



---

Meeting agenda  
Monday February 26, 2024 6:00pm

---

1. Call to order
2. Approval of minutes: 1.22.24
3. Brief statement about rules and procedures
4. Variance application #VA23-000028 Sam DuVall of DB&G Inc is requesting relief from the Lake Residential Zoning District minimum lot size requirements. TMS 111-05-01-068 with an address of 53 Mainsail Dr Salem SC 29676
5. Variance application VA24-000001 Ronald and Doretta Martin are requesting a variance to the minimum lot size requirement of the Agricultural Zoning District and a variance of 3' to the rear setback requirement. TMS 326-00-01-005 with an address of 440 Dairy Farm Road Westminster SC 29693
6. Variance application VA24-000002 Zachary Paul Newkirk is requesting a 6' variance to the front setback requirement. TMS 162-05-01-003, with an address of 912 Watercrest Rd West Union SC 29696
7. Variance application VA24-000003 Bryan and Toni Sanders are requesting relief from the vegetative mitigation requirements of the Lake Overlay District. TMS 066-03-01-033 with an address of 711 Barberry Ct, Salem SC 29676
8. Adjourn

**Oconee County  
Board of Zoning  
Appeals**

Council Chambers  
415 South Pine Street  
Walhalla, S.C. 29691

[www.oconeesc.com](http://www.oconeesc.com)

**YouTube:** "YourOconee"

**Staff contact**

846-638-4218  
[planninginfo@oconeesc.com](mailto:planninginfo@oconeesc.com)

**BOARD MEMBERS**

James Henderson, District I	Thomas James, District IV
Gwen Fowler, District II	Bill Gilster, District III
John Eagar, Chairman, At-Large	Tim Mays, District V
Bill Decker, At-Large	

# OCONEE COUNTY BOARD OF ZONING APPEALS

415 South Pine Street - Walhalla, SC



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

## Minutes

6:00 PM – January 22, 2024

### Members in Attendance

Gwen Fowler  
James Henderson  
Tim Mays  
William Decker

Bill Gilster  
John Eagar  
Thomas James

### Staff

James Coley  
Elise Dunaway

**ITEM 1 – Call to Order** – Mr. Coley called the meeting to order at 6:00 PM.

**ITEM 2 – Motion to approve the minutes from November 25, 2023** – Mr. Eagar made a **motion** to approve the minutes; seconded by Mr. Mays. Mr. Coley called for a vote. The motion passed 6/0 Mr. Decker abstained.

**ITEM 3 – Election of Officers** – Mr. Gilster nominated Mr. Eagar for Chair, there were no other nominations, Mr. Eagar was elected 7/0  
Mr. James nominated Mr. Henderson for Vice Chair, there were no other nominations, Mr. Henderson was elected 7/0  
Mr. Eagar nominated Mr. Coley for secretary, there were no other nominations, Mr. Coley was elected 7/0

**ITEM 4 –Approval of Calendar** Mr. Henderson made a motion to approve the calendar as submitted, seconded by Mr. Mays. Mr. Eagar called for the vote. The motion passed 7/0

**ITEM 5 – Brief statement about rules and procedures** – Mr. Eagar outlined the proceedings of the meeting going forward:

- Applicant will provide a presentation to state their request (5 minutes).
- Staff will be asked to make any comments regarding the request.
- The public is allowed to voice their approval or opposition to the proposed. Please do not repeat opinions that have already been stated into the record (3-5 minutes).

- Applicant rebuttal
- Board members will discuss in detail.
- Voting

**ITEM 6. Variance application #VA23-000021 Chris Berning of Absolute Sign Works is requesting a 95 square foot variance to the maximum sign area. TMS #278-00-03-018, 3581 West Oak Highway, Westminster SC 29693**

Rick Tutunjian of Absolute Sign Works presented for the applicant. The owner of the Powertrac would like to make sure the sign can be seen at 55 mph. Mr. Tutunjian confirmed that there will only be one sign on the property, and no other sign will be requested by the liquor store.

**Staff comments:**

Mr. Coley confirmed the request is for the additional height and square footage and the standards they are requesting against.

**Public comment:**

Glenn Churchill, spoke against the request. He lives next door and the lights and business intrude in their live constantly.

**Applicant rebuttal:**

NA.

**Board Questions/ Discussion:** Mr. Henderson requested clarification regarding the scenic highway designation. Mr. Gilster requested clarification on the size and height determinations. Mr. Henderson asked about the doubling of the size and why it would be necessary. Mr. Henderson stated his opposition to the size and he believes it will be seen from the scenic highway. Discussion followed.

**Consideration of VA23-000021:**

1. There **are** extraordinary and exceptional conditions pertaining to the particular piece of property:
  - a. Motion – Mr. Mays made a motion in the affirmative, seconded by Mr. Gilster. A brief discussion followed.
  - b. Vote

In-favor	Opposed
6	1

Mr. Eagar noted that the criterion passed.

2. These conditions **do not** generally apply to other property in the vicinity:
  - a. Motion – Mr. Gilster made a motion in the affirmative, seconded by Mr. Decker. A brief discussion followed.
  - b. Vote

In-favor	Opposed
6	1

Mr. Eagar noted that the criterion passed.

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.
  - a. Motion – Mr. Gilster made a motion in the affirmative, seconded by Mr. Decker. No discussion.
  - b. Vote

In-favor	Opposed
6	1

Mr. Eagar noted that the criterion passed.

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.
  - a. Motion – Mr. Gilster made a motion in the affirmative, seconded by Mr. Decker. A brief discussion.
  - b. Vote

In-favor	Opposed
6	1

Mr. Eagar noted that the criterion passed.

5. Mr. Eagar asked – Based on the evidence presented to the Board, do I hear a motion that the proposed variance be **Approved**.
  - a. Motion – Mr. Mays made a motion; seconded by Mr. Decker. No Discussion.
  - b. Vote

In-favor	Opposed
6	1

Mr. Eagar noted that variance request was approved.

**ITEM 7- Variance application #VA23-000024 Cole McCurry is requesting relief from the Lake Residential Zoning District minimum lot size requirements. TMS 123-11-01-031 with an address of 413 Long View Ridge Seneca SC 29672**

Mr. McCurry presented to the board. He showed visuals showing how the adjacent properties have been developed, and also do not meet the minimum lot width. He intends to comply with all setback requirements, but cannot meet the minimum width of the district.

**Staff comments:**

Mr. Coley confirmed the request is for the specific to the lot width, and no other requirements. Mr. Coley also discussed the process by which the property was zoned and how the property was restricted.

**Public comment:**

NA

**Applicant rebuttal:**

NA.

**Board Questions:** NA

**Board discussion:** NA

**Consideration of VA23-000024**

1. There **are** extraordinary and exceptional conditions pertaining to the particular piece of property:
  - a. Motion – Mr. Henderson made a motion in the affirmative, seconded by Mr. Decker. A brief discussion followed.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

2. These conditions **do not** generally apply to other property in the vicinity:
  - a. Motion – Mr. Henderson made a motion in the affirmative, seconded by Mr. James. A brief discussion followed.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

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.
  - a. Motion – Mr. Henderson made a motion in the affirmative, seconded by Mr. Decker. No discussion.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

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.
  - a. Motion – Mr. James made a motion in the affirmative, seconded by Mr. Henderson. A brief discussion.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

5. Mr. Eagar asked – Based on the evidence presented to the Board, do I hear a motion that the proposed variance be **Approved**.
  - a. Motion – Mr. Henderson made a motion; seconded by Mr. James. No Discussion.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that variance request was approved.

**ITEM 8- Variance application VA23-000025 Blue Haven Pools is requesting an 8' variance to the rear setback for installation of a pool. TMS 294-00-02-008 775 Durham Brown Road, Seneca SC 29678**

Terry with Blue Haven pools presented for the home owners. The lot has unique topographical features that will affect drainage. The applicant chose the location for the best fit. The home owners stated they were unaware of the setback requirements, and relocated their septic system based on the proposed layout.

**Staff comments:**

Mr. Coley confirmed the request is to the rear setback which is required to be 10' based on the zoning district and lot size.

**Public comment:**

Phillip and Kim Matkins both signed up to speak but elected not to.

**Applicant rebuttal:**

NA.

**Board Questions/ Discussion:** The Board asked about the sighting, and if the pool could be moved closer to the house, and if the variance included decking, fencing, and other features required with the pool. Mr. Decker questioned how they got so far without checking requirements with the County.

**Consideration of VA23-000025:**

- 1. There **are** extraordinary and exceptional conditions pertaining to the particular piece of property:
  - a. Motion – Mr. James made a motion in the affirmative, seconded by Mr. Mays. A brief discussion followed.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

- 2. These conditions **do not** generally apply to other property in the vicinity:
  - a. Motion – Mr. Henderson made a motion in the affirmative, seconded by Mr. Decker. A brief discussion followed.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

- 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.
  - a. Motion – Mr. James made a motion in the affirmative, seconded by Mr. Henderson. No discussion.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

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.
  - a. Motion – Mr. Gilster made a motion in the affirmative, seconded by Mr. Henderson. A brief discussion.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

5. Mr. Eagar asked – Based on the evidence presented to the Board, do I hear a motion that the proposed variance be **Approved**.
  - a. Motion – Mr. Mays made a motion; seconded by Mr. Henderson. No Discussion.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that variance requests were approved.

**ITEM 9- Variance application VA23-000026 William Pursley is requesting a 20' variance to the front setback. TMS 052-01-01-053, 331 Evergreen Ridge Rd, Tamassee SC 29686**

Mr. Pursley presented to the board. Mr. Pursley shown topography and examples of the development adjected to his parcel. The steepness of the lot has made the development difficult. Mr. Pursely will be required to install a retaining wall and well house within 5' of the property line due to the topography. The next-door neighbor received a variance for the same request.

**Staff comments:**

Mr. Coley confirmed the request is for front setback and the request was consistent with the previous variance approved for the neighbor.

**Public comment:**

There were 3 emails in support

**Applicant rebuttal:**



NA.

**Board Questions/ Discussion:** The Board asked the well house, and the proposed well drilling.

**Consideration of VA23-000026:**

1. There **are** extraordinary and exceptional conditions pertaining to the particular piece of property:

- a. Motion – Mr. Henderson made a motion in the affirmative, seconded by Mr. James. A brief discussion followed.
- b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

2. These conditions **do not** generally apply to other property in the vicinity:
  - a. Motion – Mr. Decker made a motion in the affirmative, seconded by Mr. Henderson. A brief discussion followed.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

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.
  - a. Motion – Mr. James made a motion in the affirmative, seconded by Mr. Henderson. No discussion.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

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.
  - a. Motion – Mr. Decker made a motion in the affirmative, seconded by Mr. Henderson. A brief discussion.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

5. Mr. Eagar asked – Based on the evidence presented to the Board, do I hear a motion that the proposed variance be **Approved**.
  - a. Motion – Mr. James made a motion; seconded by Mr. Henderson. No Discussion.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that variance requests were approved.

**ITEM 10- Variance application VA23-000027 Len and Jackie Talley are requesting a 5' variance to the side setback. TMS 150-00-01-118 298 Charlies Way Road, Seneca SC 29672**

Mr. Talley presented the survey of the parcel and shown the encroachments over the property line, and the substantial powerline easement going through the parcel.

**Staff comments:**

Mr. Coley confirmed the request is for the variance on the side setback, and the uniqueness of the power easement

**Public comment:**

NA

**Applicant rebuttal:**

NA.

**Board Questions:** NA

**Board discussion:** NA

**Consideration of VA23-000027:**

1. There **are** extraordinary and exceptional conditions pertaining to the particular piece of property:
  - a. Motion – Mr. Decker made a motion in the affirmative, seconded by Mr. Henderson. A brief discussion followed.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

2. These conditions **do not** generally apply to other property in the vicinity:
  - a. Motion – Mr. James made a motion in the affirmative, seconded by Mr. Henderson. A brief discussion followed.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

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.
  - a. Motion – Mr. Henderson made a motion in the affirmative, seconded by Mr. Decker. No discussion.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

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.
  - a. Motion – Mr. Henderson made a motion in the affirmative, seconded by Mr. Decker. A brief discussion.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that the criterion passed.

5. Mr. Eagar asked – Based on the evidence presented to the Board, do I hear a motion that the proposed variance be **Approved**.
  - a. Motion – Mr. Henderson made a motion; seconded by Mr. James. No Discussion.
  - b. Vote

In-favor	Opposed
7	0

Mr. Eagar noted that variance requests were approved.

**ITEM 11 Adjourn** – Mr. James made a motion to adjourn, seconded by Mr. Decker. Mr. Eagar called for a vote. Motion passed unanimously 7/0.

DRAFT

# Freedom of Information Act - Variance Application

## Permitting Information

Code section from which a variance is requested  
Application is

**Upload Supporting Documentation Here**  
Application is not



### APPLICANT RESPONSES TO SECTION 38-7.1

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.:

This lot is like all other lots in the sub-division. There appears to be some kind of ordinance that the Keowee Key Committee is not aware of hence this application. After discussing this with them, they stated they've never heard of it. A great deal of planning and expense has been accomplished to ensure via a certified surveyor and architect that we meet all criteria for setbacks, HOA compliance, Duke Energy high pond elevations and the vegetation buffer zone.

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

No

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

Not sure really. The house will fit and meet all setbacks that we are aware of. It appears as though there exists a zoning ordinance that requires a minimum width of 80' for certain lake tracts.

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.:

This project will not present any detrimental issues nor would the Keowee CARE group who has an extensive submittal process allow one in their community. This all seems rather redundant.

#### General Contractor

ICC 113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code of the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

Comments

Suggestion:  
If there exists an ordinance that has never been enforced, maybe send out a newsletter and give folks a heads up. Better yet, review it for necessity. As I've said, nobody I've talked to is even aware of it.

