lake tour. In 2017 we had over 5000 people join our lake tours.

On busy weekends, our guests are instructed to park in an empty field adjacent to DFSP, and we provide the service of shuttling them through the fee booth and into the park. Park management has been very supportive of this arrangement, since it frees up spaces for other guests while still generating a significant amount of income which helps support the state park system. The park's only commercial vendor, Eclectic Sun, has been very supportive of this arrangement, since it allows more park guests to be onsite and use their store and rentals.

Before we came up with this solution, our guests were required to park in the day use/picnic area of the park and to walk a good distance across the dike to the boat ramp. Many of our guests are elderly, some are handicapped, and some are accompanied by young children. Often they were coming in for their first trip to Lake Jocassee and were unfamiliar with the parking arrangements, and unaware of the extra time it would take to walk to the boat. Sometimes they were arriving for afternoon tours, only to be told they could not enter DFSP because there was no place to park. Since the only public access to the lake is through Devils Fork State Park, park managers have the unpopular job of turning away cars once the parking lots have reached capacity. The situation could be quite stressful for all involved.

The area in question is an empty field owned by Phillip Maloney. We do not pay Phillip to use the field, nor do we charge guests for the service of shuttling them into the park. The service is offered on Saturdays and Sundays only, May through October.

Brooks and I are founding members of Friends of Jocassee, a non-profit group which provides support for DFSP, Keowee-Toxaway State Park, and the Jocassee Gorges area. Four times a year we organize a clean-up of Jocassee Lake Road from Highway 11 to the entrance to Duke Energy's Keowee-Toxaway Hydro facility, including Boone Creek Road. We are serious about the promotion, preservation, and protection of Oconee County, the Jocassee region, and the recreational benefits they provide.

We have no desire to disobey a zoning ordinance. However, since this service we provide has no negative impact on the neighborhood and many positive benefits for DFSP and our guests, we request, respectfully, a zoning variance.

Sincerely,

Kay and Brooks Wade

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

Date: June 25, 2018

To: Members of the Board of Zoning Appeals

From: Bill Huggins, AICP  
Senior Planner

Re: Staff Report for SE18-000003, Special Exception Request by Kay and Brooks Wade/ Phillip Maloney

---

The applicant is requesting a Special Exception from the Board of Zoning Appeals to allow the subject property to be used for temporary guest parking for the *Jocassee Lake Tours* business. The property is undeveloped and is located across Jocassee Lake Road from the Devils Fork State Park property. The location has been used, with permission of the owner, for some time to provide shuttle parking for visitors on weekends during the Spring and Summer. The applicant has provided a narrative description of the program, which explains why they believe the off-site parking is needed. This use of property in within the Jocassee Lake Overlay district came to our attention through a complaint from a local property owner, who was concerned about the visual and traffic impacts of the use.

Non-residential uses are allowed in the Overlay district only through the Special Exception review and approval process by the Board of Zoning Appeals, and such uses must meet the four criteria listed below. According to Section 38-7.2 of the Zoning Ordinance, such uses must be:

- (1) In accordance with the comprehensive plan and is consistent with the spirit, purposes, and the intent and specific requirements of this chapter, to include the definition and intent of the district in which the special exception is being requested;
- (2) In the best interests of the county, the convenience of the community and the public welfare;
- (3) Suitable for the property in question, and designed, constructed, operated, and maintained so as to be in harmony with and appropriate in appearance to the existing or intended character of the general vicinity;
- (4) Suitable in terms of effects on highway traffic, parking and safety with adequate access arrangements to protect streets from undue congestion and hazards.

In addition, the Board has the flexibility to require any other conditions on approval that it feels are appropriate to insure that the residential character of the area is maintained. The Board may also apply any provisions it feels are applicable from Appendix A of the Ordinance. That Appendix is included in this packet. The area is zoned Control Free District, so uses are not generally restricted, except where an Overlay imposes a review process and possible conditions on approval beyond the strict requirements of the underlying zoning district or related codes.

A number of area property owners have submitted letters for support for this use, including Visit Oconee, the marketing organization/tourism bureau serving Oconee County.

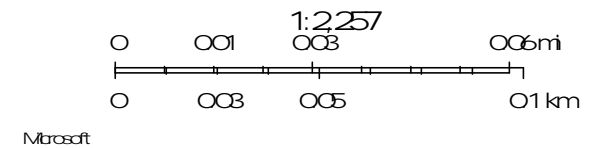


# ArcGIS Web Map



June 7, 2018

- |                            |                      |                   |                                |
|----------------------------|----------------------|-------------------|--------------------------------|
| Land Hooks                 | Addresses            | <b>Zoning</b>     | (ARD) Agricultural Residential |
| Parcels (labels 5000scale) | Roads (appear 24000) | Unknown           | (CCD) Community Commercial     |
| GISDATA.DBO.cooneeRegion   |                      | (AD) Agricultural | (CD) Conservation              |



**Case SE 18-000003**

Special Exception Request



# Please allow parking for jocassee lake tour guests

Inbox x



**Carole**

12:17 PM (2 hours ago)

to me

I ask that you allow cars of people attending Jocassee Lake tours to park where they have been to use the shuttle. This is important to accommodate seniors like myself and park guests.

Sincerely,  
Carole Slagh  
Anderson, SC

Oconee County Board of Zoning

415 S. Pine St

Walhalla, SC 29691

Dear Board Members;

My name is David Barr and I reside at 115 Blue Water Trail, Salem SC. I am writing to support a zoning variance to continue to allow the use of an empty field bordering the boundary of Devil's Fork State Park for parking. During busy weekends and holidays this field has been used to provide parking for people taking commercial tours of Lake Jocassee. People are shuttled to the park from this location for tours. The procedure provides additional access to the park for resident and visitors by effectively providing additional parking on busy weekends and holidays. The procedure is supported by the park staff and is coordinated with them. The property owners allow its use for this purpose without charge and no parking fees are collected. It is a convenience for the individuals on tours. The procedure also enables elderly and disabled guests to more readily participate in lake tours. The tour provider, Jocassee Lake Tours, provide an excellent service and have introduced thousands of people to the wonders of Lake Jocassee and the beauty of Oconee County. They provide economic benefit to the county and the park directly and indirectly and support conservation efforts in the park and surrounding area. I have used their services many times to introduce family and friends from all over the country to the wonders of this amazing place; One of the Last Best Places on Earth. I would ask you to grant a variance of the 750 ft. boundary on the lake overlay to enable the ongoing use of this field for this service.

I appreciate your consideration.

David C Barr



**ellenhotz@aol.com**

6:07 AM (8 hours ago)

to me

I strongly urge our representatives to allow and make permanent this variance for a service that is definitely if not desperately needed. I don't know your personal experiences, but having spent over two years in wheelchairs, on crutches, and walking boot using a cane, I can assure you that this variance will give access to beauty that is the very best medicine for those folks the Brooks are trying to serve.

Most sincerely,  
Ellen E. Hotz RN,MSN,CHC

**From:** linda alley [mailto:[lindasuealley@hotmail.com](mailto:lindasuealley@hotmail.com)]  
**Sent:** Wednesday, June 06, 2018 8:25 AM  
**To:** Brooks Wade <[brooks@jocasseelaketours.com](mailto:brooks@jocasseelaketours.com)>  
**Subject:** Re: Dates for Sierra Club Outings

Thank you! Sounds wonderful!

Here is a comment about parking. Hope this is OK.

To The Zoning Board,

I support rezoning to accommodate overflow parking bordering Devils Fork State Park, currently operated by Jocassee Lake Tours. This service is a benefit to all the patrons of Devils Fork State Park. It really cuts down on traffic congestion.

Thank you,  
Linda Alley

# FW: Request zoning variance

Inbox x



**Brooks Wade**

12:38 PM (2 hours ago)

to me

Brooks Wade  
Jocassee Lake Tours  
PO Box 582, Salem, SC 29676  
864-280-5501  
[www.JocasseeLakeTours.com](http://www.JocasseeLakeTours.com)

**From:** frank powell [mailto:[frankpowell3@gmail.com](mailto:frankpowell3@gmail.com)]  
**Sent:** Wednesday, June 06, 2018 9:44 AM  
**To:** Jocassee Lake Tours <[brooks@jocasseelaketours.com](mailto:brooks@jocasseelaketours.com)>  
**Subject:** Request zoning variance

Hi Kay and Brooks, Jane and I very much would like to comment on the value of shuttle parking to Lake Jocassee that you provide.

To the Oconee County zoning board:

Please recognize the extraordinary service that Jocassee Lake tours provides to our up country environment and allow them to continue to use the existing shuttle parking area. From the moment people meet Kay and Brooks and their staff at that parking area to the time they return the overriding message received is one of preservation and sustainable existence with nature. We should do all that we can to support their programming.

Jane and Frank Powell

[1098 Doug Hollow Road, Seneca, South Carolina 29672](http://1098DougHollowRoad.Seneca.SouthCarolina29672)

June 4, 2018

I am writing in support of Jocassee Lake Tours and their need to continue the parking arrangement that allows for off site parking, especially on weekends when Devils Fork State Park is a mad house!

Brooks and Kay are tremendous supporters of the lake and its natural surroundings. I have brought several groups to the lake for their tours and those same people always return, bringing others to enjoy the beauty of Lake Jocassee. One of the great challenges is always the parking as the area near the docks is dominated by boaters and their trailers. Even on a good day, guests for the tour must be dropped off lakeside and then the driver must park on the other side near the campgrounds. On busy weekends, well, even this is impossible.

In my view, it can only help the local economy and their tour business to continue this parking/shuttle arrangement. Please give their zoning variance request thoughtful consideration.

Sincerely,

Helen LaMore

[1112 W. Whitetail Dr](#)

[Sapphire, NC 28774](#)

828-966-3030

[helenlamore@gmail.com](mailto:helenlamore@gmail.com)



## FW: Parking in the Zone

Inbox x



**Brooks Wade**

1:42 PM (1 hour ago)

to me

Brooks Wade  
Jocassee Lake Tours  
PO Box 582, Salem, SC 29676  
864-280-5501  
[www.JocasseeLakeTours.com](http://www.JocasseeLakeTours.com)

**From:** Vivian McCreery [mailto:[bleedingheart10jm@gmail.com](mailto:bleedingheart10jm@gmail.com)]  
**Sent:** Wednesday, June 06, 2018 1:18 PM  
**To:** [brooks@jocasseelaketours.com](mailto:brooks@jocasseelaketours.com)  
**Subject:** Parking in the Zone

I ask the members of the board to please grant a zoning variance for parking in the field in the Lake Overlay boundary. I have enjoyed Lake Jocassee since the late '80s, but now that I have arthritis in my feet, I don't get to hike like I did back then. Being able to park near the shuttle is a blessing, as is the opportunity of visiting our beautiful lake.

Best Regards,

Janine McCreery  
Belton, SC



Ken Sloan  
Visit Oconee SC  
864-380-3976  
Ken@SCMountainLakes.com  
www.VisitOconeeSC.com

---

June 8, 2018

Adam Chapman  
cc: Scott Carroll  
415 South Pine St.  
Walhalla, SC 29691

Re: Letter of Support Jocassee Lake Tours Variance Request

Dear Adam,

Regarding the attached letter citing a county code ordinance violation, it is my pleasure to write this letter in support of Phillip Maloney's and the Jocassee Lake Tours' request for a special exception to the existing Lake Overlay.