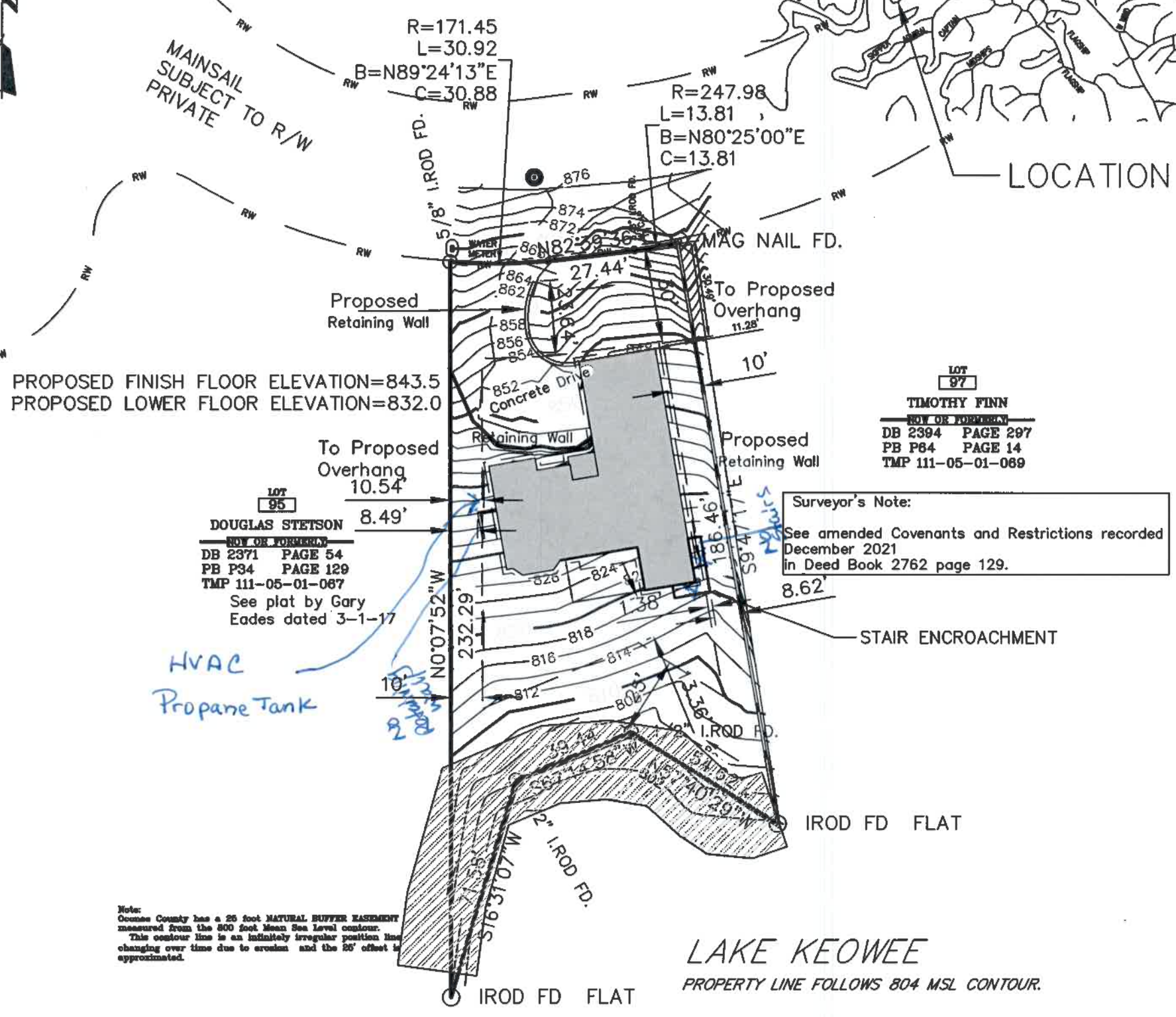
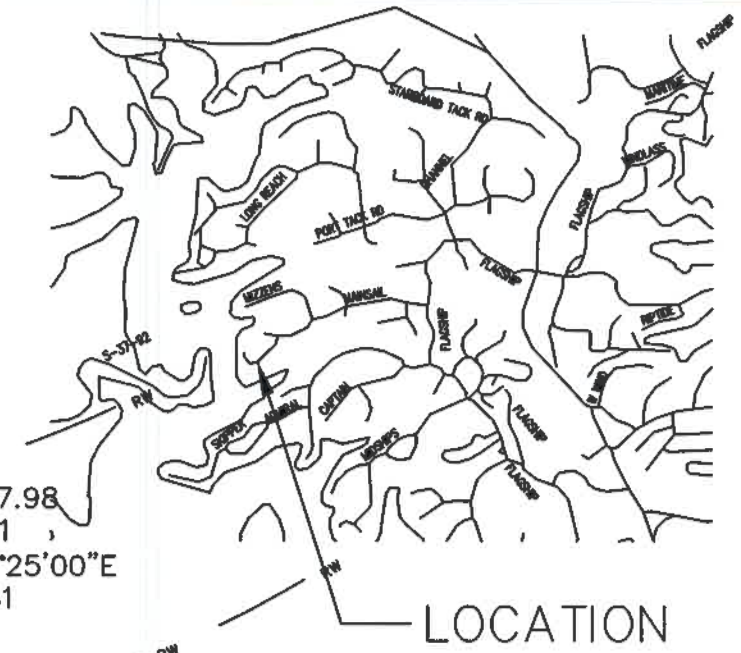
OCONEE COUNTYS APPROVAL, PERMITTING, AND/OR INSPECTION(S) OF THIS PROJECT DOES NOT MEAN THAT THE PROJECT IS IN COMPLIANCE WITH ALL APPLICABLE SUBDIVISION AND/OR HOMEOWNERS ASSOCIATION, OR SIMILAR ENTITYS, BUILDING AND LAND USE REQUIREMENTS OR RESTRICTIONS, BY SIGNING BELOW YOU ACKNOWLEDGE THAT COMPLIANCE WITH ANY SUCH STANDARDS IS YOUR RESPONSIBILITY.

## Workflow Reviews Information

Type	Creation Date	Due Date	Completion Date	Status	Description
Application Check	12/19/2023	12/20/2023	01/24/2024	Approved	
Planning and Zoning Review	12/19/2023	02/27/2024	01/01/1900	Pending	
Review Complete	12/19/2023	01/01/1900	01/01/1900	Pending	

## Inspection Information

SPC SC GRID NORTH



PROPOSED FINISH FLOOR ELEVATION=843.5  
 PROPOSED LOWER FLOOR ELEVATION=832.0

LOT 95  
 DOUGLAS STETSON  
 DB 2371 PAGE 54  
 PB P34 PAGE 129  
 TMP 111-05-01-067  
 See plat by Gary Eades dated 3-1-17

LOT 97  
 TIMOTHY FINN  
 DB 2394 PAGE 297  
 PB P64 PAGE 14  
 TMP 111-05-01-089

Surveyor's Note:  
 See amended Covenants and Restrictions recorded December 2021 in Deed Book 2762 page 129.

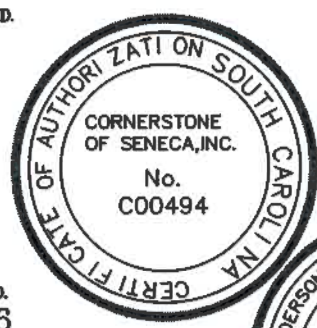
Note:  
 Oconee County has a 25 foot NATURAL BUFFER EASEMENT measured from the 800 foot Mean Sea Level contour. This contour line is an infinitely irregular position line changing over time due to erosion and the 25' offset is approximated.

# PROPOSED HOUSE LOCATION NOT FOR RECORDING

AUGUST 10, 2022  
 AUGUST 20, 2022 REVISED TO SHOW PROPOSED ENCROACHMENTS IN SETBACK  
 OCTOBER 10, 2022 REVISED TO SHOW MOVE RETAINING WALL

This survey was prepared with documents and data gathered from various (private, public, & government) sources, but no title examination was furnished by an attorney. This survey is made subject to a current and complete title examination and is subject to any and all records either recorded or unrecorded that may affect this property. These may include: easements, right-of-ways, above and below ground utilities, covenants and restrictions, and any other right or agreement that may be attached to this property. Any reproduction of this document that does not have a "raised" impression SEAL and red ink signature should be considered altered or fraudulent and not to be used for any purpose. This document was prepared for legal transactions on or near the date hereon and only for the person, persons, or identity listed. No other use implied.  
 © Copyright 2021 Cornerstone of Seneca, Inc. All rights RESERVED.

CORNERSTONE OF SENECA, INC.  
 800 WHITWORTH CIRCLE  
 SENECA, SC 29672  
 PAYMENTS MAILED TO  
 PO BOX 1071  
 CLEMSON, SC 29633  
 PHONE: 864/862-6476  
 EMAIL: csil1977mlh@gmail.com



PLAT PREPARED FOR:  
**ELLIOT P WEINSTEIN**  
**PATRICIA A WEINSTEIN**

TAX MAP PARCEL #: 111-05-01-068  
 DESCRIPTION: THIS IS THE PROPERTY DESCRIBED IN DEED BOOK 2733 PAGE 97 AND KNOWN AS 96 UNIT 1 KEOWEE KEY SUBDIVISION

REFERENCE PLAT BOOK B130 PAGE 4. RECORDED IN THE COUNTY RECORDS OF OCONEE.

STATE OF SOUTH CAROLINA  
 COUNTY OF OCONEE  
 TOWNSHIP OF KEOWEEO  
 CITY OF

AREA OF PARCEL : 0.35 ACRES +-  
 DATE : OCTOBER 29, 2021 REVISED ON :

© Copyright 2021 Cornerstone of Seneca, Inc. All rights RESERVED.  
**MICHAEL L. HENDERSON, PS 6946**  
 I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN. PROPERTY SUBJECT TO ANY AND ALL EASEMENTS ON RECORD. THIS DOCUMENT DOES NOT TRANSFER TITLE NOR NECESSARILY FOLLOWS TITLE LINES.

Recorded this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Vol \_\_\_\_\_ page \_\_\_\_\_ and Certified Register of Deeds, OCONEE County.

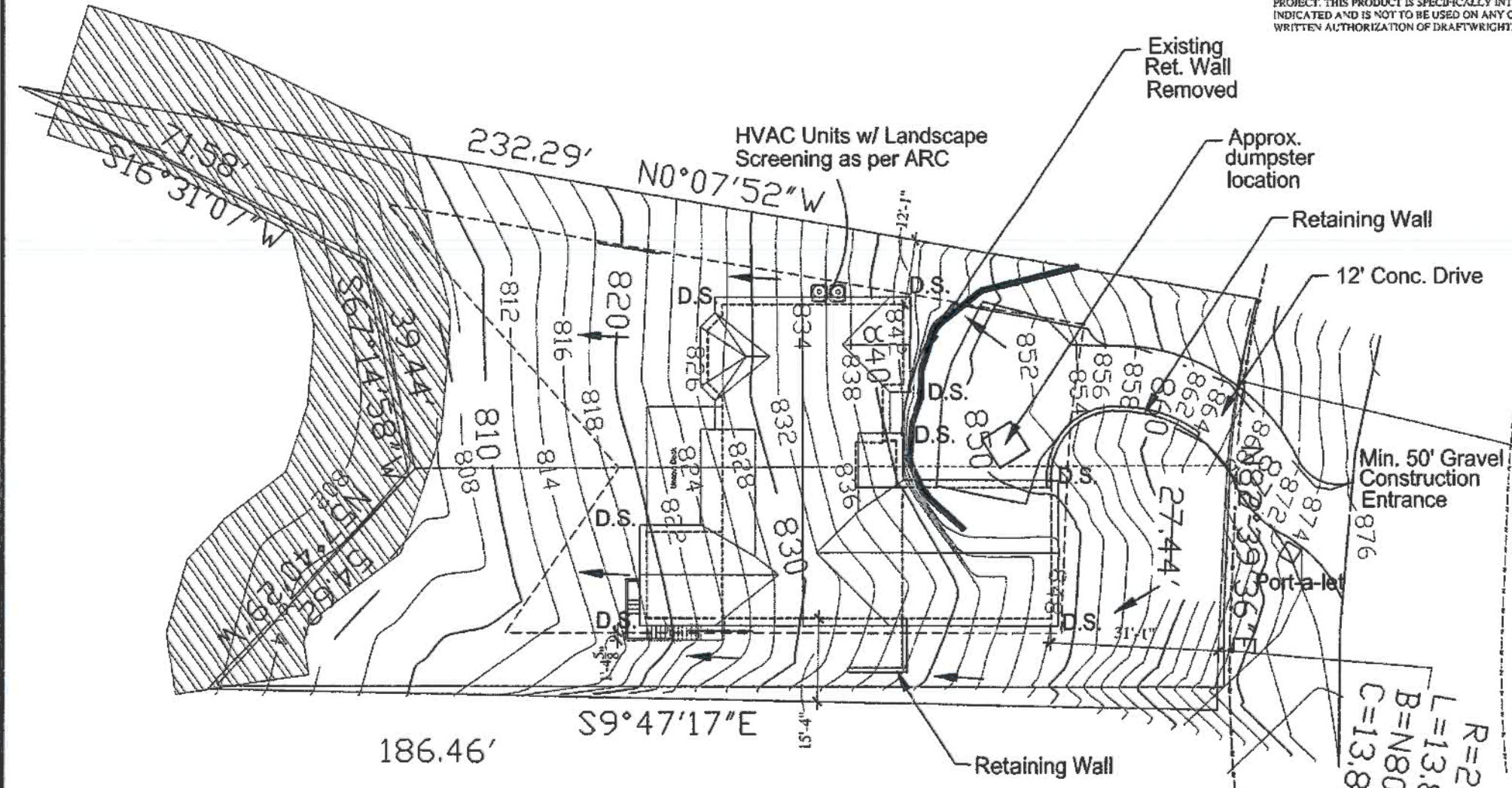
SCALE: 1"=40'  
 LOCATION MAP (NTS)  
 EXEMPTION FROM REVIEW PROCESS  
 The survey shown hereon is a RESURVEY of an existing lot of record as recorded in Plat Book B130 page 4.



001096

RECEIVED AUG 19 2022

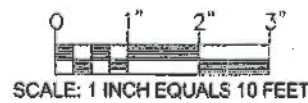
DRAFTWRIGHT, INC. RESERVES THE PROPERTY RIGHT TO THESE DRAWINGS AND ASSOCIATED COMPUTER FILES. THESE DRAWINGS ARE NOT TO BE COPIED, REPRODUCED OR DISTRIBUTED TO A THIRD PARTY EXCEPT AS REQUIRED FOR PROPER BIDDING AND CONSTRUCTION OF THIS SPECIFIC PROJECT. THIS PRODUCT IS SPECIFICALLY INTENDED FOR THE SITE INDICATED AND IS NOT TO BE USED ON ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF DRAFTWRIGHT, INC.



Lower Level FFE: 832'  
 Top of Found. Wall: 842'  
 Main Level FFE: 843.5'



Site Plan



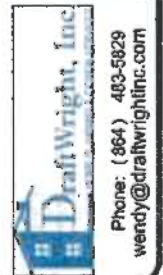
$R=171.45$   
 $L=30.92$   
 $B=N89^{\circ}24'13''E$   
 $C=30.88$

$R=247.98$   
 $L=13.81$   
 $B=N80^{\circ}25'00''E$   
 $C=13.81$



Project No.:  
 KC-Weinstein-2022

Site Plan  
 Weinstein Residence  
 Lot 96 Unit 1 Keowee Key



Dftr: WLK  
 Scale: Noted  
 Date: 08.09.22

Sheet  
 S-1  
 OF S-1

FINAL - Plans For Construction

DRAFTWRIGHT, INC. RESERVES THE PROPERTY RIGHT TO THESE DRAWINGS AND ASSOCIATED COMPUTER FILES. THESE DRAWINGS ARE NOT TO BE COPIED, REPRODUCED OR DISTRIBUTED TO A THIRD PARTY EXCEPT AS REQUIRED FOR PROPER BIDDING AND CONSTRUCTION OF THIS SPECIFIC PROJECT. THIS PRODUCT IS SPECIFICALLY INTENDED FOR THE SITE INDICATED AND IS NOT TO BE USED ON ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF DRAFTWRIGHT, INC.

ALL DRAWINGS ARE FOR INTENT. COORDINATE WITH BUILDER FOR EXACT DETAILS PERTAINING TO CONSTRUCTION. BUILDER TO DETERMINE EXACT PLACEMENT AND LOCATION OF ALL STRUCTURAL MATERIALS BASED ON ALL CALCULATED LOADS. DRAFTWRIGHT IS NOT AN ARCHITECTURAL OR ENGINEERING FIRM NOR DOES IT IMPLY IN ANY WAY THE DRAWINGS PROVIDED ARE APPROVED OR REVIEWED BY AN ARCHITECT OR ENGINEER.



Project No.:  
KC-Weinstein-2022

Main Level Floor Plan  
Weinstein Residence  
Lot 96 Unit 1 Keowee Key

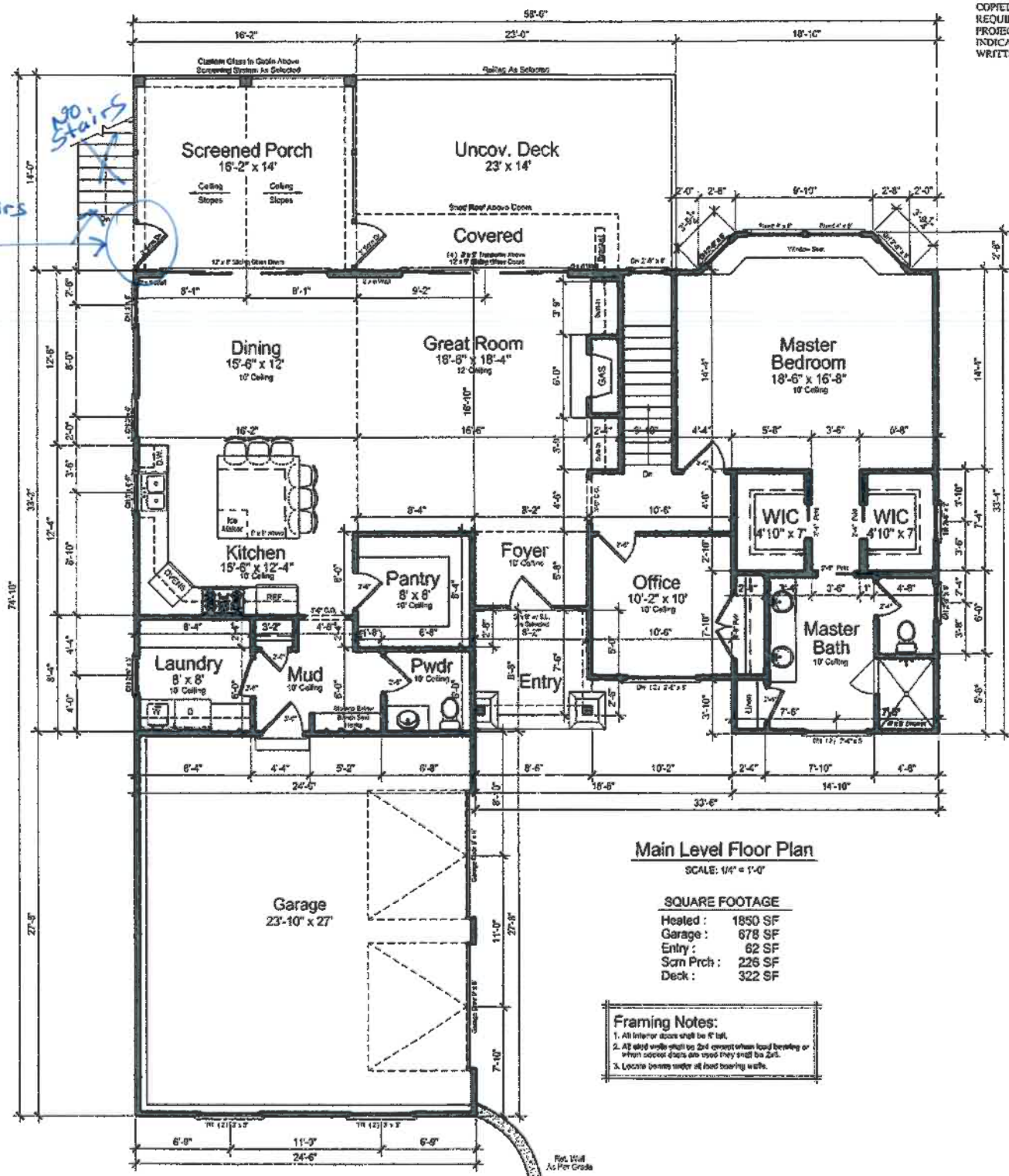
DraftWright, Inc.  
Phone: (864) 483-8829  
wendy@draftwrightinc.com

Dftr: WLK  
Scale: Noted  
Date: 07.26.22

Sheet  
A-1  
OF A-4

stairs & door to stairs  
NOT approved  
per variance  
10/12/22 MD

propane  
gas fire place  
w/ no chimney



Main Level Floor Plan  
SCALE: 1/4" = 1'-0"

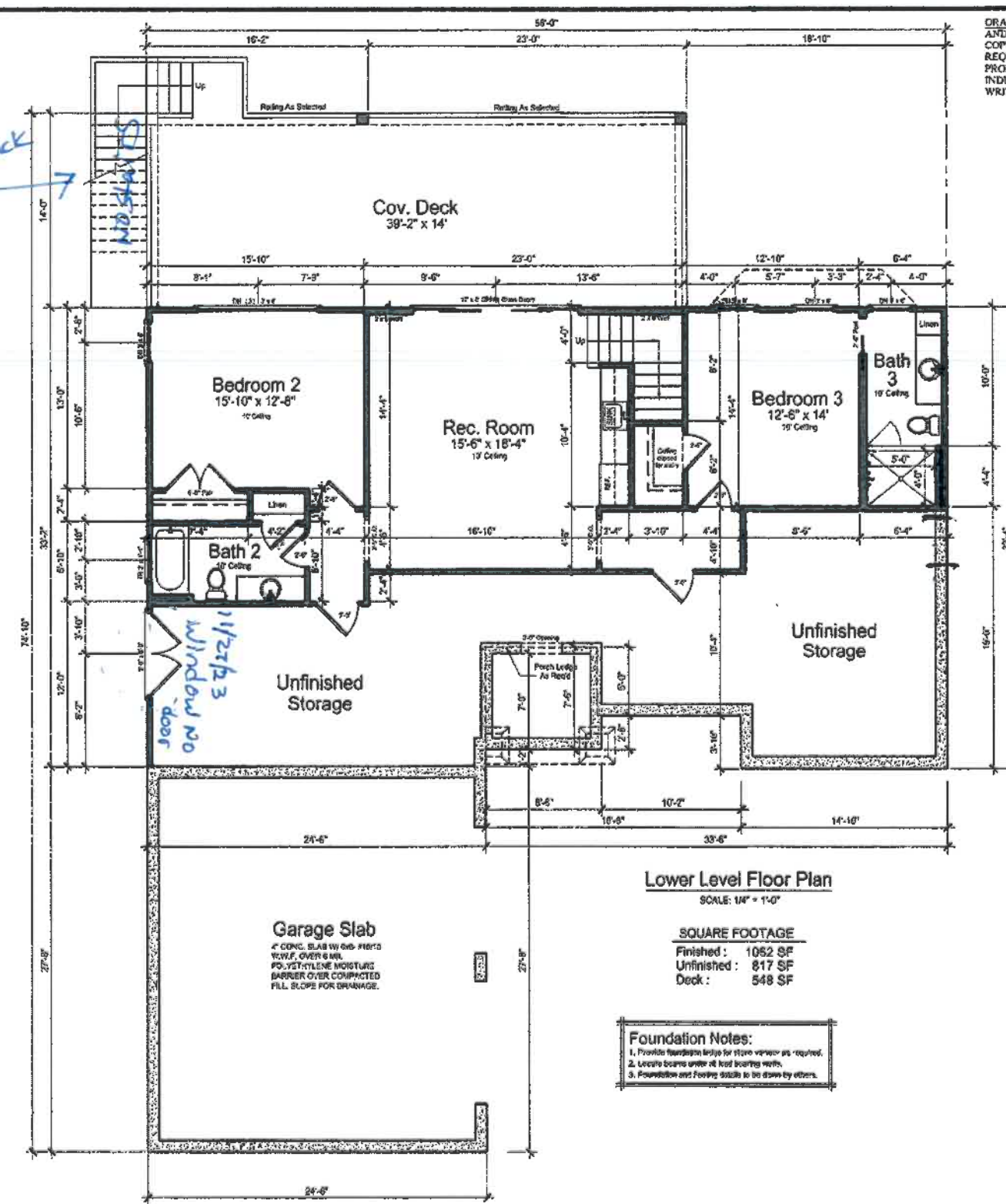
SQUARE FOOTAGE

Heated :	1850 SF
Garage :	678 SF
Entry :	62 SF
Scr Prch :	226 SF
Deck :	322 SF

Framing Notes:  
1. All interior doors shall be 6" tall.  
2. All stud walls shall be 2x4 except when load bearing or when corner studs are used they shall be 2x6.  
3. Locate beams under all load bearing walls.



10/12/22  
Stairs in setback  
NOT APPROVED  
Per variance  
MJB



DRAFTWRIGHT, INC. RESERVES THE PROPERTY RIGHT TO THESE DRAWINGS AND ASSOCIATED COMPUTER FILES. THESE DRAWINGS ARE NOT TO BE COPIED, REPRODUCED OR DISTRIBUTED TO A THIRD PARTY EXCEPT AS REQUIRED FOR PROPER BIDDING AND CONSTRUCTION OF THIS SPECIFIC PROJECT. THIS PRODUCT IS SPECIFICALLY INTENDED FOR THE SITE INDICATED AND IS NOT TO BE USED ON ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF DRAFTWRIGHT, INC.

ALL DRAWINGS ARE FOR INTENT. COORDINATE WITH BUILDER FOR EXACT DETAILS PERTAINING TO CONSTRUCTION. BUILDER TO DETERMINE EXACT PLACEMENT AND LOCATION OF ALL STRUCTURAL MATERIALS BASED ON ALL CALCULATED LOADS. DRAFTWRIGHT IS NOT AN ARCHITECTURAL OR ENGINEERING FIRM NOR DOES IT IMPLY IN ANY WAY THE SERVICES PROVIDED ARE APPROVED OR REVIEWED BY AN ARCHITECT OR ENGINEER.



Project No.:  
KC-Weinstein-2022

Lower Level Floor Plan  
Weinstein Residence  
Lot 96 Unit 1 Keowee Key



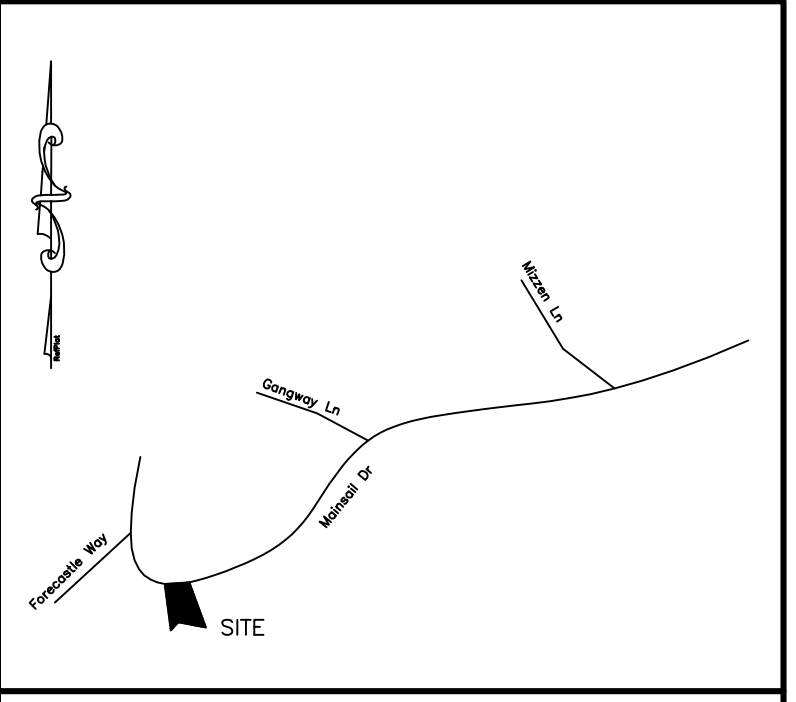
Dfr: WLK  
Scale: Noted  
Date: 07.26.22