Lake Jocassee is one of Oconee County's most desirable and visited tourism attractions. As you probably know, National Geographic once published this area as one of "The Worlds Last Great Places – A Destination of a Lifetime." Each year, Lake Jocassee and Devils Fork State Park continue to show significantly increased numbers of tourists. I was informed earlier this year by SCPRT, that the park rangers turned away between 300 – 400 cars per weekend during the prime tourism months due to max parking capacity. In other words, if you are not inside the park before 9:30 AM on a Saturday or Sunday, you will not be allowed in simply because all of the parking spaces are full.

Jocassee Lake Tours offers an alternative to this issue. They use the property in question specifically for their customers only. Instead of taking up additional parking spots inside the park, they meet their guests just outside the park, allow them to park their cars and then they escort them to the lake for a guided boat tour. This is a great alternative to a significant weekend issue at the park. It not only frees up much needed parking spaces inside Devils Fork State Park, but it allows us as a county to provide an experience of a lifetime to a few more visitors on one our prized assets, Lake Jocassee.

The Visit Oconee tourism bureau supports the request for a variance that would allow this highly successful tourism operation to continue using this property as a weekend and holiday parking area. I encourage you to seriously consider their appeal.

Kindest regards,

Ken Sloan  
President & CEO  
Visit Oconee SC

# Lake Jocassee Shuttle Service!

Inbox x



**Heide Giezey**

1:48 PM (1 hour ago)

to me

Hi Kay,

This email is to explain that I wouldn't be able to participate in your Jocassee Lake Tours for the rest of this year if your shuttle is not available. I'm having lower back surgery in July and will have limited activities and exercise. This includes walking, bending and carrying which really creates a problem for me.

I sincerely hope this problem is resolved as soon as possible.

Best of luck,  
Heide Giezey

Sent from my iPad

# Parking

Inbox x



**Kevin Evans**

9:32 AM  
(1  
minute  
ago)

to me

To whom it may concern,

Parking is a premium at Devils Fork State Park during the summer season. (Memorial Day through Labor Day). Last summer alone we turned around over 6000 vehicles.

For the past several years Jocassee Lake Tours has used the area adjacent to our entrance as a parking area during this time frame only. This is a tremendous help to Devils Fork State Park as it allows more guests enter the Park. The more people that enter the Park, the better the Oconee County economy is.

Thanks if I can be of any further assistance please let me know.

Kevin Evans

Park Manager, Devils Fork State Park.

Sent by [MailWise](#) – Your emails, with style.:

# Parking variance

Inbox x



karen

7:09 AM (7 hours ago)

to me

To whom it may concern:

My 86 year old parents very much enjoy outings on the Lake. The shuttle service provided by Kay and Brooks is essential for busy summer weekends at DFSP. You would be hard pressed to find ANYONE who loves the lake more than Brooks and Kay and they would never do anything hurtful for that pristine lake environment. Please consider their request thoughtfully.

Thank You

Karen & Tom Peter  
Travelers Rest, SC

Sent from my iPhone

# Shutte Please!

Inbox x



Joe Baiyor <[jbaiyor1@gmail.com](mailto:jbaiyor1@gmail.com)>

8:47 AM (6 hours ago)

to me

My sister & I come up to the Lake from the Atlanta area. In busy summer, the shuttle is a lifesaver after our 3-hour drive. SC has done a great job enticing us out-of-towners. Thanx for continuing to make us feel welcome & facilitate our visits by allowing the variance for the shuttle to continue!

Sent from Joe's iPhone  
John's Creek, GA  
678.427.3653 cell

# shuttle

Inbox x



o

7:49 AM (7 hours ago)

to me

To Whom It May Concern:

The shuttle service provided by Lake Jocassee Tours is so much appreciated! We don't know how we would be able to explore and enjoy the beautiful lake without this service as it takes away the stress of will we find a parking space or not!

So, needless to say, we hope very much that you support this public service portion of the Lake Jocassee Tours.

Respectfully,  
the Love family

# Shuttle service

Inbox x



**Ron Barnes** <[ron@barnes7.com](mailto:ron@barnes7.com)>

2:23 PM (56 minutes ago)

to me

The shuttle service was very helpful when we last visited the lake. My father in law has dementia and this service was very helpful



scdealp <scdealp@bellsouth.net>

9:31 AM (5 hours ago)

to me

Jocassee Lake Tours provides responsible, eco-friendly and educational use of lake Jocassee for locals and visitors. The shuttle from parking outside Devils Fork park is in keeping with responsible use of the park.

Sent from my Verizon, Samsung Galaxy smartphone

# zoning variance request

Inbox x



**Janet Hutcheson**

7:06 AM (7 hours ago)

to me

On holiday weekends, we have not been permitted into Devil's Fork State Park, even on foot, when the parking is full. We own a property nearby and had rented a boat, but were not allowed to walk into the park because all the parking spots were filled up. This policy would restrict patrons of Jocassee Lake Tours from accessing the tour they have paid for. They would not be adding to the boat traffic as it is a group boat.

Having parking nearby helps the patrons of Jocassee Lake Tours enjoy Oconee County's gem. Jocassee Lake Tours brings visitors into Oconee County and helps the economy of Oconee County.

Allowing a zoning variance would be a win-win for both the small business owners, Kay and Brooks Wade, and for Oconee County.

Thank you for your consideration,  
Janet and Gaines Hutcheson

**VA 18-000004**

**David Mase**

**915 Chattooga Lake Road**

**Mountain Rest**

July 23 \$100  
Bill Huggins  
\$100  
Topo Maps  
Stack it off  
Pics.

OCONEE COUNTY BOARD OF ZONING APPEALS

415 South Pine Street -Walhalla, SC



Tel: (864)638-4218 FAX (864) 638-4168

APPLICATION FOR VARIANCE

OCONEE COUNTY, SC

APPLICANT: DAVID MASE OWNER  
Name Title/Organization

PROPERTY OWNER: (If different from applicant)

DAVID MASE

MAILING ADDRESS: 148 MEADOWLARK DR. WALHALLA SC

PHONE: cell: 864 247 6328 email: DMASE7@GMAIL.COM

land line: N/A

PROPERTY INFORMATION

STREET ADDRESS: 915 CHATTOOGA LAKE RD. MTH. REST SC 29644

TAX PARCEL # 059-02-01-001 DEED BOOK/PAGE: Book 2293, PAGE 235-238

ZONING DESIGNATION: GFD ACREAGE: 1.042

REQUEST

CODE SECTION FROM WHICH A VARIANCE IS REQUESTED: \_\_\_\_\_

DESCRIPTION OF REQUEST:

Instructions:

1. The applicant/owner must respond to the “findings” questions on page 3 of this application (you must answer “why” you believe the application meets the tests for the granting of a variance). See also Section 38-7.1 for additional information. You may attach a separate sheet addressing these questions.
2. You must attach a scaled drawing of the property that reflects, at a minimum, the following:
  - (a) property lines, existing buildings, and other relevant site improvements; (b) the nature (and dimensions) of the requested variance; (c) existing buildings and other relevant improvements on adjacent properties; and, (d) topographic, natural features, etc. relevant to the requested variance.
3. The Zoning Administrator will review the application for sufficiency prior to placing the application on the BZA agenda. If the application does not provide sufficient information, the administrator will contact the applicant to request that the applicant provide the required information. You are encouraged to schedule an application conference with a planner, who will review your application at the time it is submitted to insure the necessary materials is provided.
4. The applicant and/or property owner affirms that the applicant or someone acting on the applicant’s behalf has made a reasonable effort to determine whether a deed or other document places one or more restrictions on the property that preclude or impede the intended use and has found no record of such a restriction.

If the Community Development office by separate inquiry determines that such a restriction exists, it shall notify the applicant. If the applicant does not withdraw or modify the application in a timely manner, or at to have the restriction terminated or waived, then the Community Development office will indicate in its report to the Board of Zoning Appeals that granting the requested change would not likely result in the benefit the applicant seeks.

To that end, the applicant hereby affirms that the tract or parcel of land which is subject of the attached application is  is not  restricted by any recorded

covenant that is contrary to, conflicts with, or prohibits the requested activity.

\_\_\_\_\_ Applicant Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Property Owner Signature



This being a portion of the property conveyed unto CHATTOOGA LAKE VISTAS, LLC by Deed of Elinor Jane Workman Richards, as Personal Representative of the Estate of Elinor Ammons Workman dated April 10, 2017 and recorded April 13, 2017 in Deed Book 2259, at Page 301, records of the Register of Deeds Office for Oconee County, South Carolina.

Grantee's Address: 101 MAPLEWOOD CT  
SENECA SC. 29672

TOGETHER with, subject to the above stated Exceptions, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above stated Exceptions, all and singular, the premises before mentioned unto the said **DAVID MASE AND KATHLYN MASE**, as **joint tenants with right of survivorship, and not as tenants in common**, their heirs and assigns forever.

AND, It does hereby bind itself and its successors, executors, and administrators, to warrant and forever defend all and singular the premises before mentioned, subject to the above stated Exceptions, unto the said **DAVID MASE AND KATHLYN MASE**, as **joint tenants with right of survivorship, and not as tenants in common**, their heirs and assigns, from and against its and its successors and assigns, and against every person whosoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hand and seal this 23 day of August, 2017.

Signed, Sealed and Delivered  
in the Presence of:

*Patricia L. Lunn*  
WITNESS #1 SIGN HERE

CHATTOOGA LAKE VISTAS, LLC

*Zerlaine M. Wilcoxon*  
WITNESS #2/NOTARY SIGN HERE

BY: *John P. Workman, Jr.* (SEAL)  
John P. Workman, Jr.  
Authorized Officer

STATE OF Nebraska )  
  )  
COUNTY OF Douglas )

ACKNOWLEDGEMENT

I, Zerlaine M. Wilcoxon, Notary Public for the State of Nebraska,  
do hereby certify that **CHATTOOGA LAKE VISTAS, LLC**, by **JOHN P. WORKMAN, JR.**, its duly authorized officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of August, 2017.

*Zerlaine M. Wilcoxon* (SEAL)  
(NOTARY SIGN HERE)  
Notary Public for Douglas County, Nebraska  
My Commission Expires: Feb 01, 2019

\* AFFIX NOTARY SEAL \*





STATE OF Nebraska )  
 )  
COUNTY OF Douglas )

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, the Undersigned, who being duly sworn says that I am the Seller and am familiar with that certain transaction whereby certain real property was conveyed this date from **CHATTOOGA LAKE VISTAS, LLC** to **DAVID MASE AND KATHLYN MASE**, and wherein the consideration was stated as "Ten (\$10.00) Dollars and other considerations" that the actual consideration for this transfer was the sum of **Seventy Thousand and 00/100 (\$70,000.00) DOLLARS**.

CHATTOOGA LAKE VISTAS, LLC

BY: X *John P. Workman, Jr.* (SEAL)  
John P. Workman, Jr.  
Authorized Officer

SWORN TO before me this  
23rd day of August, 2017.