Sheet  
A-2  
OF A-4

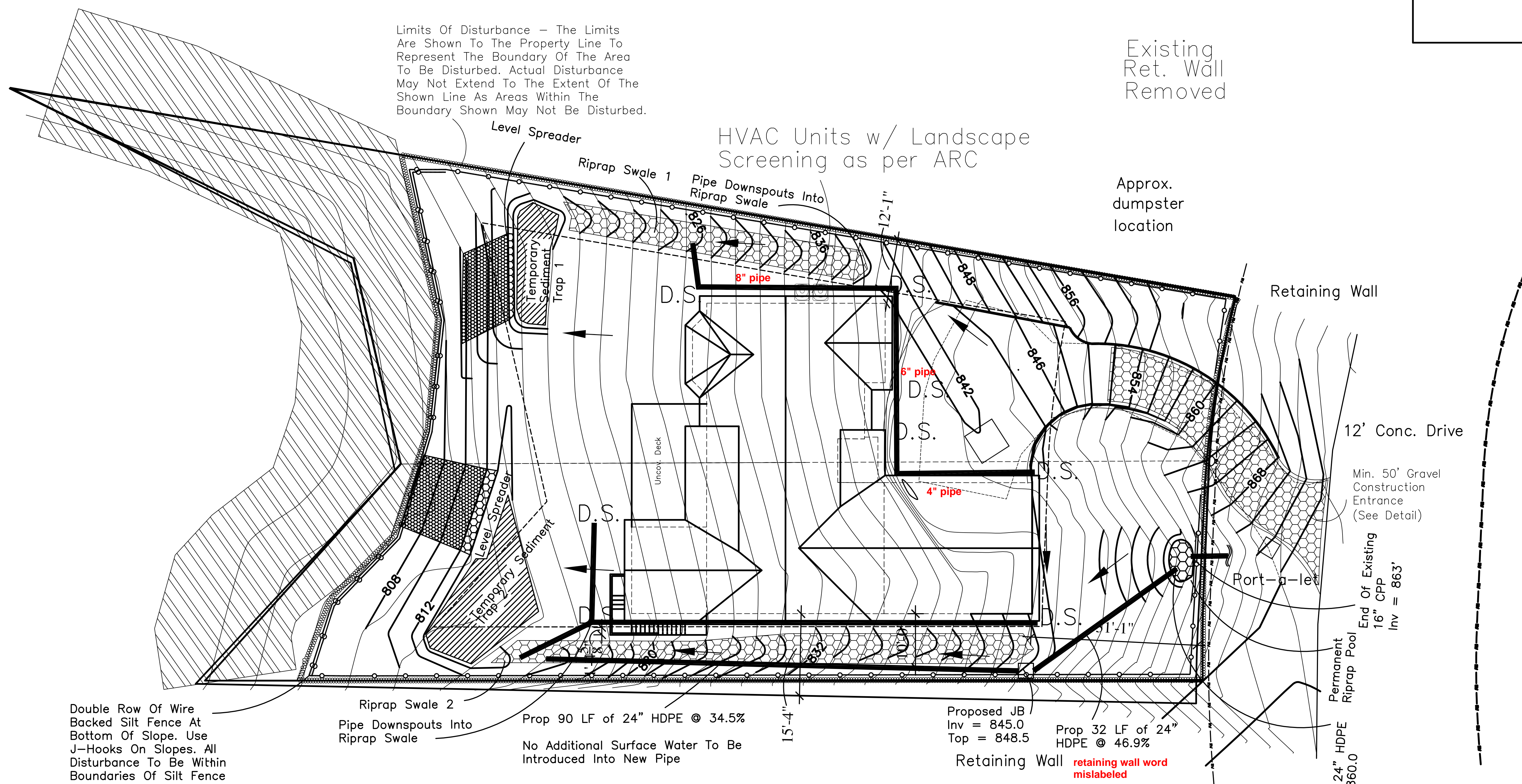




Legend  
Disturbance Limit  
Silt Fence



LOCATION MAP - NO SCALE



Limits Of Disturbance - The Limits Are Shown To The Property Line To Represent The Boundary Of The Area To Be Disturbed. Actual Disturbance May Not Extend To The Extent Of The Shown Line As Areas Within The Boundary Shown May Not Be Disturbed.

HVAC Units w/ Landscape Screening as per ARC

Existing Ret. Wall Removed

Approx. dumpster location

Retaining Wall

12' Conc. Drive

Min. 50' Gravel Construction Entrance (See Detail)

End Of Existing 16" CPP Inv = 863'

Prop. 24" HDPE Riprap Pool Inv = 860.0

Double Row Of Wire Backed Silt Fence At Bottom Of Slope. Use J-Hooks On Slopes. All Disturbance To Be Within Boundaries Of Silt Fence

Riprap Swale 2  
Pipe Downspouts Into Riprap Swale

Prop 90 LF of 24" HDPE @ 34.5%  
No Additional Surface Water To Be Introduced Into New Pipe

Proposed JB  
Inv = 845.0  
Top = 848.5

Prop 32 LF of 24" HDPE @ 46.9%

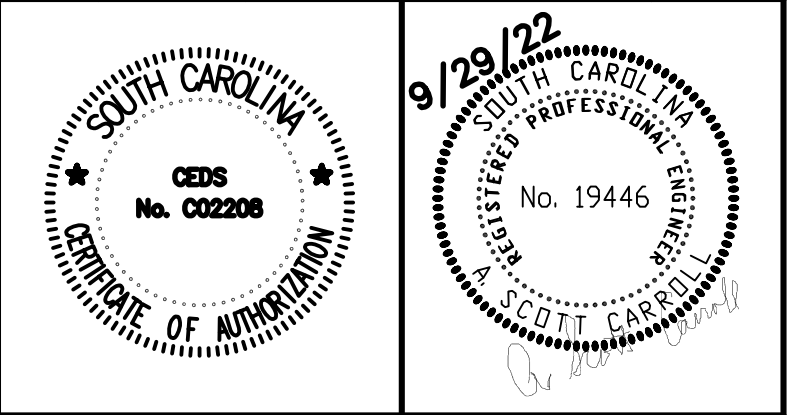
Retaining Wall retaining wall word mislabeled

Lower Level FFE: 832'  
Top of Found. Wall: 842'  
Main Level FFE: 843.5'

NOTE :  
EXISTING CONTOUR INTERVAL = 2' - CONTOUR INFORMATION TAKEN FROM SURVEY & TOPO PROVIDED BY DRAFTWRIGHT.

Existing Site Conditions  
For  
Weinstein  
Lot 96, Unit 1

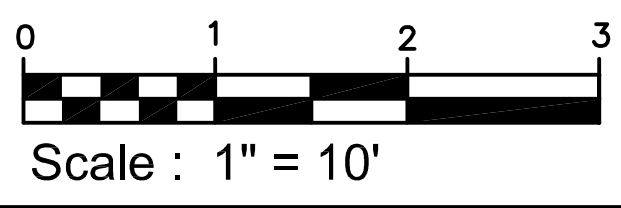
NO.	DATE	REVISION DESCRIPTION	BY
			CKD



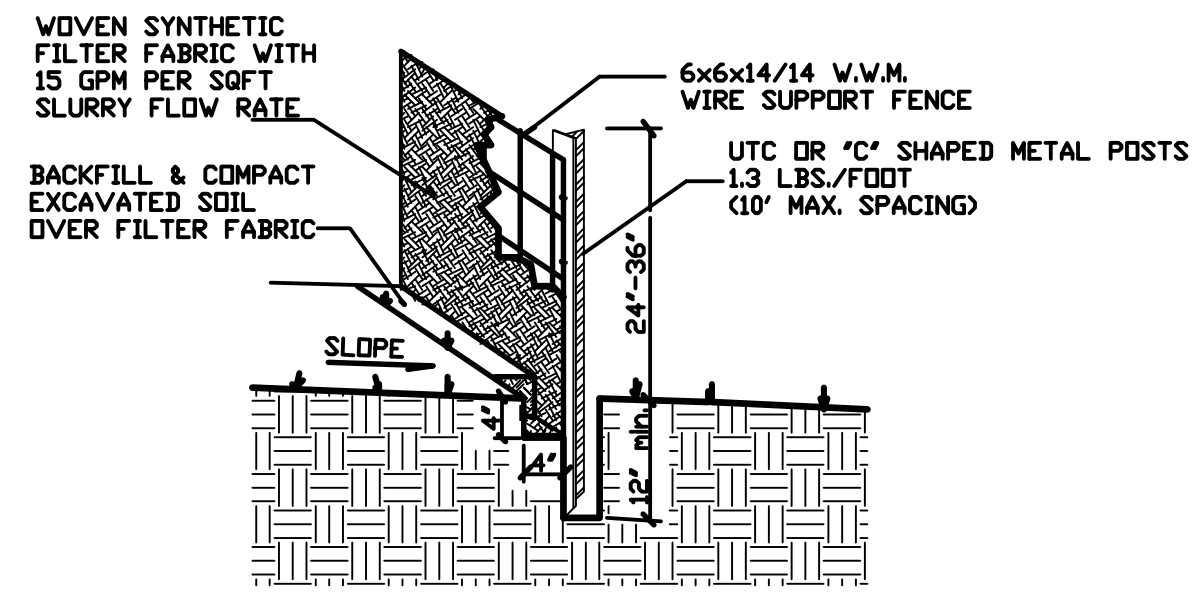
**CEDS**  
685 Northlake Drive  
Salem, SC 29676  
Tel: 864-247-7327

DRAWING NAME	
LEAD DESIGN PROF.	CHECKED
DRAWN	DATE
	September 29, 2022
PROJECT NUMBER	DRAWING NUMBER
E22020	C1

- All disturbed areas to be stabilized as soon as practicable after land disturbing activities (See "Standard Notes") with grassing and seeding, straw mat, or 3" deep mulch as required to minimize exposed disturbed areas and sediment transport offsite
- Maintain all BMP's to proper working order and clean/repair any deficiencies found during inspections
- House Plan is shown for illustrative purposes and for providing grading and drainage. Minor variations may be necessary to house exterior (such as deck steps) to meet setbacks, but footprint to remain the same.
- Temporary Sediment Traps are to be removed and riprap swales are to remain as permanent drainage



NOTE: THIS PROPERTY IS SUBJECT TO ALL EASEMENTS & R/W'S OF RECORD.



**SILT FENCE DETAIL**

NO SCALE

**SILT FENCE CONSTRUCTION AND MAINTENANCE NOTES :**

- PLACE STEEL POSTS (ONLY) AT 10' MAXIMUM SPACING.
- EXCAVATE A 4"x4" TRENCH UPSLOPE ALONG THE LINE OF POSTS. FASTEN A WIRE SUPPORT FENCE (6x6x14/14 W.W.M.) TO THE UPSLOPE SIDE OF THE POSTS WITH HEAVY-DUTY STAPLES, 1' MIN. LENGTH. THE WIRE SHOULD EXTEND INTO TRENCH A MINIMUM OF 2'.
- STAPLE STANDARD-STRENGTH FILTER FABRIC TO POSTS, WITH 8" OF FABRIC EXTENDING INTO TRENCH. THE FABRIC SHOULD BE CONTINUOUS WHERE POSSIBLE, WITH A MINIMUM OF 6" OVERLAP AT ANY JOINTS. (JOINTS AT POSTS ONLY.)
- BACKFILL AND COMPACT SOIL IN TRENCH OVER FILTER FABRIC.

**MAINTENANCE:**

- SILT FENCES SHOULD BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST ONCE DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHOULD BE MADE IMMEDIATELY.
- FILTER FABRIC WHICH HAS DECOMPOSED OR BECOME INEFFECTIVE PRIOR TO THE FENCE'S REMOVAL SHOULD BE REPLACED IMMEDIATELY.
- SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN THEY REACH ONE-THIRD THE HEIGHT OF THE SILT FENCE.
- SILT FENCES SHALL BE REMOVED ONLY AFTER ALL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.
- ANY SEDIMENT REMAINING IN PLACE AFTER THE SILT FENCE IS REMOVED SHOULD BE REMOVED IMMEDIATELY OR DRESSED TO CONFORM TO EXISTING GRADES.

**FILTER BARRIER :**

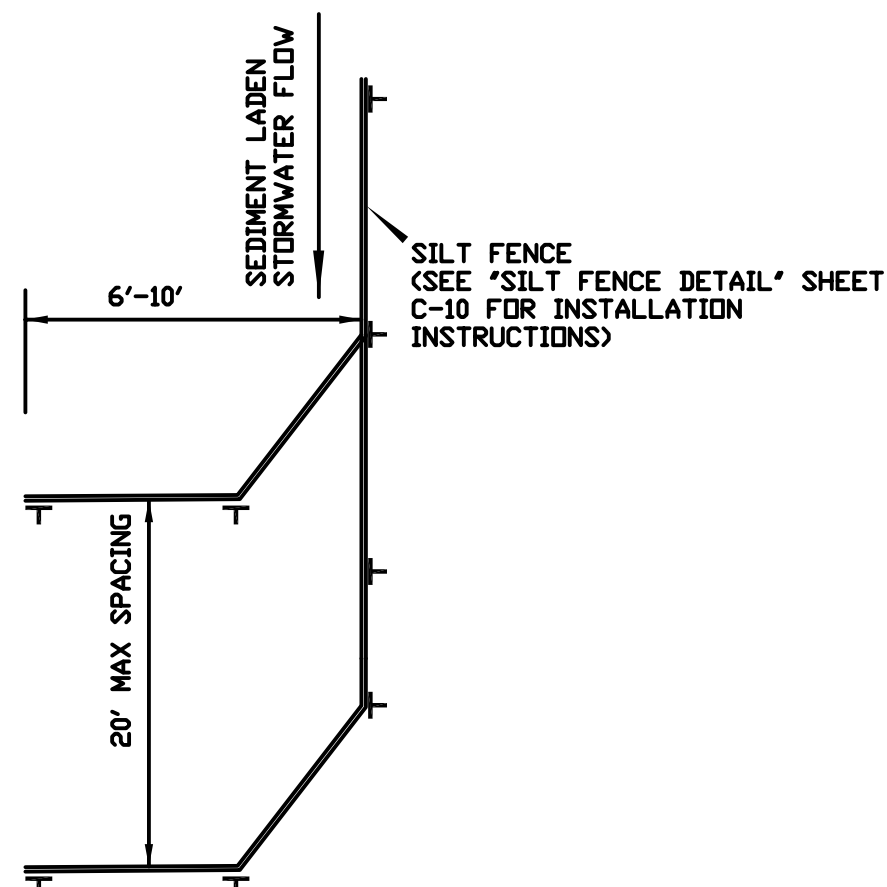
CONSTRUCTION AND MAINTENANCE OF FILTER BARRIERS SHALL BE SIMILAR TO SILT FENCE AS SPECIFIED ABOVE, WITH THE FOLLOWING EXCEPTIONS:

- POSTS SHALL BE 1"x2" WOOD STAKES, AT 3' MAXIMUM SPACING, DRIVEN 8" MINIMUM INTO GROUND.
- NO WIRE SUPPORT FENCE SHALL BE REQUIRED.
- THE BARRIER SHOULD BE 15'-18" IN HEIGHT ABOVE GRADE.

**CRITERIA FOR SILT FENCE PLACEMENT**

LAND SLOPE	MAX. SLOPE LENGTH ABOVE FENCE
PERCENT	FEET
< 2	100
2 TO 5	75
5 TO 10	50
10 TO 25	25
> 20*	15

\*IN AREAS WHERE THE SLOPE IS GREATER THAN 20%, A FLAT AREA LENGTH OF 10 FEET BETWEEN THE TOE OF THE SLOPE TO THE FENCE SHOULD BE PROVIDED.