X *Zerlaine M. Wilcoxon* (LS)  
(NOTARY SIGN HERE)  
Notary Public of Douglas County, Nebraska  
My Commission Expires: Feb. 01, 2019

\* AFFIX NOTARTY SEAL \*



2017 AUG 24 P 3:30

FILED COCONEE COUNTY, SC  
ANNALY DAVISON  
REGISTER OF DEEDS

# PARED FOR CHATTOOGA LAKE VISTAS, LLC

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS

2011 AUG - 8 P 4 37

NSHIP---OCONEE COUNTY---SOUTH CAROLINA  
2017  
2-01-001  
P 2

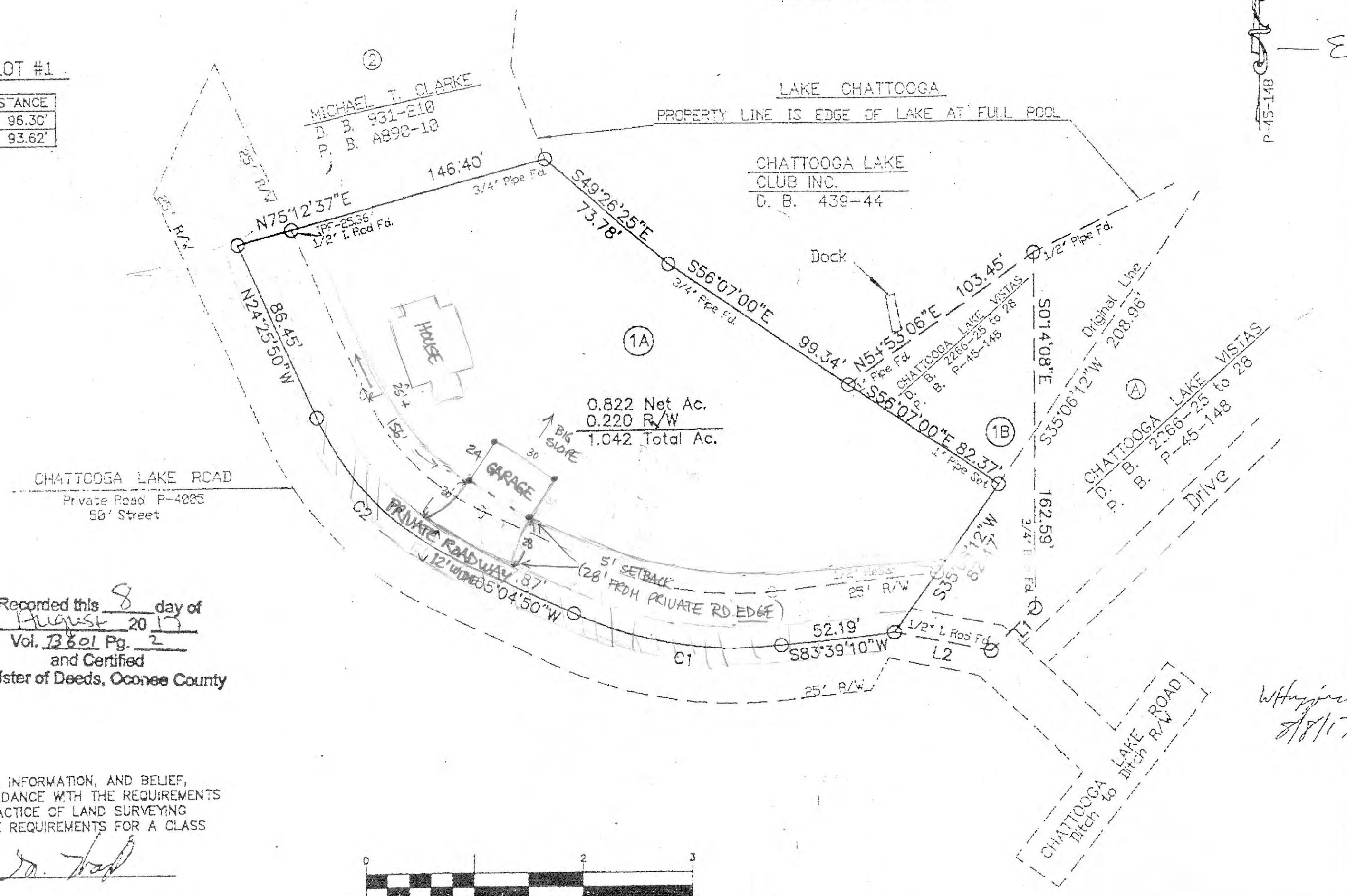
E ANNEX--REVISED LOT #1

RADIUS	BEARING	DISTANCE
178.68'	S80°42'50"E	96.30'
134.99'	S44°43'44"E	93.62'

BEARING
S46°43'45"W
N78°27'40"W

e 301-384  
05

DAVE/KATHI MASE  
915 CHATTOOGA LAKE RD.  
MOUNTAIN REST, SC



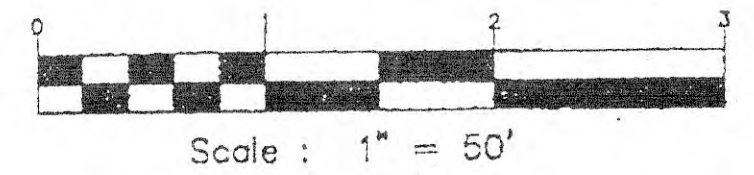
0.822 Net Ac.  
0.220 R/W  
1.042 Total Ac.

Recorded this 8 day of  
August 2011  
Vol. 13801 Pg. 2  
and Certified  
Register of Deeds, Oconee County

NO SCALE

TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF,  
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS  
OF THE STATE BOARD OF LAND SURVEYING AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS  
SPECIFIED THEREIN.

BY: James D. [Signature]  
SURVEYOR  
P-7030



*Whitney*  
8/8/11

\*REQUEST 20' VARIANCE  
ON GARAGE ONLY.

# SITE MAP

DAVE/KATHI WASE  
GIS CHATTOGA LAKE RD.  
MOUNTAIN REST, SC

## PREPARED FOR CHATTOGA LAKE VISTAS, LLC

SHIP--OCONEE COUNTY--SOUTH CAROLINA

2017  
1-01-001

ANNEX--REVISED LOT #1

RADIUS	BEARING	DISTANCE
178.88	S89°47'57"E	86.30
134.98	S44°43'44"E	83.82

BEARING	DISTANCE
S46°43'45"W	86.30
N78°27'40"W	83.82

201-384

FILED OCOONE COUNTY, SC  
ANNEX-DIVISION  
REGISTER OF DEEDS

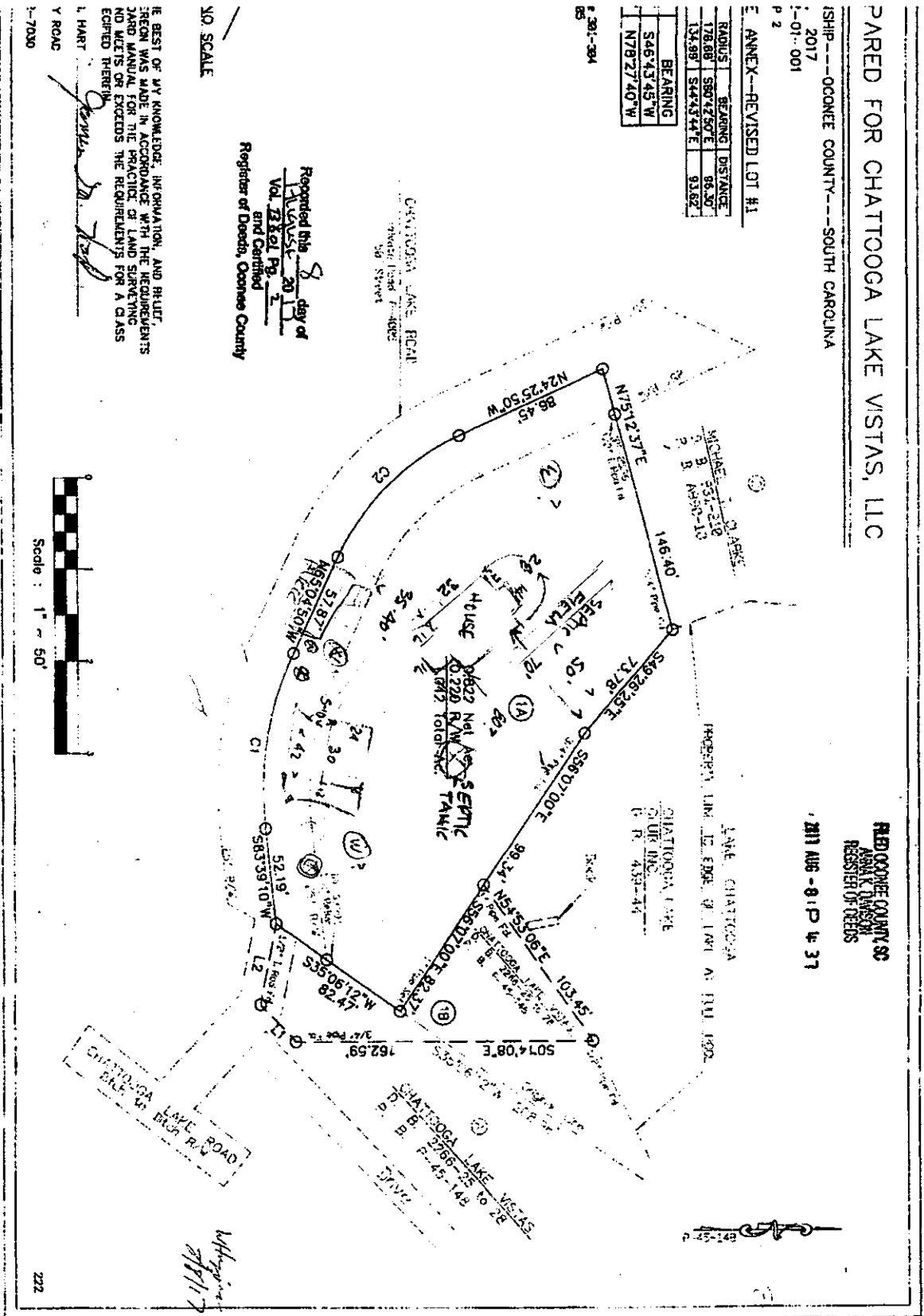
2011 AUG - 8 P 4 31

THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, I HAVE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING AND MAPPING ACT AND THE REQUIREMENTS FOR A CLASS SURVEY HEREIN.

BY: *[Signature]*  
REGISTER OF DEEDS, OCOONE COUNTY

NO SCALE

Recorded this 8 day of  
August 20 11  
Vol. 282 Pg. 1  
Register of Deeds, Oconee County



\_\_\_\_\_ Date

APPLICANT RESPONSES TO  
SECTION 38-7.1  
(You may attach a separate sheet)

1. Describe the extraordinary and exceptional condition (such as size, shape, and topography) that pertains to the subject property that does not generally apply to other land or structures in the vicinity.