**SILT FENCE 'J' HOOK DETAIL**

NO SCALE

**Standard Notes**

- If necessary, slopes, which exceed eight (8) vertical feet should be stabilized with synthetic or vegetative mats, in addition to hydroseeding. It may be necessary to install temporary slope drains during construction. Temporary berms may be needed until the slope is brought to grade.
- Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than fourteen (14) days after work has ceased, except as stated below.
  - > Where stabilization by the 14th day is precluded by snow cover or frozen ground conditions stabilization measures must be initiated as soon as practicable.
  - > Where construction activity on a portion of the Site is temporarily ceased, and earth-disturbing activities will be resumed within 14 days, temporary stabilization measures do not have to be initiated on that portion of the Site.
- All sediment and erosion control devices shall be inspected once every calendar week. If periodic inspection or other information indicates that a BMP has been inappropriately or incorrectly installed, the Permittee must address the necessary replacement or modification required to correct the BMP within 48 hours of identification. After construction activities begin, inspections must be conducted at a minimum of at least once every calendar week, with no time period between inspections exceeding 7 days, and must be conducted until final stabilization is reached on all areas of the construction site. It is recommended that BMPs be assessed by the contractor within 24 hours of the end of a storm event of 0.5 inch or greater, as well as during the first rain event after the initiation of construction activities, after the installation of BMPs.

- Provide silt fence and/or other control devices, as may be required, to control soil erosion during utility construction. All disturbed areas shall be cleared, graded, and stabilized with grassing or a minimum 3" deep cover of mulch or straw immediately after the utility installation. Fill, cover, and temporary seeding of the end of each day are recommended. If water is encountered while trenching, the water should be filtered to remove any sediments before being pumped back into any waters of the State.

- All erosion control devices shall be properly maintained during all phases of construction until the completion of all construction activities and all disturbed areas have been stabilized. Additional control devices may be required during construction in order to control erosion and/or offsite sedimentation. All temporary control devices shall be removed once construction is complete and the site is stabilized.

- The contractor must take necessary action to minimize the tracking of mud onto paved roadway(s) from construction areas and the generation of dust. The contractor shall daily remove mud/soil from pavement, as may be required.

- Residential subdivisions require erosion control features for infrastructure as well as for individual lot construction. Individual property owners shall follow these plans during construction or obtain approval of an individual plan in accordance with S.C. Reg. 72-300 et seq. and SCR100000.

- Temporary diversion berms and/or ditches will be provided as needed during construction to protect work areas from upslope runoff and/or to divert sediment-laden water to appropriate traps or stable outlets.

- All waters of the State (WoS), including wetlands, are to be flagged or otherwise clearly marked in the field. A double row of silt fence is to be installed in all areas where a 50-foot buffer can't be maintained between the disturbed area and all WoS. A 10-foot buffer should be maintained between the last row of silt fence and all WoS.

- Litter, construction debris, oils, fuels, and building products with significant potential for impact (such as stockpiles of freshly treated lumber) and construction chemicals that could be exposed to storm water must be prevented from becoming a pollutant source in storm water discharges.

- N/A

- Initiate stabilization measures on any exposed steep slope (3H:1V or greater) where land-disturbing activities have permanently or temporarily ceased, and will not resume for a period of 7 calendar days.

- Minimize soil compaction and, unless infeasible, preserve topsoil.

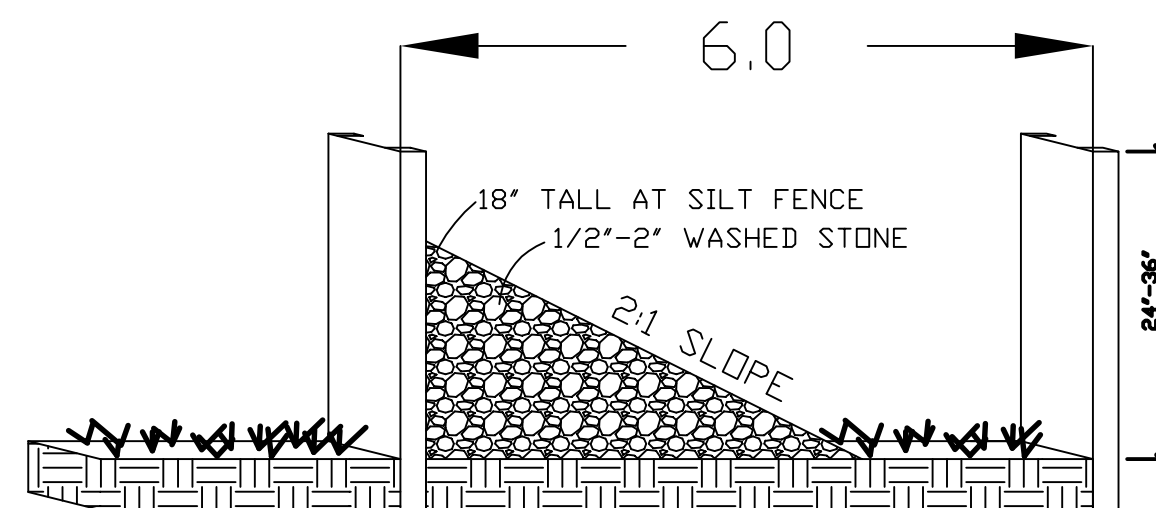
- Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.

- Minimize the discharge of pollutants from dewatering of trenches and excavated areas. These discharges are to be routed through appropriate BMPs (sediment basin, filter bag, etc.).

- The following discharges from sites are prohibited:
  - Wastewater from washout of concrete, unless managed by an appropriate control;
  - Wastewater from washout and cleanup of stucco, paint, form release oils, curing compounds and other construction materials;
  - Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and
  - Soaps or solvents used in vehicle and equipment washing.

- After construction activities begin, inspections must be conducted at a minimum of at least once every calendar week and must be conducted until final stabilization is reached on all areas of the construction site. In addition, the permit reiterates that if the entire site has reached final stabilization, yet no Notice of Termination (NOT) has been filed, that monthly inspections must continue until such time as the operator files the NOT.

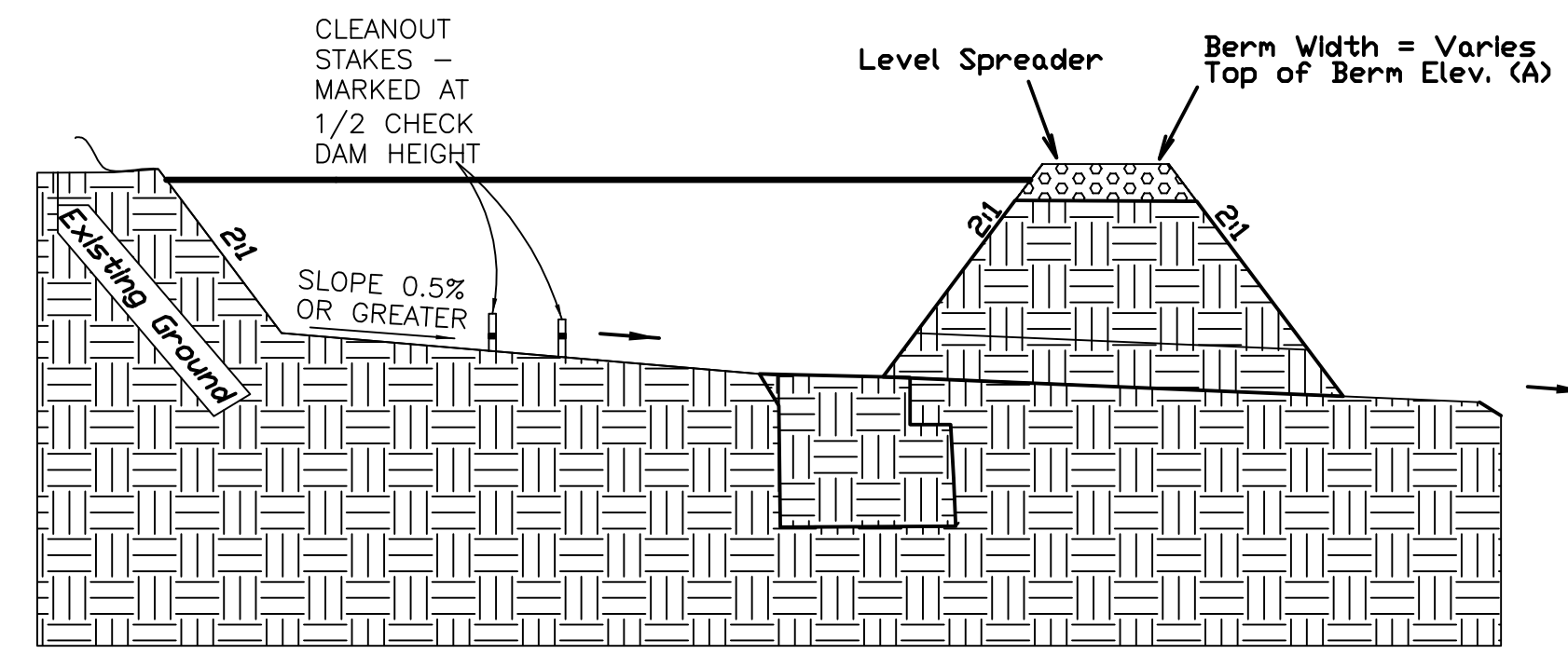
- If existing BMPs need to be modified or if additional BMPs are necessary to comply with the requirements of the HOA, implementation must be completed before the next storm event whenever practicable. If implementation before the next storm event is impracticable, the situation must be noted to the HOA and alternative BMPs must be implemented as soon as reasonably possible.



**DOUBLE ROW SILT FENCE DETAIL**

NO SCALE

NOTE: SILT FENCE SHALL BE INSTALLED AND MAINTAINED ACCORDING TO "SILT FENCE DETAIL" ON SHEET C-12

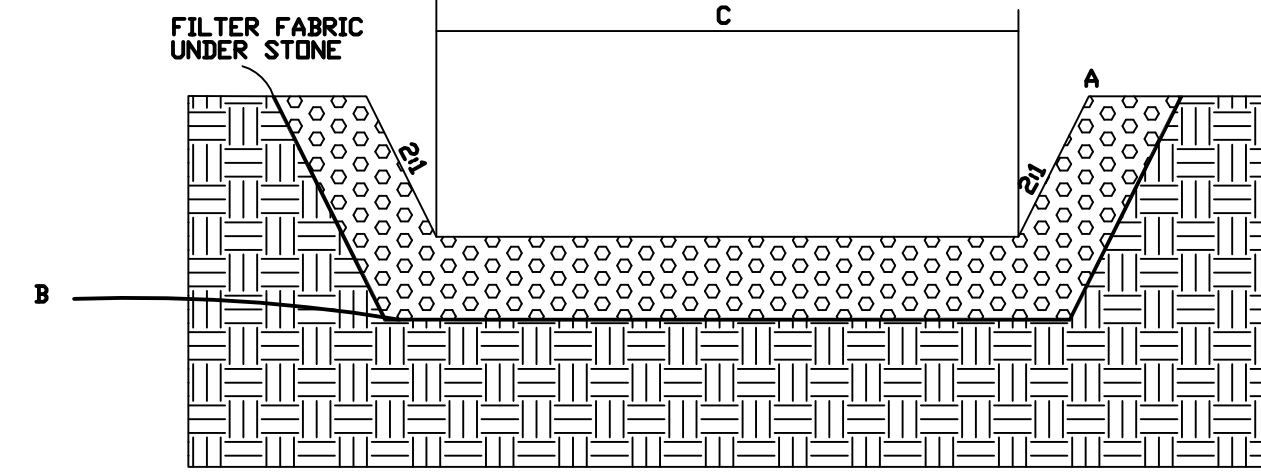


**DETENTION POND DETAIL TABLE**

TRAP I.D.	BOTTOM ELEV. (B)	BOTTOM AREA (Ac.)	TOP ELEV. (A)	TOP AREA (Ac.)
Temporary Sediment Trap 1	814.5	0.0001	816	0.004
Temporary Sediment Trap 2	810.5	0.0001	812	0.007

**Temporary Sediment Trap**

NO SCALE

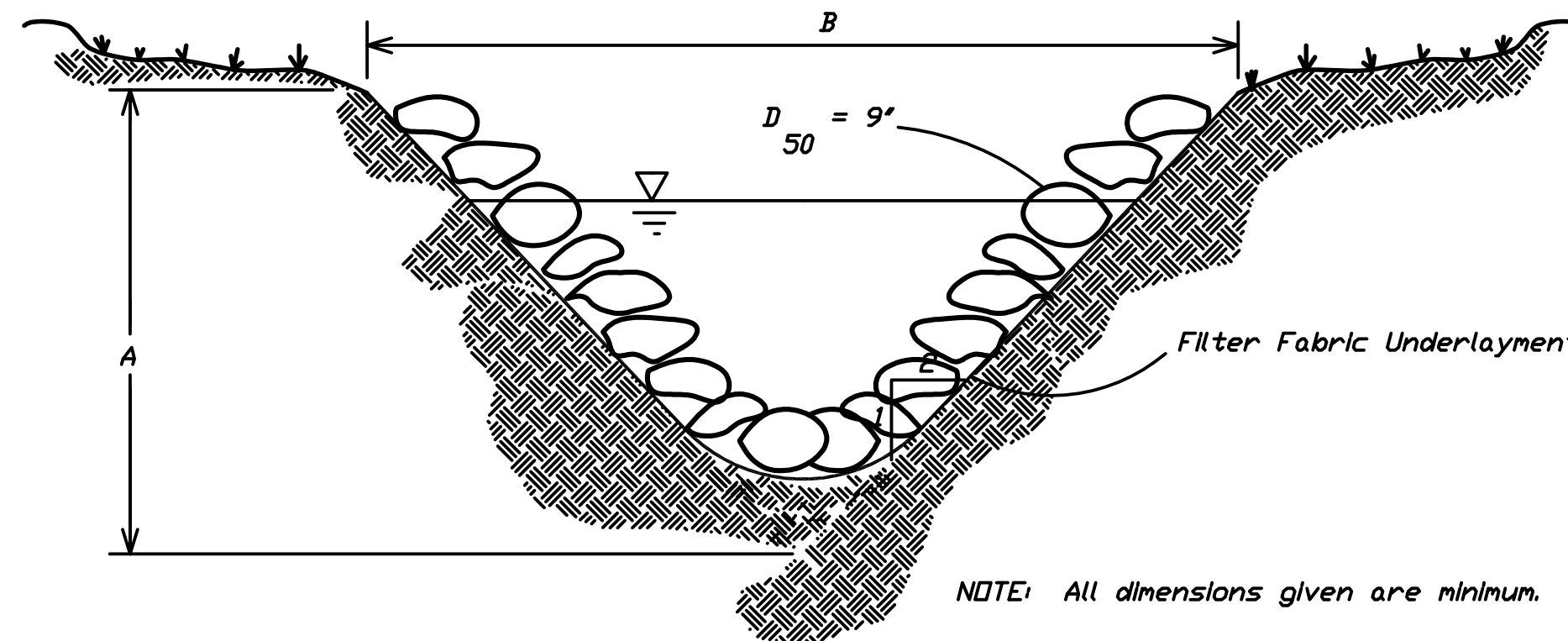


**Level Spreader**

NO SCALE

**LEVEL SPREADER TABLE**

TRAP I.D.	BOTTOM ELEV. (B)	WIDTH (C)	TOP ELEV. (A)
Temporary Sediment Trap 1	815.5	15'	816
Temporary Sediment Trap 2	811.5	15'	812

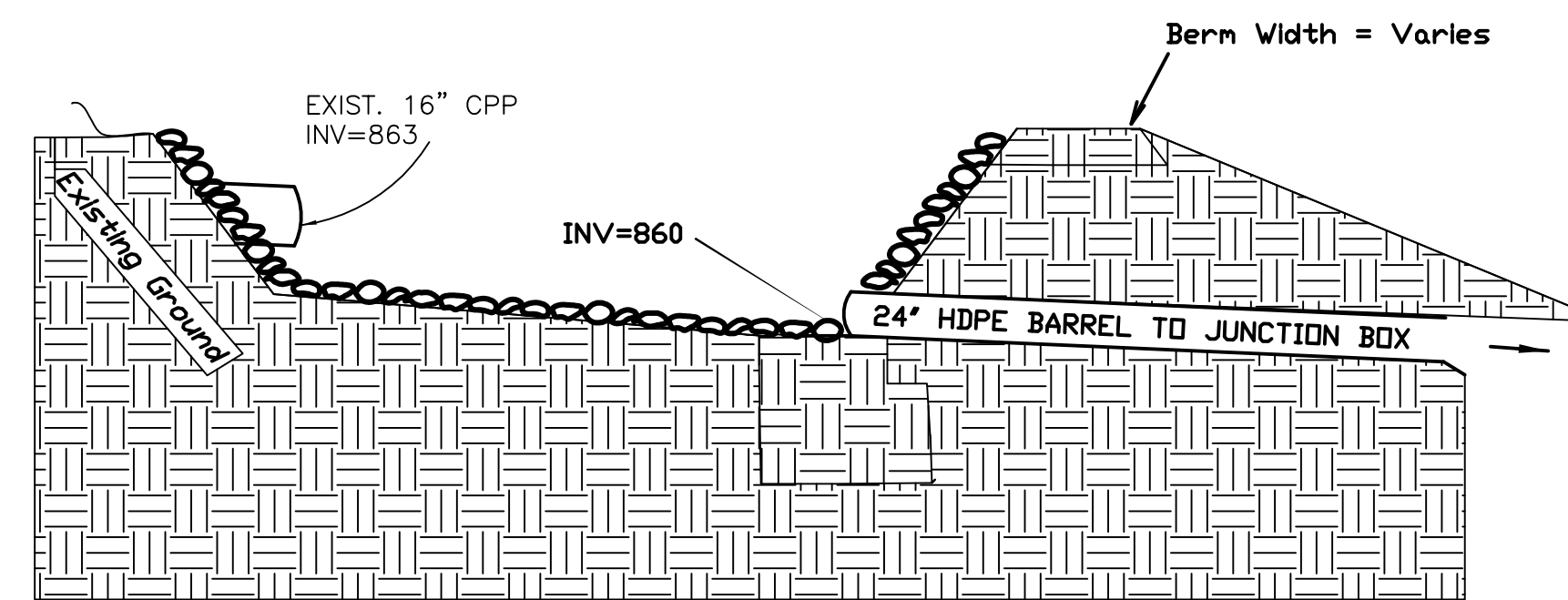


**TYPICAL CROSS SECTION FOR RIPRAP SWALES**

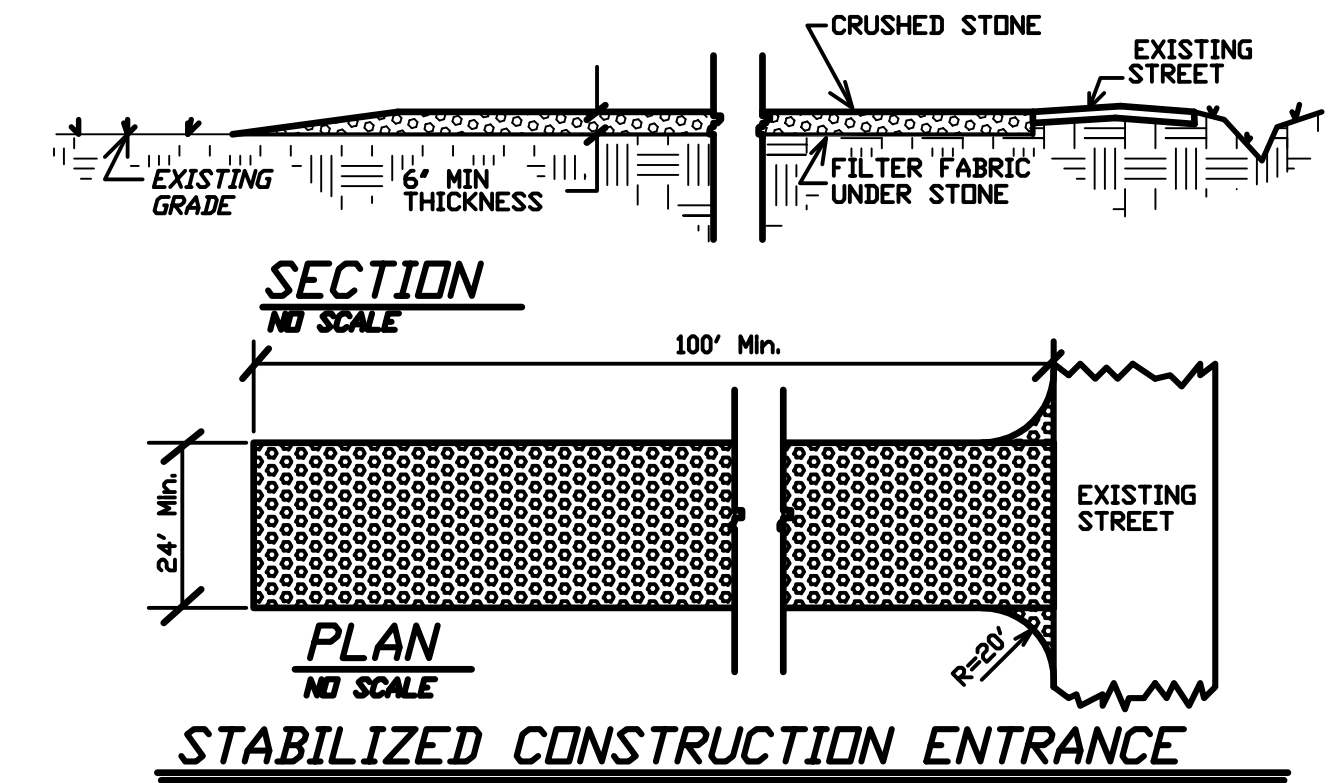
**SWALE TABLE**

SWALE #	Depth	Width
1	1.72'	6.25'
2	1.94'	6.5'

NOTE: All dimensions given are minimum.



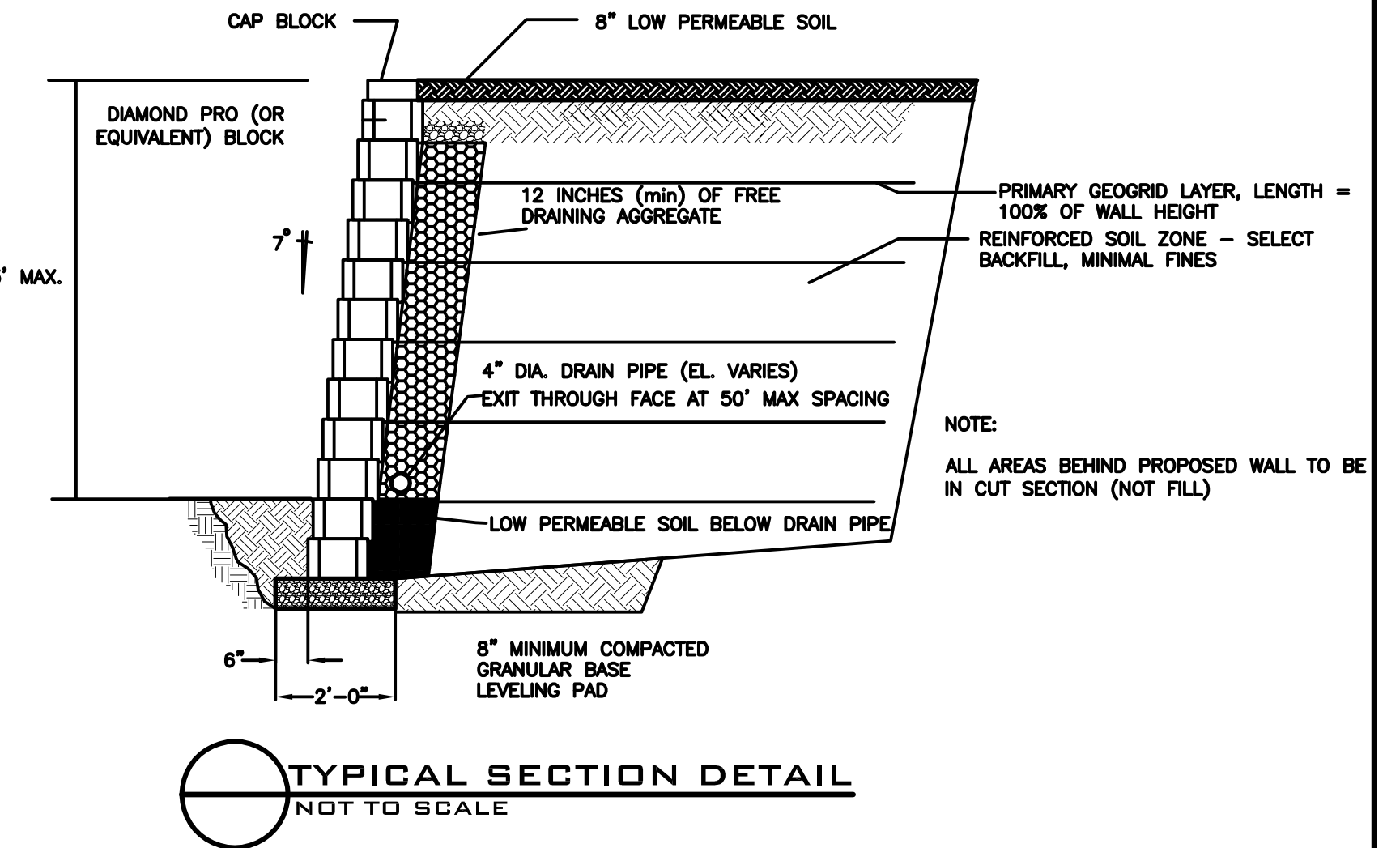
**TYPICAL CROSS SECTION FOR PERMANENT RIPRAP POOL**



**STABILIZED CONSTRUCTION ENTRANCE**

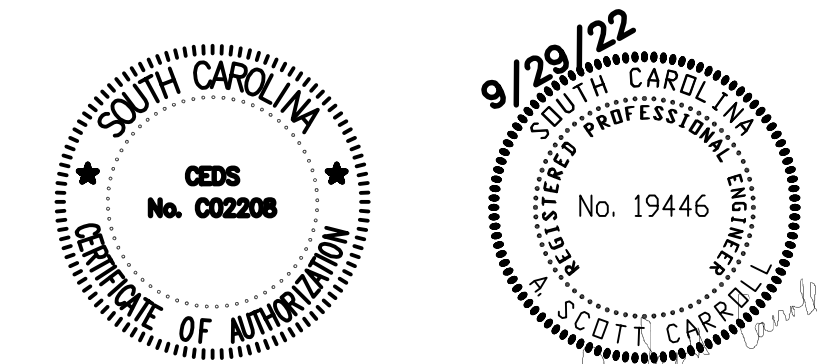
**NOTES:**

- A STABILIZED PAD OF CRUSHED STONE SHALL BE LOCATED AT ALL LOCATIONS WHERE TRAFFIC WILL BE ENTERING OR EXITING THE CONSTRUCTION SITE FROM A PUBLIC STREET.
  - STONE SHALL BE 1" TO 2 1/2" CRUSHED STONE.
- MAINTENANCE:**
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING SEDIMENT ONTO PUBLIC STREETS OR EXISTING PAVEMENT. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS REQUIRED TO MAINTAIN 6" THICKNESS AND/OR CLEANOUT OF ANY STRUCTURES USED TO TRAP SEDIMENT.
  - ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC STREETS MUST BE REMOVED IMMEDIATELY.
  - WHEN NECESSARY, WHEELS MUST BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTERING A PUBLIC STREET. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN.
  - FILTER FABRIC SHALL BE MIRAFT 500 DR EQUAL.
  - INSPECT ENTRANCE AFTER EACH RAINFALL OF 1" OR AT LEAST ONCE A WEEK.



**TYPICAL SECTION DETAIL**

Note: Slopes above or below retaining walls shall not exceed 5:1.