TOPOGRAPHY. LAND DROPS off SHARPLY STARTING ABOUT 25 FEET FROM ROAD RIGHT OF WAY. BECAUSE OF THE SIZE OF THE LOTS, SLOPE OF THE LAND TOWARD THE LAKE WE REQUEST A 10 FOOT SET BACK FOR THE GARAGE AREA

2. Are the circumstances affecting the subject property the result of actions by the applicant/owner? Explain.

No.

3. Describe the ways in which application of the requirement(s) of the ordinance effectively prohibit or unreasonably restrict the utilization of the subject property.

THE STEEPER SLOPE 25 FEET FROM THE ROAD RIGHT OF WAY MAKES A SIDEWALK OR STAIR SYSTEM TO THE HOUSE MUCH MORE DIFFICULT, EXPENSIVE AND DANGEROUS

4. Will the proposed variance result in an activity that will not be of substantial detriment to adjacent uses or to the public good, and the character of the district will not be harmed by the granting of the variance. Explain.

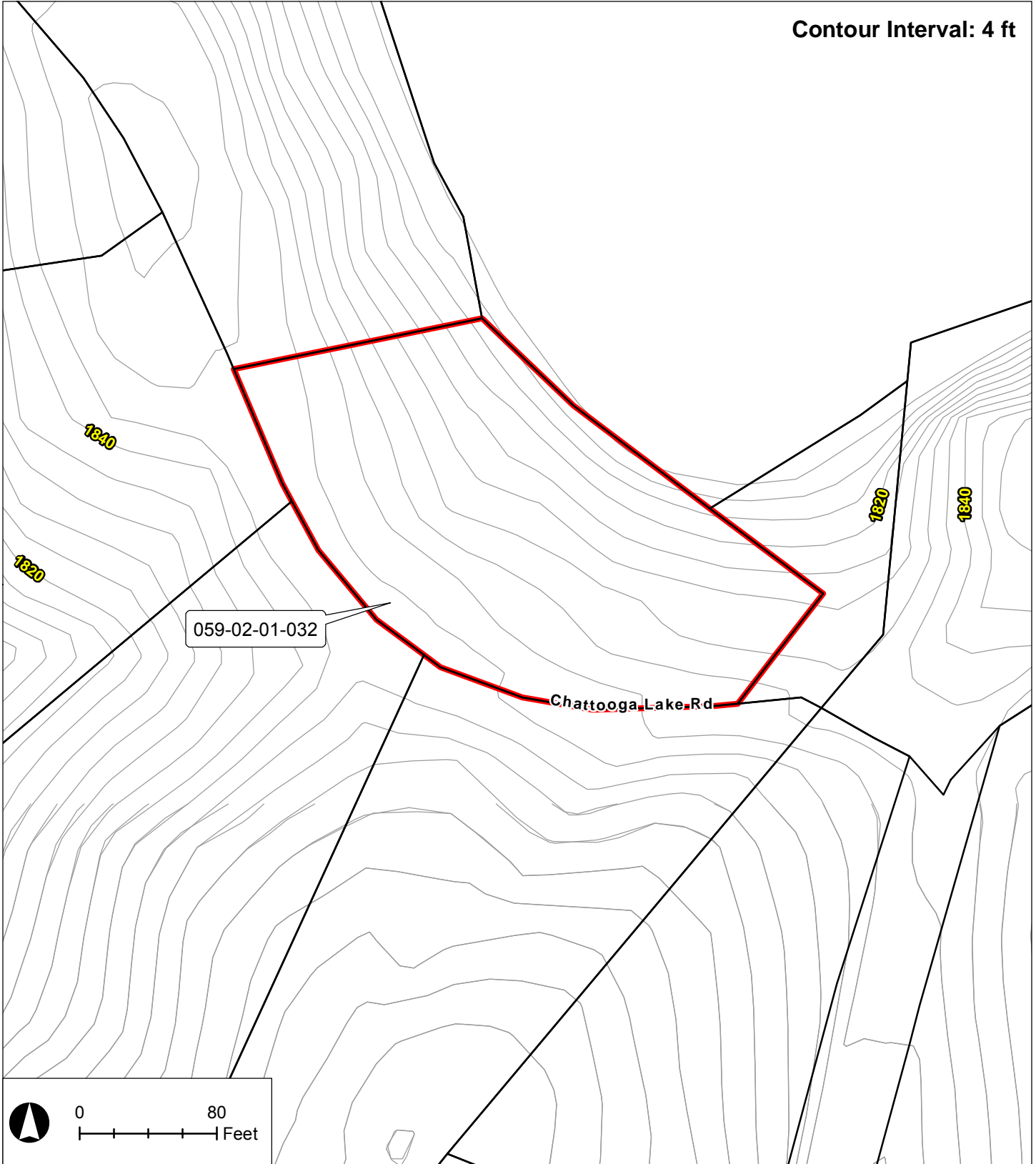
No

**Case VA 18-000004**  
Variance Request



**Case VA 18-000004**  
Variance Request

**Contour Interval: 4 ft**



# OCONEE COUNTY BOARD OF ZONING APPEALS

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

## Staff Report

To: Members, Board of Zoning Appeals

From: Bill Huggins, AICP  
Planner and Zoning Administrator

Re: Item 8 - Application VA18-000004 - Variance Request from Section 38-10.2 concerning front setback requirement in a Control Free District (CFD) for property identified as 915 Chattooga Lake Road, Mountain Rest (TMS#059-02-01-032)

Property Owner: David Mase

Applicant: David Mase

Zoning: Control Free District (CFD)

Parcel Id# 059-02-01-032

Lot Area: 1.042 acres

Zoning: CFD, Control Free District

County Code References: Section 38-10.2 Control Free District  
Section 38.7.1

**Request:** The applicant is requesting a front setback variance of 20 feet from the 25' requirement for construction within a Control Free District in order to build a garage for a home he is planning to construct on property along Chattooga Lake Road. The applicant states in his case narrative that the steep topography of the site as it drops from the road right of way down to the lake front prevents construction of the garage deeper into the parcel problematic. He states that the steep slope beginning approximately 25 feet from the right of way would make a sidewalk or stair system from a garage in that location to the house would be difficult and potentially dangerous.

## **Variance Standards**

The standards the Board of Zoning Appeals must consider in order to grant a variance are listed below under Section 38-7.1 of the Zoning Ordinance:

- Sec. 38-7.1. - Variances.

The Board of Zoning Appeals may grant a variance in an individual case of unnecessary hardship if the Board makes and explains in writing the following findings:

- 1) There are extraordinary and exceptional conditions pertaining to the particular piece of property;
- 2) These conditions do not generally apply to other property in the vicinity;
- 3) Because of these conditions, the application of this chapter to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and
- 4) The authorization of a variance will not be of substantial detriment to adjacent uses or to the public good, and the character of the district will not be harmed by the granting of the variance.
- 5)
  - a. The board of zoning appeals may not grant a variance the effect of which would be to allow the establishment of a use not otherwise permitted. The fact that the property may be utilized more profitably, should a variance be granted, may not be considered grounds for a variance.
  - b. The board of zoning appeals may grant a variance to extend physically an existing nonconforming use provided that the expansion does not adversely affect the character of the community and is designed so as to minimize any negative secondary impacts.
  - c. In granting a variance, the board of zoning appeals may attach to it such conditions regarding the location, character, or other features of the
  - d. proposed building, structure, or use as the board of zoning appeals may consider advisable to protect established property values in the surrounding area, or to promote the public health, safety, or general welfare.

The applicant shall have the burden of providing evidence to the county of compliance with the general requirements of this chapter and the specific requirements of the applicable section. The board of zoning appeals may impose whatever reasonable conditions it deems necessary to ensure that any proposed development will comply substantially with the objectives in this chapter.



**From:** [kparker336@aol.com](mailto:kparker336@aol.com)  
**To:** [Willis Huggins](#)  
**Subject:** request for variance at 925 Chattooga Lake RD Mt Rest, SC  
**Date:** Saturday, July 14, 2018 5:19:54 PM

---

**Dear Mr Huggins,**

**As a property owner in the Lake Chattooga Community (my lot is 558 Merganser Dr) I would like to voice my OBJECTION to the request for a lesser distance set back from the road instead of the suggested 25 ft distance. I sincerely feel that since this request pertains to an area within a curve of the main street around the lake, it would create a blind spot to oncoming traffic.**

**Unfortunately I will be out of the state at the time of this variance hearing or I would certainly attend the meeting and voice my opinion at that time.**

**If there is a need to contact me for further discussion on this subject I can be reached by cell phone 803-215-1529 (voice or text) and can be reached by email at [kparker336@aol.com](mailto:kparker336@aol.com) .**

**Thank You:**

**Keith Parker  
558 Merganser Dr  
Mt Rest, SC 29664**

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS

2017 SEP 29 P 2:57

Bylaws  
Of The  
Chattooga Lake Club  
Mountain Rest, SC 29664

As of Sept 27, 2015

**Article I – Policies**

**Section 1 – General:** This club shall adopt no policy which may prove detrimental to either itself or its members, but shall be noncommercial, nonsectarian and nonpartisan. The name of this club, including the names of any members in their official capacities, shall not be used in any connection with a commercial or partisan interest. This club shall not, directly or indirectly, participate or intervene in any campaign opposing or supporting a candidate for public office nor shall it attempt to influence legislation of a sectarian or partisan nature. Charitable, religious and other eleemosynary organizations shall be permitted the use of Chattooga Lake, subject to the limitations herein stated, when they are engaged in club approved programs conducive to the progress, improvement and good name of this club, and provided they are organizations with which a member of this club is affiliated, or organizations of the local community. All members shall be accorded the same rights and privileges common to the general membership and shall enjoy them without deference or favoritism to any one member or select group. Issues and disputes shall be decided in an amiable manner which is fair and equitable to the majority of the club membership and in the best interest of the club as a whole.

**Section 2 – Individual Members:** It shall be the policy of each and every member of this club to promote a cooperative spirit among its membership, to commit no trespass or nuisance against anyone in this club, to report all unlawful acts against the property of this club and its members, to maintain attractive and pleasing premises, to participate in the development and maintenance of improvements common to the club membership, to preserve the natural beauty of Chattooga Lake and its adjoining forests, and to secure a private sanctuary or retreat for the enjoyment of God's gift of nature.

**Article II – Membership Entitlement:**

**Section 1 – General:** Each and every member shall have the sole use and enjoyment of his personal property together with all the improvements and appurtenances thereon, so long as such use and enjoyment is within the limitations embodied in the Constitution and Bylaws of this club. Additionally, the waters of Chattooga Lake to within twenty feet of the shore, unless otherwise permitted by the owners with property contiguous thereto, improvements owned by this club, and other club owned property and areas designated or set aside for general use, may be used by each and every dues paid member of this club. Natural improvements not already assigned, and easement which can be justified shall be assigned to individual or groups of club members provided a request by the said individual or group has been received and approved by the Board of Directors of the Chattooga Lake Club.

**Section 2 – Members with Lake Frontage:** Members with lake frontage shall be entitled to sole use of lake waters adjacent to said member's property which are not assigned to the general use of all members. A single building or structure may be constructed on every fifty feet of waterfront provided the average lot width is at least fifty feet but shall not extend more than twenty feet from the normal shore line, and shall be approved by the Board of Directors prior to procurement of material or commencement of work. No other construction, filling or altering of the waterfront shall extend on, under, or above the waterfront line unless approved by the Board of Directors of the Chattooga Lake Club.

**Section 3 – Members with Frontage Not Situated on the Lake:** Members not situated on lake frontage shall be entitled to access to the lake, at appointed and fixed locations determined by the majority vote of club members present, in person or by proxy, and assigned in perpetuity by the Board of Directors of the Chattooga Lake Club.

Ref: Chattooga Lake Club  
PO Box 46  
Mountain Rest SC 29664

003972

### Article III – Meetings:

**Section 1 – General:** All meetings shall be made known in writing to the club members who are to attend, by notice of the time, place and object of such meeting, given in a manner prescribed by the State of South Carolina, and by serving a copy of such notice personally or by mailing, at least two weeks prior to such meeting, to each member at his residence or at his place of business as the same shall appear in club records. No business other than that stated in the notice shall be transacted at such meetings without the unanimous consent of the members present thereof, in person or by proxy.

**Section 2 – Regular Meeting:** An annual or regular meeting of the Chattooga Lake Club shall be held at Chattooga Lake on the Sunday of Labor Day weekend (*adopted 9/27/2015*) of each and every year for the conduct of such business and elections as may come before such meeting.

**Section 3 – Special Meetings:** Special meetings of the Chattooga Lake Club, other than those regulated by statute, shall be held at any time when called by the Board of Directors to transact business of an emergency nature or to fill a vacated office provided a majority consent of such Directors has been previously obtained. Notices for such meetings shall contain the signatures of the Directors or Officers approving such meetings. Special meetings may also be called by any seven members of the club to transact business requiring immediate attention which the said Board fails or refuses to act upon, to remove officers, when two or more do not fulfill the responsibilities of their offices, and to conduct elections when two or more offices have been vacated provided the said members affix their signatures to the notice served or mailed to the membership.

**Section 4 – Board Meetings:** The Board of Directors shall meet at least once each and every year prior to the regular meeting of this club and at other times as deemed necessary, upon due notice given or mailed to the Said Board Members, when a majority of the said Board of Directors is in agreement as to the time and place and such meeting is called together by the President of the club. Other meetings of the Board of Directors may be called by the Secretarial Vice President at the written request of any other officer provided the need for such meeting is duly explained in writing and the signatures of the majority of the Officers comprising the Board of Directors are contained thereon. Any member of this club may also initiate action by the said Board of Directors, when such action is deemed by a majority of the Board to be necessary, and the said request for such action is submitted in writing to the Secretarial Vice President, provided such a request shall state clearly the matter to be considered and the degree of urgency relative thereto.

**Section 5 – Voting:** Each and every dues paid member of this club, as a prospective or real owner of property controlled by the Chattooga Lake Corporation, shall be entitled to no more than one vote per ownership regardless of the size of the property or the number of person in ownership as stipulated by their deeds. The vote of a simple majority of the members present, either in person or by proxy, shall decide all questions for this club except where stipulated otherwise by the Constitution and Bylaws, in which case such express provision as stipulated for the respective case shall govern and control. All votes shall be by voice and the pleasure of the voting member shall be decided by the presiding member except that a poll or ballot shall be taken at the request of any qualified voter.

**Section 6 – Proxies:** Voting by proxy shall be permitted to all meetings of the general membership. Each proxy shall be in writing, shall name the person authorized to vote, shall address itself to the particular meeting and date to which it is applicable, and shall be signed and dated by the authorizing member (*9/29/13 removed requirement for witness*). Proxies shall be filed with the Secretarial Vice President or his acting secretary before the appointed time of meeting.

**Article IV – Officers:**

**Section 1 – General:** All officers shall be chosen from among the general membership by secret ballot and shall serve terms of two years (adopted 9/09) each unless their respective office is vacated by death, removal or resignation, at which time the said office may be temporarily filled by another member, selected by a majority vote of the Board of Directors, until such time that a special election can be held and a new officer elected to fill the unexpired term. Officers may be removed from office at any regular or special meeting, with or without cause by a majority vote of the entire membership on record or by a request of the Government, at which time a successor shall then and there be elected to fill the vacancy or vacancies thus created. Officers to be removed from office in such manner shall be given an opportunity to be heard at the meeting selected for removal proceedings.

**Section 2 – President:** The President shall preside at all meetings of the general membership and shall act as chairman at all meeting of the Board of Directors. He shall sign all official documents of this club which require a signature, shall countersign all checks drawn by the Treasurer against the club for over \$500.00, shall direct the general management of all club affairs, and shall perform all duties incidental to this office.

**Section 3 – Secretarial Vice President:** The Secretarial Vice President shall normally act as secretary for this club at all meetings of the membership and the Board, but in the absence or incapacity of the President, shall assign the secretary duties to an Advisory Representative or a member at large, and shall perform the duties of the said President. As secretary, the Secretarial Vice President shall keep and maintain minutes of all club, Board and committee meetings, shall attend to giving all notices tendered by this club, shall maintain a current list of the names and addresses of all club members, shall attend to such correspondence as many be required or assigned to him, and shall perform all other duties incidental to this office.

**Section 4 – Treasurer:** The Treasurer shall have the care and custody of all funds and securities accruing to this club, shall keep full and accurate account of all receipts and disbursement in books belonging to Chattooga Lake Club, and shall deposit all monies and other valuable effects in the name of and to the credit of this club in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the club as may be ordered by the Board, taking proper vouchers for such disbursements and shall render an account of all his transactions as Treasurer and of the financial condition of this club at each and every regular meeting or whenever called upon to do so. He shall also exhibit this club's books and records, at all reasonable times at home or at Chattooga Lake, to any club member upon prior arrangement or application by the requesting club member. The Treasurer's records shall include a roster of all members and the dues payment of the same. All checks and documents requiring signature shall be countersigned by the Treasurer with that of the President when the amount exceeds \$500.00.

**Section 5 – Advisory Representatives:** Advisory Representatives shall be selected from areas which are not represented by the President, Secretarial Vice President, Treasurer, or other Advisory Representatives. His thoughts and actions should be compatible with the thoughts and actions of the members from the area which he represents. Advisory Representatives shall serve in the capacity of any other officer of the club in the event of absence or incapacity of said officer.

**Section 6 – Board of Directors:** The President, Secretarial Vice President, Treasurer and four ( adopted 9/00 ) Advisory Representatives shall constitute the Board of Directors for this club. This board shall have all the powers and duties necessary or appropriate for the administration and management of this club, shall take all actions as necessary for the accomplishment of club aims, and may adopt such rules and regulations for the conduct of their meetings and the management of the affairs of this club as they deem proper, provided such powers, duties, actions, rules and regulations are consistent with the laws of the State of South Carolina and are not assigned to the general club membership by statute or by the Constitution and Bylaws of this club. Prior to each and every regular meeting

the Board of Directors shall prepare a budget as more fully described hereinafter, to be presented at the annual or regular meeting for the approval of members attending in person or by proxy.

**Section 7 – Committees:** Committees shall be authorized by adopted resolution of a majority of the Board of Directors and shall be appointed by the President as necessary to perform given tasks or assignments. Committees shall be dissolved automatically when their specific task or assignment is completed or when the Board terminates the task or assignment. Nominating and Audit Committees shall be authorized and appointed every two years, at least one month prior to elections, to select a slate of nominees for the ensuing term of office. Audit Committees shall also be authorized and appointed at least thirty days prior to each and every regular meeting. Both Nominating and Audit Committees shall be composed of at least three club members but no single member shall be compelled to serve on both committees at the same time.

**Section 8 – Elections:** Elections of officers, except when required by law or when stipulated otherwise in these Bylaws, shall be held on every second regular meeting of this club beginning with the year two thousand and two (adopted 9/00).

**Section 9 – Nominations:** Nominations for club officers shall be made by, but not limited to, the Nominating Committee appointed prior to elections. Additional nominations may be made from the floor at the pleasure of the voting members in attendance.

#### **Article V – Management:**

**Section 1 – General:** Management shall include the implementation and supervision of maintenance, improvements, and development of club property in general; maintenance, improvements and development for the general membership shall be approved by three-fourths majority vote at any regular or special meeting, all other maintenance, improvements and developments may be approved by the Board of Directors. Managements shall also include the settlement of issues, interpreting the Constitution and Bylaws of this club, imposing penalties and fines when necessary and taking legal action on behalf of the club when in the interest of the general membership.

**Section 2 – Identification of Club and Officers:** All material bearing the name of the Chattooga Lake Club, or the names of its officers in their official capacity, and all equipment obtained for the purpose or printing or stamping these said names, shall be approved by the members in attendance at any regular or special meeting. All such materials and equipment shall be restricted to the use of the members of the Board of Directors for the transaction of club business and shall be in the charge of the member to whom assigned.

**Section 3 – Gate Keys:** Each and every deeded lot of this club shall be provided, without charge, two key cards to the membership lock on the gate into the Chattooga Lake Club, additional cards will be provided at a cost of \$10.00 each (changed 9/91, changed again 9/13) upon request by club members - which will include the parents of both husband and wife. Keys shall be numbered and shall be returned to a member of the Board of Directors upon termination of membership. No person will be permitted the use of a key card bearing the number of a member who has terminated his ownership.

**Section 4 – Development and Improvement:** Picnic areas, landings, boat ramps, docks, lake access, recreational areas and utilities, commensurate with club approval and capability, shall be developed and maintained for the general use of the club's dues paid membership. Private owners may improve their individual property by developing space for parking within nearby or adjacent established right of way, constructing shore protection, providing boat channels to waterfront property and building outdoor fireplaces, woodsheds, and covered or uncovered patios, so long as these improvements are consistent with their deeds and this Constitution and Bylaws. Completion time of improvements costing less than minimum requirements in the deed is to be left to the discretion of the Board of Directors. The lake level may be lowered in the fall, beginning no earlier than November 15th, and

subsequently raised, beginning no later than February 1st, at the discretion of the Board of Directors. Requests for lowering the lake by property owners for dock construction or repair should be submitted to the Board of Directors 30 days in advance of their requirement and no later than November 15th. (9/2012).

**Section 5 – Sale of Property:** The sale of Chattooga Lake property shall convey with the property of all the reservations and restrictions contained in the individual deeds of each and every club member and shall be valid only so long as such reservations and restrictions are fully complied with. In the event that members desire to sell their property, in whole or in part, they may first offer the said property for sale, at prevailing rates to the membership of the Chattooga Lake Club for the procurement of a prospective buyer.