State of South Carolina  
Oconee County

Typical Details  
for  
Weinstein  
Lot 96, Unit 1

**CEDS**

685 North Lake Drive  
Salem, SC 29676  
864-247-7327

**C2**

Scale: As Noted

September 29, 2022

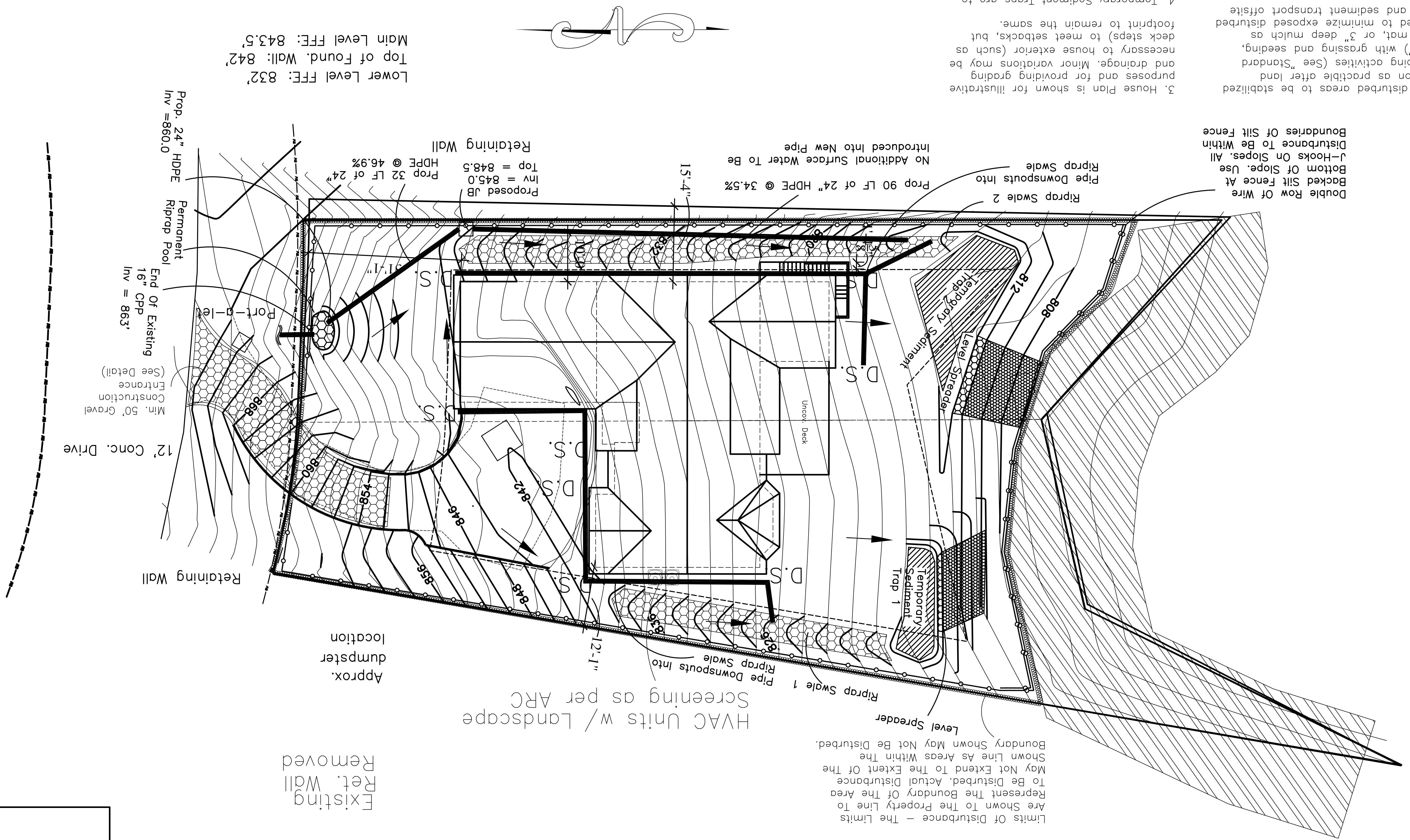
Scale : 1" = 10'

1. All disturbed areas to be stabilized as soon as practicable after land disturbing activities (See "Standard Notes") with grassing and seeding, necessary to house exterior (such as deck steps) to meet setbacks, but footprint to remain the same.
2. Maintain all BMP's to proper working order and clean/repair any deficiencies found during inspections
3. House Plan is shown for illustrative purposes and for providing grading and drainage. Minor variations may be required to house exterior (such as deck steps) to meet setbacks, but footprint to remain the same.
4. Temporary Sediment Traps are to be removed and riprap swales are to remain as permanent drainage

Double Row Of Wire Backed Silt Fence At Bottom Of Slope. Use J-Hooks On Slopes. All Disturbance To Be Within Boundaries Of Silt Fence

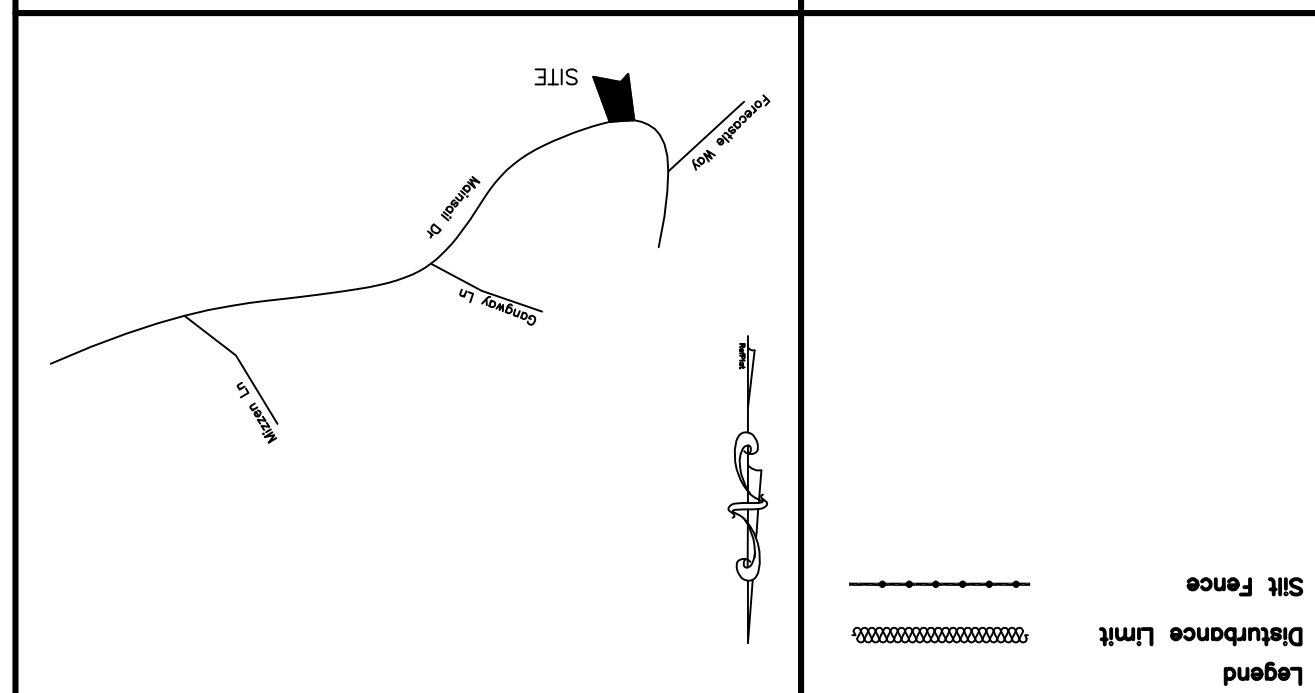
Limits Of Disturbance - The Limits Are Shown To The Property Line To Represent The Boundary Of The Area To Be Disturbed. Actual Disturbance May Not Extend To The Extent Of The Shown Line As Areas Within The Boundary Shown May Not Be Disturbed.

NOTE :  
EXISTING CONTOUR INTERVAL = 2' - CONTOUR INFORMATION TAKEN FROM SURVEY & TOPO PROVIDED BY DRAFTWRIGHT.  
NOTE: THIS PROPERTY IS SUBJECT TO ALL EASEMENTS & R/W'S OF RECORD.



PROJECT NUMBER <b>E22020</b>		DRAWING NUMBER <b>C1</b>	
DRAWN September 29, 2022		DATE	
LEAD DESIGN PROF.		CHECKED	
DRAWING NAME			
<b>CEDS</b> 685 Northside Drive Sdalem, SC 29678 Tel: 864-247-7327			
NO.		DATE	
REVISION DESCRIPTION		BY	
9/29/22 SOUTH CAROLINA PROFESSIONAL ENGINEER SOUTH CAROLINA PROFESSIONAL ENGINEER SOUTH CAROLINA PROFESSIONAL ENGINEER			

Existing Site Conditions  
For  
Weinstein  
Lot 96, Unit 1



# Freedom of Information Act - Variance Application

## Permitting Information

Code section from which a variance is requested      38.10.6  
 Application is

**Upload Supporting Documentation Here**  
 Application is not



yes

### APPLICANT RESPONSES TO SECTION 38-7.1

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.:

Unique parcel shape limits the ability to cut out a traditionally shaped piece of property. The previous survey was from 1909, and the property lines were believed to be in a different location, until the new survey was completed. The surrounding parcels are all in control free districts, and the proposed division of the property would meet the CFD standards.

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

no

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 shape of the parcel and development on the remained limits the ability to subdivide

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.:

The approval would allow for a family to own the property outright.

#### General Contractor

ICC 113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code of the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

#### Comments

OCONEE COUNTYS APPROVAL, PERMITTING, AND/OR INSPECTION(S) OF THIS PROJECT DOES NOT MEAN THAT THE PROJECT IS IN COMPLIANCE WITH ALL APPLICABLE SUBDIVISION AND/OR HOMEOWNERS ASSOCIATION, OR SIMILAR ENTITYS, BUILDING AND LAND USE REQUIREMENTS OR RESTRICTIONS, BY SIGNING BELOW YOU ACKNOWLEDGE THAT COMPLIANCE WITH ANY SUCH STANDARDS IS YOUR RESPONSIBILITY.

## Workflow Reviews Information

Type	Creation Date	Due Date	Completion Date	Status	Description
Application Check	01/09/2024	01/10/2024	01/24/2024	Approved	
Planning and Zoning Review	01/09/2024	02/27/2024	01/01/1900	Pending	
Review Complete	01/09/2024	01/01/1900	01/01/1900	Pending	

## Inspection Information

## Activities Information

## Documents Information



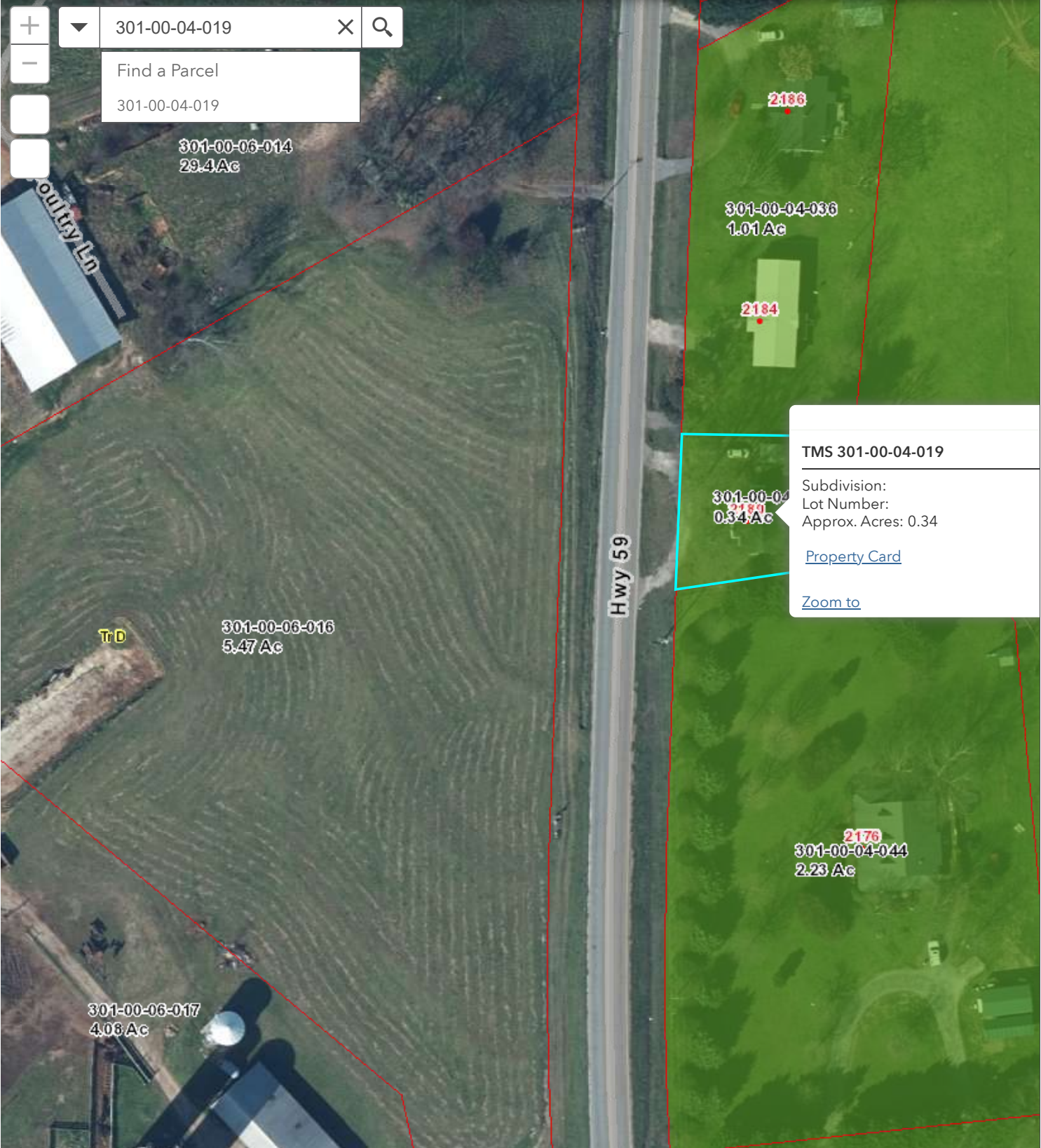




NOTE: Zoom in to see zoning layer.