**Section 6 – Caretaker and Workmen:** A caretaker or workmen may be employed by this club provided the expenses arising there from are included in the annual budget presented to the general membership and the budget is approved by the members, present or by proxy, at any regular meeting of the general membership. Such caretaker or workmen shall be under the direct supervision of the Board of Directors, shall provide their personal service for the maintenance and improvement of general club property, and may be employed by persons or organizations other than the Chattooga Lake Club during normal daylight working hours. Individual club members may engage the service of the caretaker or workmen hired by the club provided the engagement does not interfere with work to be accomplished for this club, and provided further that the amount of work is clearly defined and the compensation therefore is agreeable to the said caretaker or workmen. The said caretaker shall maintain his place of abode on Chattooga Lake premises which shall accord him with all the rights and privileges of a regular member except that he shall not be required to pay dues or fees nor will he be able to vote. In the event that a club member or visitor to club facilities is guilty of non-compliance with the rules and regulations of this club, the said caretaker shall advise the offending party or parties of the violation and shall report the said violation to the Board of Directors for action as necessary. The caretaker shall report all fires, vandalism, thefts and breaches of statutory law to the proper local authorities as soon as they are detected and shall make every effort to provide the safety and protection of club property, both commonly and privately owned. Regular formal or informal reports shall be made to the Board of Directors relative to the condition of Chattooga Lake property; and to the persons using its facilities.

#### **Article VI – Finances:**

**Section 1 – General:** All dues, fees, fines, donations and proceeds accruing to the Chattooga Lake Club shall be paid, by cash or by check, to the Treasurer who shall provide receipts to only those paying by cash unless otherwise requested; checks shall be made payable to the Chattooga Lake Club, shall be deposited within thirty days after payment to the Treasurer, and shall serve as receipts when canceled and returned to the payee. The annual dues shall be the amount as voted by the general membership.

**Section 2 – Dues:** Dues for this club shall be as recommended by the Board of Directors and approved by a three-fourths majority vote of the members present, in person or by proxy, at each and every meeting where the budget is presented. Dues shall be determined by the budget for the ensuing year, shall be due on September 1 of the club year and in arrears after 60 days (adopted 9/87). Dues unpaid after November are subject to a fine of Twenty-five dollars (\$25.00) for each quarter that dues remain unpaid (adopted 9/2011). Legal costs associated with the collection of unpaid dues and fines will be collected from the party(ies) delinquent (adopted 9/90). Members who have been in possession of property for less than one year shall pay dues prorated on the basis of the number of full months that the property has been in their constructive possession. Funds derived from dues shall be expended for the sole purpose of maintenance and repair of lake property and improvements used jointly by the club membership.

**Section 3 – Fees:** Fees may be assessed each and every club member for individual or special projects for the development and improvement of esthetic, recreational, or utilitarian facilities, and may be applicable to the membership in whole or in part. Such individual or special projects shall be included as business at any regular or

special meeting, provided the general membership is notified as required by these Bylaws, and shall be approved by a three-fourths majority of the members attending in person or by proxy. Approval of individual or special projects shall include the amount of the fee, the method of payment, and the due date, but in no case shall the fee be due sooner than thirty days or later than the due date for the next regular payment of dues.

**Section 4 – Donations:** Donations may be accepted for any individual or special project or for such other purpose as the donor may specify, provided the individual or special project or purpose benefits the club membership in general, and provided further that the project or purpose is approved by a majority of the members in person or by proxy, at any regular or special meeting. Donations shall be used for the sole purpose specified or intended by the donor and club records shall verify full and complete fulfillment of the said specifications or intent.

**Section 5 – Fines and Other Proceeds:** Fines and proceeds from all other sources not specifically or otherwise mentioned herein shall be used for any purpose included in the annual budget or shall be placed in the contingency fund as described by any regular or special meeting of the club.

**Section 6 – Contingency Fund:** All revenue accruing to this club in excess of the annual budget shall be held in escrow as a contingency fund until such time as the Board of Directors, by unanimous agreement, elect to effect repairs or maintenance of an emergency nature resulting from storm, flood, or major disaster, except that funds in excess of five thousand dollars (\$5,000.00) may be used for maintenance and repairs in the next ensuing year. Special fees, not to exceed ten dollars (\$10.00) in any one year and included in the maximum limitation mentioned herein before, may be assessed each and every member for as long as the contingency fund remains below two thousand dollars (\$2,000.00).

**Section 7 – Arrears:** All dues, fees and fines which remain due or unpaid for one year or more after their respective due dates shall be payable within thirty days after a final notice. Failure to respond to such notice constitute nonpayment of the amount due and a lien shall be obtained against the property of the indebted club member and all other such legal action as necessary shall be taken to collect the dues, fees, or fines in arrears. Voting privileges are suspended for any unpaid dues member in arrears after one year.

**Section 8 – Reimbursements:** Officers and members incurring expenses on behalf of this club shall be compensated for such expense by a credit towards dues or fees, or by reimbursement, provided funds are available and the credit or reimbursement has been approved by the Board of Directors prior to the commitment to expense. Where credits towards dues or fees exceed the dues or fees of one year, additional credits may be given for succeeding years.

**Section 9 – Budget:** The budget presented to the general membership at their annual regular meeting shall include all anticipated club revenue and expenses for the succeeding year and shall establish the dues and fees, if any, to be paid by each and every member for such succeeding year. No deviations from the budget will be permitted, except by approval of the members in attendance at a special meeting called for that purpose, or except for emergencies or major repairs resulting from storm, flood, or other major disaster when such emergency repair, or disaster requires immediate attention.

**Section 10 – Statements:** Statements shall be served each and every member of this club at the time that an obligation is incurred or becomes due and payable. The statement shall indicate the date of the notice, the name of the club, the name of the club member, the kind and amount of obligation or obligations due, the total amount due, and the signature of the Treasurer.

**Section 11 – Audits:** An audit of all club records shall be made just prior to the end of each and every club year and shall be submitted to the annual meeting of the club members to file permanently with the Secretarial Vice

President's records. The auditor shall give a full and accurate statement of the affairs of the club, shall include a balance sheet and financial statement of operations for the preceding year, and shall be signed and dated by the auditor.

**Article VII – Rules and Regulations:**

***Section 1 – General:*** Each and every member of this club, as well as being responsible for their own actions and behavior, shall also be responsible for the actions and behavior of their family, their visitors, and their guests whether in their absence or presence, while at Chattooga Lake, and shall be liable for all damages and penalties arising there from. All persons using facilities at Chattooga Lake, private or otherwise, shall observe the rules and regulations of this club as set forth in Section 4 below.

***Section 2 – Admittance:*** All persons who are not members of this club will only be allowed admittance if they know a member and have permission by that member to come in, be it verbal, in writing or by presenting a gate card for access.

***Section 3 – Gate Control:*** Each and every member of this club, may leave the gate open for construction purposes during normal daylight working hours when a notice, visible from the road, is placed by a club member in the on the board by the keypad. The notice shall indicate the date and the time for the gate to remain open and shall contain the signature of the member who posts the notice. Members causing the gate to be open shall be responsible for closing and locking the gate after the need is terminated.

***Section 4 – Recreation Areas:*** Areas and improvements set aside or developed for the joint use of the Chattooga Lake Club shall be open to all dues paid members, their families, their guests, and their visitors. The rights and privileges of other persons using the same area of improvement shall be observed at all times. Club facilities and areas may be reserved for family or group use, provided such use is requested of and approved by the Board of Directors prior to use and provided further that the general membership, their families and friends are not denied free access to waterfront facilities and common use areas. Ingress and egress to facilities such as picnic areas, boat docks, landing and boat ramps shall not be blocked, but shall be maintained clear for free and reasonable use. Vehicles, boats and trailers shall remain in drives, at docks and on boats ramps only as long as necessary to load and unload vehicles and boats, and place boats in and out of the water. Docks shall be maintained free of all equipment except when loading or unloading boats to avoid safety hazards. Tents and camper or travel trailers shall not be placed in locations that will preclude parking of vehicles and boat trailers while boats are in use. Members in good standing may store temporarily on a first come first serve basis up to 2 kayaks and/or canoes on designated racks at the club access areas during the spring and summer months. These must be secured to the rack. The member's name must be visible on the watercraft. (adopted 9/2012)

***Section 5 – Water Sports:*** All boating and water sports shall be conducted in accordance with generally accepted safe practices and boats and safety equipment shall conform to Federal and State regulations. Speeds faster than trolling speeds will be regulated to hours between 10:00am and 5:00pm. Jet skies will not be permitted on the lake at any time (adopted 9/97).

***Section 6 – Road and Drives:*** Vehicles shall be operated on roads and drives at Chattooga Lake in a reasonable and proper manner which will not endanger the lives and safety of pedestrians or other motorists. Special care shall be exercised at blind spots where the sight distance is reduced or restricted by hills, curves, or vegetation, and speed shall be limited to a maximum speed of twenty (20) miles per hour. All unlicensed vehicles, including off-road vehicles, are banned from the facilities (adopted 9/90).

***Section 7 – Firearms:*** Firearms shall be restricted to those areas designated for their use by the Board of Directors and shall conform to the regulations of the County, State and Federal Governments. Gun safety shall be



exercised at all times and shooting of wildlife shall be restricted to destructive and undesirable animals approved for destruction by the Board of Directors.

**Section 8 – Fireworks:** Fireworks are considered a fire hazard and shall be restricted to use on individual property with the owner or someone approved by the owner in attendance to prevent damage to adjacent property. Fireworks will not be permitted anywhere else on the premises of Chattooga Lake except by express permission of the Board of Directors. The Board shall consider each request on its own merits and shall designate the area and conditions for display or use.

**Section 9 – Fires:** Burning of trash, refuse and debris in open fires shall be authorized by the National Forest Service, shall be restricted to the lot of the requesting member unless otherwise approved by the Board of Directors, shall cause no damage to vegetation which is to remain, and shall be tended continuously until extinguished or dead out.

**Section 10 - Garbage and Litter:** Garbage shall be disposed of by hauling to County, State, or Federal approved dumps maintained for that purpose. The indiscriminate disposal of garbage, litter and refuse, either in the water or on the ground, will not be permitted at Chattooga Lake. Inoperable motor vehicles are not permitted to be parked and stored for more than 30 days on private or community property at Chattooga Lake. Inoperable vehicles are defined as follows: any vehicle that cannot be operated legally on a public or private street or road for reasons including, but not limited to, being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

**Section 11 - Orderliness:** Peace and tranquility shall be maintained at all times. Undue noise and disturbances shall be prohibited, especially between the hours of 9pm and 9am.

**Section 12 – Implementation:** Persons who violate these rules and regulations, or who do not conform to this Constitution and Bylaws, may be reminded of same by any member to whom the violation or nonconformity is made know. In the event that repeated or serious violations occur, the offending person or persons shall be reported to the Board of Directors who shall take such action as necessary to enforce the rules and regulations of this club and to cause the offender or offenders to abide by this Constitution and Bylaws. Normally, persons who require Board action for a first offense shall be warned in writing, persons who require Board action for a second offense shall be required to appear before the Board for an explanation and a warning in person. Persons required to appear before the Board for three or more offenses shall be fined or penalized to a degree and manner, which in the opinion of the Board, is consistent with the offense. Flagrant disregard of the rules and regulations of this club may be punishable on the first or second offense, if, in the opinion of the Board, the offense warrants a fine or penalty. Persons suffering damage to personal property or their persons will be expected to seek legal redress through statutory law normally available to them.

#### **Article VIII– Amendment:**

**Section 1 – General:** Amendments to these Bylaws may be made by two-thirds majority vote of the members present, either in person or by proxy, at any regular or special meeting, provided at least two-thirds of the Board of Directors are among those present, and provided further that preliminary copies of the proposed amendment, including written notices, have been conveyed to each and every member. Copies of all amendments of these Bylaws in their final form, shall be provided to each and every club member within sixty days after adoption of the same.

**Section 2 – Rules for the Use of the Picnic Shelter.**

(Adopted at September 1982 general meeting)

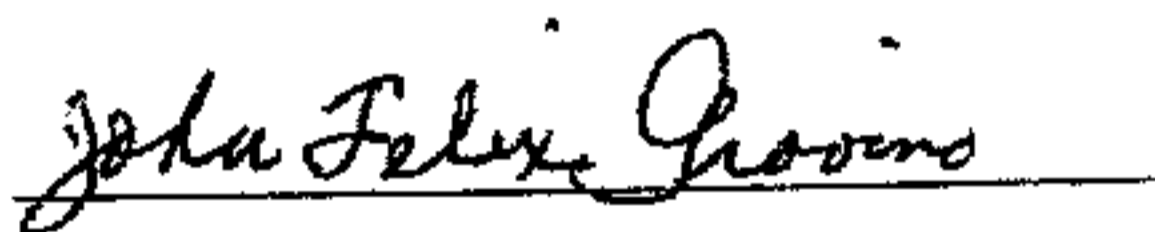
1. Shelter is for the use of any paid-up club member.
2. Any member desiring sole use of the shelter will be required to schedule their desired date of use with the caretaker.
3. Members using the shelter will be responsible for leaving the premises in a clean condition.

**Section 3 – Livestock:** (adopted 9/91)

1. No livestock will be stabled on property within the boundaries of the club as it is a nuisance to neighbors and attracts predators. This includes, but is not limited to cattle, sheep, goats, swine, poultry (including egg-producing poultry) and equine animals. (adopted 9/2012)

**Section 4 – Building Codes:** (adopted at September 1993 general meeting)


1. Trailers will not be placed on sites except for a one-year period during the construction of a permanent home.
2. Residences are required to have a minimum enclosed (heated) area of 800 square feet.
3. The Board of Directors will approve of all new homes (with provision for appeal if approval is denied).
4. All existing homes and structures will be grandfathered as of this date.
5. Silt fences will be installed where required to protect any stream, waterfront, ditches, and/or roads. Installation will be performed as soon as any clearing has started and in the locations required by CLC Board as outlined during the Board's site visit during the building approval process. (adopted 9/2007).
6. No mobile homes are allowed at Chattooga Lake Club (adopted 9/2007).



**John Felix Gravino  
President, Chattooga Lake Club**



Witness



Witness

ACKNOWLEDGEMENT

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS

2017 SEP 29 P 2:51

STATE OF SOUTH CAROLINA

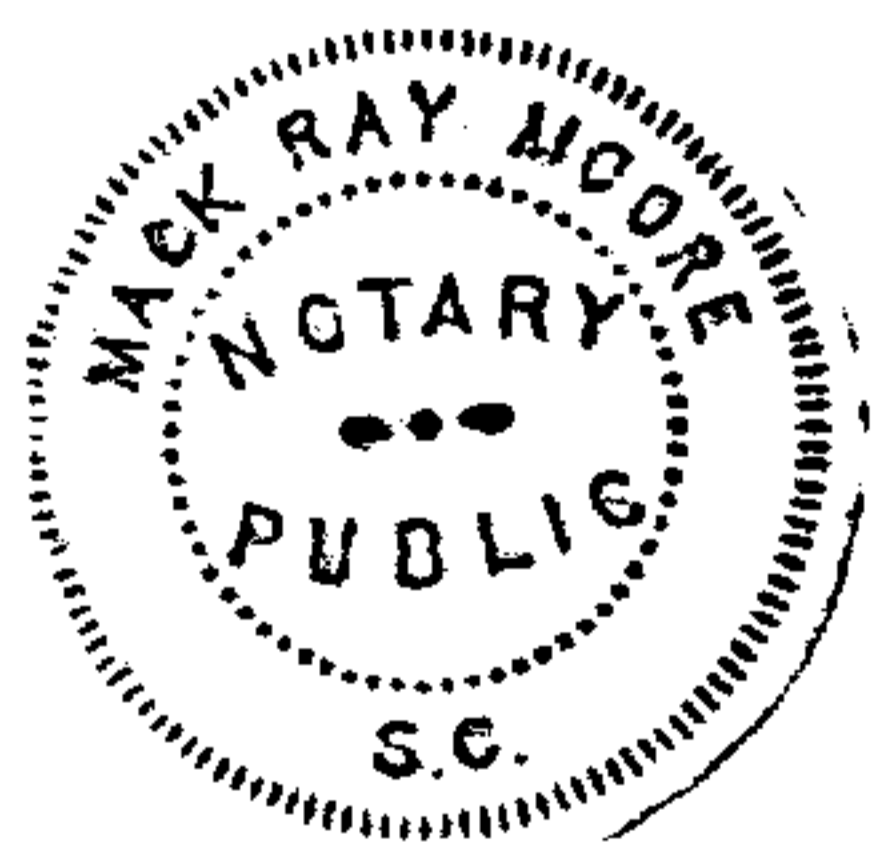
COUNTY OF: OCONEE

I, Mack Ray Moore, a notary public for the state of South

Carolina, do hereby certify that John Felix Gravino personally appeared before me

this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 29 day of September, 2017.



Mack Ray Moore

Notary Public, State of South Carolina

My Commission Expires 10 March 2026

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS

Revised thru September, 2004  
CONSTITUTION  
of the  
CHATTOOGA LAKE CLUB  
MOUNTAIN REST, S. C.

Doc ID: 005163700003 Type: DEE

BK 2302 PG 328-330

2017 SEP 29 P 2:56

**ARTICLE I - NAME:** The name of this club shall be as set forth above in the title of this constitution and is synonymous with Chattooga Lake Corporation.

**ARTICLE II - PURPOSE:** The owners of all property controlled by the Chattooga Lake Corporation shall be a member in good standing in order to fully participate in club activities and improvement. In order to promote a peaceful and harmonious alliance and to provide a representative association, they form this club for the interpretation, administration, and furtherance of the reservations and restrictions contained in their deeds in an effort to perpetuate the purpose and intent embodied in the Chattooga Lake Certificate of Incorporation signed and sealed on the fourth day of October in the year of our Lord one thousand nine hundred and fifty-seven.

**ARTICLE III - MEMBERSHIP:** The membership of this club shall consist of all persons who hold a deed to property within the Lake Club. Membership shall automatically be terminated when purchase agreements are voided, and terminated and transferred when ownership of the said property passes from one person to another at which time the recipient of said property then becomes a member of this club as stipulated in the deed transfer.

**ARTICLE IV - MEETINGS:** Members of this club shall meet regularly at least once a year as established in the Bylaws. If for any reason the annual or regular meeting is not held on its scheduled date as provided in the Bylaws, such annual or regular meeting shall be called and conducted as decided by a majority of the Board of Directors, or by five of the members at large, or as prescribed in the laws of the State of South Carolina governing corporations.

**ARTICLE V - OFFICERS:** The officers of this club shall be a President, Secretarial Vice President, a Treasurer, and Advisory Representatives as stipulated in the Bylaws of this constitution which shall constitute a Board of Directors for the general administration and management of all club activities and business. Elections and duties of officers shall be as provided in the Bylaws of this club. The Board of Directors, acting as ex officio, shall have sole responsibility for the appointment of all committees.

**ARTICLE VI - DUES, FEES, AND FINES:** Each and every member of this club shall pay dues, fees and fines as prescribed by the Bylaws. This club shall neither assess nor impose dues, fees or fines of a retroactive nature, nor shall it require any duty except by approval of three-fourths of the members present at any meeting either in person or by proxy.

**ARTICLE VII - RULES AND REGULATIONS:** Each and every member of this club shall submit to the rules and regulations prescribed in the Bylaws. This club shall make no rules or regulations abridging the rights and privileges assigned to its members or inconsistent with the laws of the State of South Carolina; nor will it discriminate against anyone because of race, creed, color, sex or national origin; but shall subscribe to measures which ensure the general security, tranquility, and well being of the Chattooga Lake Club as a whole. Rules and regulations of this club may be deleted, modified, or added from time to time, subject to the procedures and limitations provided in the Bylaws, as deemed by the Board of Directors to be consistent with the purpose and intent of the Certification of Incorporation and the deeds of its members.

Ret: Chattooga Lake Club  
10 Box 46  
Mountain Rest SC 29664  
003971 1000

**ARTICLE VIII – CONDUCT OF MEETINGS:** Meeting shall be conducted with expeditious and effective decorum in accordance with Roberts Rules of Order. The order of business for all meetings of the club membership shall be as follows:

1. Attendance Count
2. Reading of notice and minutes
3. Report of Officers
4. Report of Committees
5. Unfinished Business
6. New Business
7. Elections of Officers when applicable

**ARTICLE IX – QUORUM:** One-fourth of the aggregate dues paid membership, either in person or by proxy, shall constitute a quorum for the transaction of all business. This club shall conduct neither the transaction of business nor the election of officers without a quorum present.

**ARTICLE X – AMENDMENTS:** Amendments to this constitution may be made by three-fourths majority votes of the membership present, either in person or by proxy, at any regular meeting or special meeting, provided at least two-thirds of the Board of Directors are among those present; and provided further that preliminary copies of the proposed amendment, including written meeting notices have been conveyed to each and every member. Copies of all amendments to this Constitution in their final approved form shall be provided to each and every club member within sixty days after adoption of it.

*John Felix Gravins*  
*President*

*9-29-2017*

*Mavis Warner, witness 9-29-2017*

*Carolyn M. Dawson, witness*  
*9/29/2017*

FILED OCONEE COUNTY, SC  
ANNA K. DAWSON  
REGISTER OF DEEDS

2017 SEP 29 P 2:56

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA

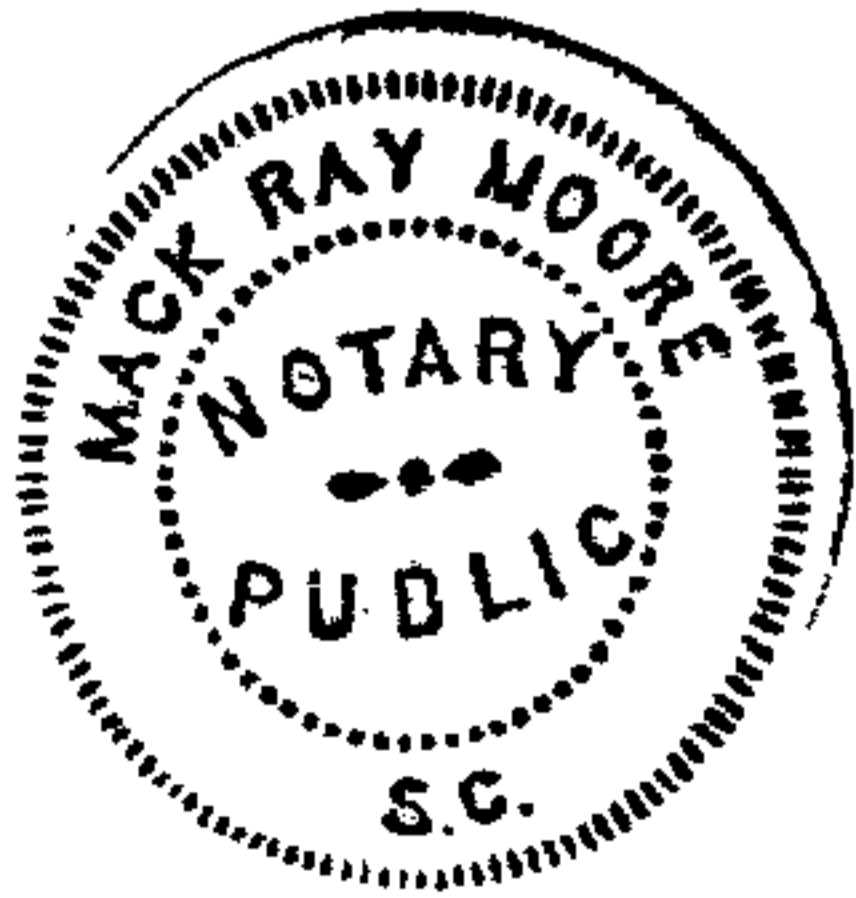
COUNTY OF: OCONEE

I, Mack Ray Moore, a notary public for the state of South

Carolina, do hereby certify that John Felix Gravino personally appeared before me

this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 29 day of September, 2017.