< HELP >

< Plan



**TMS 301-00-04-019**

---

Subdivision:  
 Lot Number:  
 Approx. Acres: 0.34

[Property Card](#)

[Zoom to](#)

100ft

-82.985 34.589 Degrees

# Oconee County, SC

## Parcel Information

**Parcel ID** 301-00-04-019  
**Neighborhood** 1101800 - Center Twp Crossroads FD  
**Property Address** 2180 HWY 59  
**Legal Description** (.34 AC)  
(Note: Not to be used on legal documents.)  
**Acres** 0.34  
**Class**  
**Tax District** CROSSROADS (District 13)  
**Exemptions**

[View Map](#)

## Owner

[POWELL JARRAD M](#)  
 2176 HWY 59  
 WESTMINSTER, SC 29693

## Land

Land Use	Acres	Square Footage	Frontage	Depth
O - Other	0.34	14,810	0	0

## Residential Improvement Information

**Style** 1 Family (Detached)  
**Heated Square Feet** 972  
**Interior Walls** Finished  
**Exterior Walls** Vinyl Siding  
**Foundation** Crawlspace  
**Attic Square Feet** 0  
**Basement Square Feet** 0  
**Year Built** 1962  
**Roof Type** Asphalt Shingles  
**Heating Type** Central Heat  
**Number Of Bedrooms** 2  
**Number Of Full Bathrooms** 1  
**Number Of Half Bathrooms** 0  
**Value** \$37,929  
**Condition** Fair

## Accessory Information

Description	Year Built	Dimensions/Units	Identical Units
xMISC	1962	10x18 / 0	0

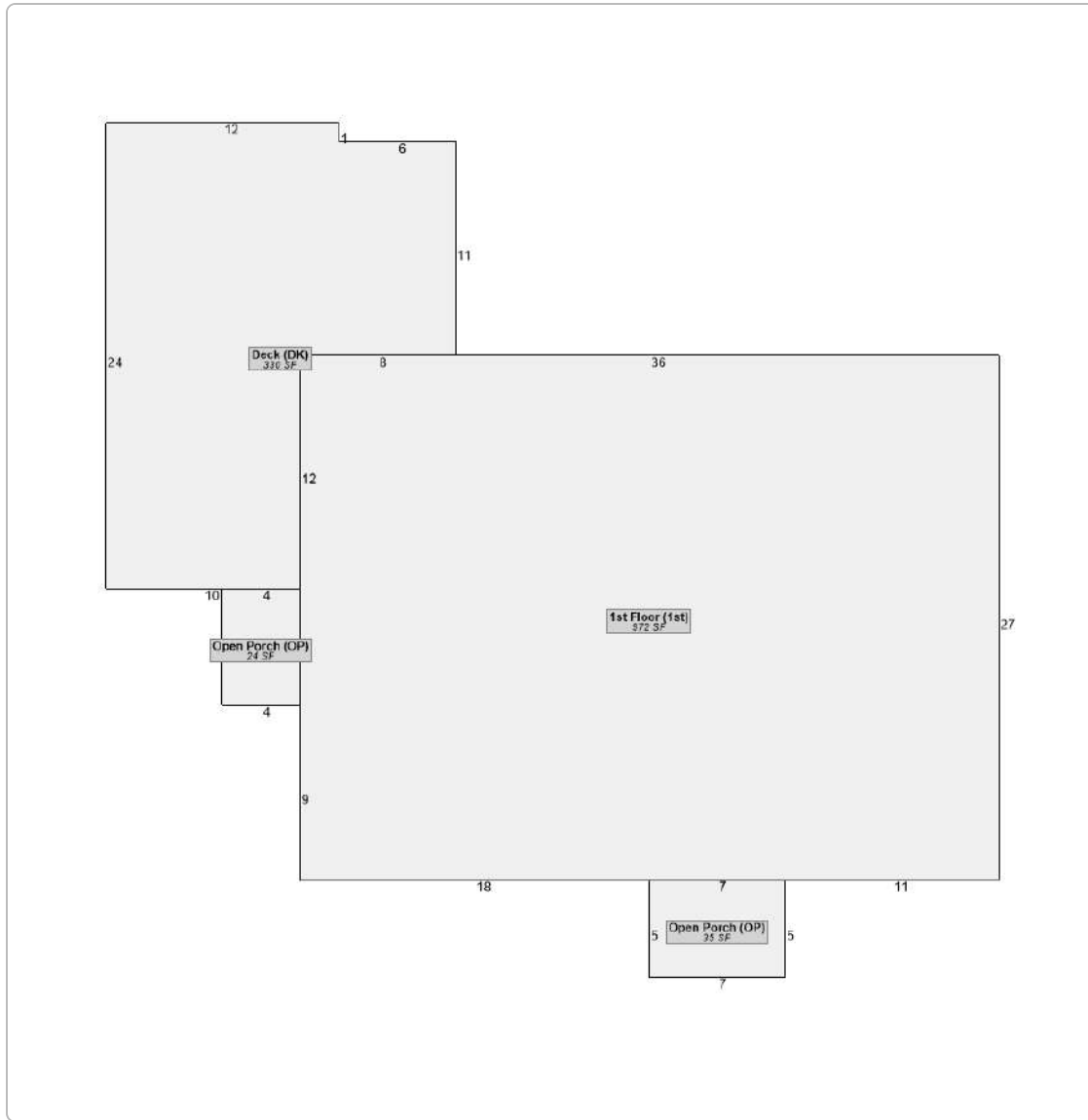
## Valuation

<b>Assessed Year</b>	<b>2023</b>
Land Value	\$6,020
Improvement Value	\$37,929
Accessory Value	\$810
<b>Total Value (Market)</b>	<b>\$44,759</b>
Land Value	\$0
Improvement Value	\$37,929
Accessory Value	\$0
<b>Total Value (Capped)</b>	<b>\$37,929</b>

## Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/26/2002	1248 15		\$45,000	NULL	SHIRLEY WILLIE FAY	POWELL JARRAD M

## Sketches



**Recent Sales In Area**

Sale date range:

From:  To:

### Generate Owner List by Radius

Distance:



Use Address From:

 Owner
  Property

Select export file format:

 Show All Owners  
 Show Parcel ID on Label

Skip Labels

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xlsx, csv or tab download formats.

No data available for the following modules: Commercial Improvement Information, Mobile Homes.

Oconee County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)  
 Last Data Upload: 1/8/2024, 5:17:53 PM

[Contact Us](#)



BZA

Dear Board members,

Unfortunately, I am unable to attend tonight's meeting due to a prior engagement at the Fair Oak Youth Center. This is my opinion as a surveyor. Most property boundaries that are easiest to find are those that are natural features such as a small branch or creek, or even a large tree. In this case, a man-made feature, which was a fence, was used as the property line. This fence was placed years ago to separate tenant farmer property from farm owner property. This fence was in place before the one-acre restriction was put into effect. I viewed the property this morning and I see no adverse conditions this variance would cause if approved.

Thank you for your time and consideration.

District V Councilman Glenn Hart

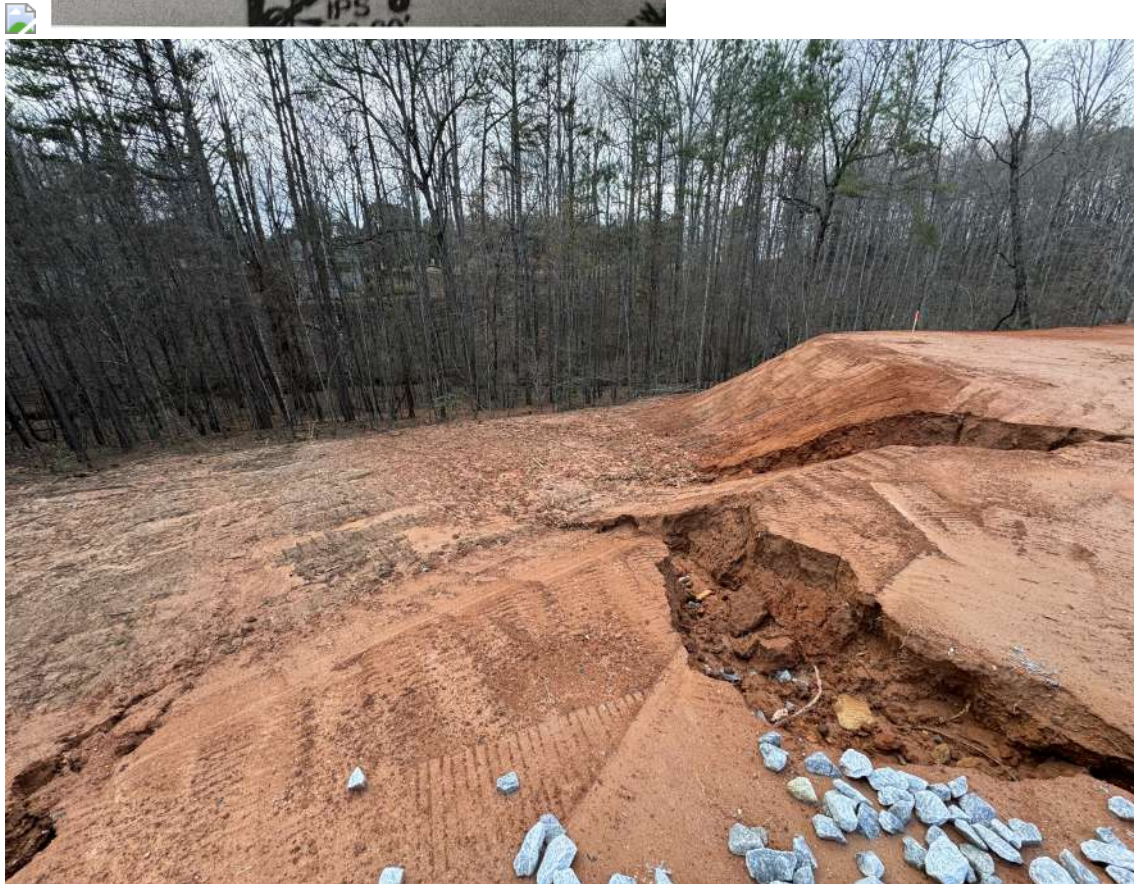
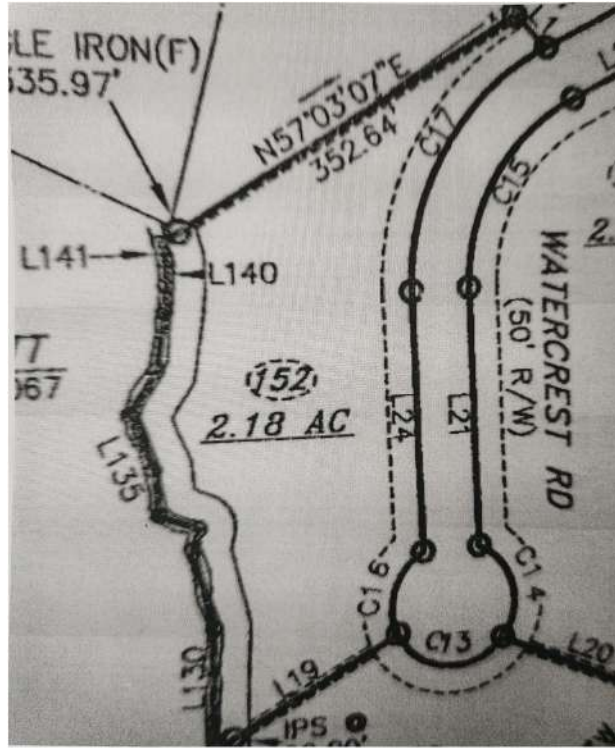
A handwritten signature in blue ink that reads "Glenn Hart". The signature is written in a cursive style with a large initial 'G' and 'H'.

# Freedom of Information Act - Variance Application

## Permitting Information

Code section from which a variance is requested

**Upload Supporting Documentation Here**





Application is Application is not

APPLICANT RESPONSES TO SECTION 38-7.1

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.:

Our property is the last on the West side of Watercrest Rd. that ends at the cul-de-sac. The property is rectangular and is naturally terraced and sloped towards the back, ending at a creek to the West. When clearing and grading for our homesite, we had to choose a location that was in an area that was as flat as possible, that would allow for the best drainage of rainwater, would be aesthetically pleasing, and would preserve as much of the natural woods as possible. We made the location selection for where we want the house to go based on our HOA restrictions. In the document "DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS, COVENANTS, AGREEMENTS, LIENS, AND CHARGES OF PENINSULA POINTE NORTH" that was filed with the Oconee County Register of Deeds on October 2nd, 2014, it states "With regard to setback lines, no dwelling or other building shall be constructed closer than 10 feet from any interior (SIDE) lot boundary line, 25 feet from the front (ROAD) lot boundary line...". With this in mind, we ensured that we were within the established side boundary lines and that we had at least twenty-five (25) feet from the side of the roadway to the front of the house, which we have. When we had a surveyor come out to the property to pin the house on the lot after significant grading and groundwork, he advised us that we have a county ordinance of fifty (50) feet setback from the center of the roadway, as listed on our plat. We were unaware of this ordinance, which is stricter than our HOA requirements. Because of this, the proposed front of our home (southeast corner of the home) would be forty-four (44) feet from the center of the roadway. For this reason, we are requesting a variance of a minimum of six (6) feet, to keep the proposed location and position of the house the same.

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

Due to our lack of building expertise, lack of assistance from our builder, and getting conflicting information from our HOA, we did not realize or understand that there was a fifty (50) foot setback

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

from the center of the roadway from the county, versus a twenty-five (25) foot setback from the edge of the road, from our HOA.

Without approval of our requested six (6) foot variance, we would need to bring in and compact a significant amount of additional dirt to build up, grade, and clear sloping land, and remove several mature trees on the property. All of this work would cost us additional thousands of dollars, delay our build time further, and clear more of the natural woods that we are trying to preserve.

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.:

Our proposed variance of six (6) feet closer to the roadway will not be a detriment to the community, the neighbors, or the district because the front of the house is still at or farther than twenty-five (25) feet from the edge of the roadway, and the land between the roadway and the front of the house consists of a downward sloping area, as well as a small front yard before reaching the front of the house (South East corner of house). The house also will have a side entry garage on the South side, with the driveway coming in from the south, past the front of the house. Parking would not be a problem with the location of the home. There are no overhead utilities on or around the property or the roadway.

**General Contractor**

ICC 113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code of the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

**Comments**

We hope to obtain the survey with the pinned proposed location of the house on the property within the next week and will present it once received.

OCONEE COUNTYS APPROVAL, PERMITTING, AND/OR INSPECTION(S) OF THIS PROJECT DOES NOT MEAN THAT THE PROJECT IS IN COMPLIANCE WITH ALL APPLICABLE SUBDIVISION AND/OR HOMEOWNERS ASSOCIATION, OR SIMILAR ENTITYS, BUILDING AND LAND USE REQUIREMENTS OR RESTRICTIONS, BY SIGNING BELOW YOU ACKNOWLEDGE THAT COMPLIANCE WITH ANY SUCH STANDARDS IS YOUR RESPONSIBILITY.

**Workflow Reviews Information**

Type	Creation Date	Due Date	Completion Date	Status	Description
Application Check	01/11/2024	01/12/2024	01/24/2024	Approved	
Planning and Zoning Review	01/11/2024	02/27/2024	01/01/1900	Pending	
Review Complete	01/11/2024	01/