Mack Ray Moore

Notary Public, State of South Carolina

My Commission Expires 10 MARCH 2024

**From:** [Lynda Airey](#)  
**To:** [Willis Huggins](#)  
**Subject:** Re: Constitution and Bylaws of Chattooga Lake Club filed 9.29.2017  
**Date:** Tuesday, July 10, 2018 11:59:00 AM

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Hi Bill,

Based on his rough draft drawing, I don't see that he is violating our Bylaws or Constitution, however, since this is not an official layout, I'm not convinced that his house would be 70' from the lake shoreline. From what we can see, the water runoff from the road goes directly through where he is positioning the house. He would have to redirect that somehow??

My concerns, that will be included in our petition, are:

1. There is no hardship (such as large boulders) preventing the structures from being built within county and CLC regulations.
2. There are no existing structures that would require deviations for new construction.
3. Depending on where the vehicle entry to the garage is, placement of a garage so close to Chattooga Lake Rd could create driving safety concerns. Other vehicles driving around the curve may not easily see those exiting the garage.
4. Contour of the property was obvious and visible prior to purchase.
5. Approval of variance would create a precedent for the applicant and other residents of CLC that would not be in CLC's best interest.

Thank you very much,  
Lynda Airey

email: [aireylh@gmail.com](mailto:aireylh@gmail.com)  
M: 214-984-1743

On Jul 10, 2018, at 8:59 AM, Willis Huggins <[whuggins@oconeesc.com](mailto:whuggins@oconeesc.com)> wrote:

Thank you Ms. Airey. Do you know of any restriction in these bylaws/requirements that would impact the applicant's proposed development?

Thanks,  
Bill

**Bill Huggins**  
*Planner*  
Community Development  
Oconee County, SC  
Phone: 864-710-2390  
Email: [whuggins@oconeesc.com](mailto:whuggins@oconeesc.com)

<image001.png>

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**From:** Lynda Airey [<mailto:aireylh@gmail.com>]  
**Sent:** Monday, July 09, 2018 5:31 PM  
**To:** Willis Huggins  
**Subject:** Fwd: Constitution and Bylaws of Chattooga Lake Club filed 9.29.2017

Hi Bill

Please find our Club Constitution and Bylaws attached from our Club President, Felix Gravino, below.

Thank you!  
Lynda Airey

email: [aireylh@gmail.com](mailto:aireylh@gmail.com)  
M: 214-984-1743

Begin forwarded message:

**From:** Felix Gravino <[felixgravino@gmail.com](mailto:felixgravino@gmail.com)>  
**Date:** January 27, 2018 at 11:14:53 AM EST  
**To:** Alan Airey <[alan.airey@verizon.net](mailto:alan.airey@verizon.net)>, April McEwen <[akayaker\\_2000@yahoo.com](mailto:akayaker_2000@yahoo.com)>, Becky Jones <[drbeckynow@gmail.com](mailto:drbeckynow@gmail.com)>, Betty Davis <[jcdatrest@att.net](mailto:jcdatrest@att.net)>, Beverly Jerrim <[bjerrim@bellsouth.net](mailto:bjerrim@bellsouth.net)>, Brenda Stafford <[brendafstaff@gmail.com](mailto:brendafstaff@gmail.com)>, Brian Petersen <[brianp@americanselfstoragesc.com](mailto:brianp@americanselfstoragesc.com)>, Buddy Hardee <[buddyhardee@gmail.com](mailto:buddyhardee@gmail.com)>, Carla Hedden <[carlahedden@earthlink.net](mailto:carlahedden@earthlink.net)>, Chad Oliver <[chad.oliver@yale.edu](mailto:chad.oliver@yale.edu)>, Charlie Lee <[calee1@cox.net](mailto:calee1@cox.net)>, Chip Westcott <[chip.westcott@gmail.com](mailto:chip.westcott@gmail.com)>, Chris Penn <[mtnrestpenns@aol.com](mailto:mtnrestpenns@aol.com)>, Christopher Cousins <[sydneycousins@yahoo.com](mailto:sydneycousins@yahoo.com)>, Cindy Edgerton <[cindyedgerton@gmail.com](mailto:cindyedgerton@gmail.com)>, Craig Oakes <[csoakes@bellsouth.net](mailto:csoakes@bellsouth.net)>, Dan Snow <[dcsnow12@hotmail.com](mailto:dcsnow12@hotmail.com)>, Dave Mase <[dmase7@gmail.com](mailto:dmase7@gmail.com)>, Deb Swanson <[debswanson5@gmail.com](mailto:debswanson5@gmail.com)>, Debbie Houtzer <[dhoutzer@me.com](mailto:dhoutzer@me.com)>, Deborah Powell <[dpowell@carolinatele.com](mailto:dpowell@carolinatele.com)>, Elena Ris <[elena\\_ris@comcast.net](mailto:elena_ris@comcast.net)>, Ellen Sanders <[Ellen\\_51@hotmail.com](mailto:Ellen_51@hotmail.com)>, Fatma Oliver <[Fatmaarf@aol.com](mailto:Fatmaarf@aol.com)>, Felix Gravino <[felixgravino@gmail.com](mailto:felixgravino@gmail.com)>, Fred Edgerton <[mred@nctv.com](mailto:mred@nctv.com)>, Gerald Waddle <[waddle@clemson.edu](mailto:waddle@clemson.edu)>, Glenn Bosshardt <[glenn.bosshardt@gmail.com](mailto:glenn.bosshardt@gmail.com)>, Greg Korte <[gkorte.acehardware@gmail.com](mailto:gkorte.acehardware@gmail.com)>, Gwen Thompson <[gwenkthompson@yahoo.com](mailto:gwenkthompson@yahoo.com)>, Jack weems <[jweems@lanier100.com](mailto:jweems@lanier100.com)>, Jeanne Bastin <[jenbastin@hotmail.com](mailto:jenbastin@hotmail.com)>, Jeanne Geiman <[geimans1024@gmail.com](mailto:geimans1024@gmail.com)>, Jerry Bastin <[jwbastin@hotmail.com](mailto:jwbastin@hotmail.com)>, Jerry Birch <[jerry.birch@att.net](mailto:jerry.birch@att.net)>, Jessica



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Robert Russell <[wd4paq@bellsouth.net](mailto:wd4paq@bellsouth.net)>, Rollie Severance  
<[wrollin@yahoo.com](mailto:wrollin@yahoo.com)>, Russ Ligeikis <[Candleman51@live.com](mailto:Candleman51@live.com)>,  
Sally Gravino <[sallygravino@gmail.com](mailto:sallygravino@gmail.com)>, Sarah Hunter  
<[huntergirl1015@yahoo.com](mailto:huntergirl1015@yahoo.com)>, Sharon Petersen  
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Sue Hardee <[cabinlife08@gmail.com](mailto:cabinlife08@gmail.com)>, Tim Thor  
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<[wmanca@gmail.com](mailto:wmanca@gmail.com)>

**Subject: Constitution and Bylaws of Chattooga Lake Club filed  
9.29.2017**

Dear CLC members,

There have been many property transfers in the last six months, so I want to be sure everybody, old and new, has a copy of the Constitution and the Bylaws which are filed at the Oconee County Deeds office.

Let me know if you have any questions.

Felix Gravino, President of CLC

**From:** [Jim Codner](#)  
**To:** [Gwen Fowler-Brown](#); [Bill Gilster](#)  
**Cc:** [Charles Morgan](#); [Josh Lusk](#); [Marty McKee](#); [Ryan Honea](#); [Willis Huggins](#); [Adam Chapman](#)  
**Subject:** Re: Agenda 7/23  
**Date:** Monday, July 16, 2018 9:58:40 AM

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All – it is less than desirable for some of the facilities to be hidden, but I think it is still important to view the parcels involved and their surroundings. That can be easily done without actually going on the property. Please make the effort to visit the 3 hearing sites. Jim Codner

**From:** Gwen Fowler-Brown  
**Sent:** Saturday, July 14, 2018 4:05 PM  
**To:** Bill Gilster  
**Cc:** Charles Morgan ; Jim Codner ; Josh Lusk ; Marty McKee ; Ryan Honea ; Bill Huggins ; Adam Chapman  
**Subject:** Re: Agenda 7/23

Thanks for the heads up.

On Sat, Jul 14, 2018, 4:01 PM Bill Gilster <[bgilster@yahoo.com](mailto:bgilster@yahoo.com)> wrote:

Just a heads up that the tree house/wedding chapel property and the garage set back property are behind locked gates and can't be seen. Frustrated trip for me today

Bill Gilster

On Thursday, July 12, 2018, 8:47:19 PM EDT, Jim Codner <[jcodner@bellsouth.net](mailto:jcodner@bellsouth.net)> wrote:

BZA Members:

On 7/23 the BZA is again scheduled to hear three Special Exception requests pertaining to the Lake Overlay near Lake Jocassee. If you haven't already done so, I urge you to drive up to view the parcels involved and their surroundings. This will be essential to your fair evaluation of the requests and any comments from the public.

Thanks for your attention to this matter.

Jim Codner

# Parking

Inbox x



**Kevin Evans**

9:32 AM  
(1  
minute  
ago)

to me

To whom it may concern,

Parking is a premium at Devils Fork State Park during the summer season. (Memorial Day through Labor Day). Last summer alone we turned around over 6000 vehicles.

For the past several years Jocassee Lake Tours has used the area adjacent to our entrance as a parking area during this time frame only. This is a tremendous help to Devils Fork State Park as it allows more guests enter the Park. The more people that enter the Park, the better the Oconee County economy is.

Thanks if I can be of any further assistance please let me know.

Kevin Evans

Park Manager, Devils Fork State Park.

Sent by [MailWise](#) – Your emails, with style.: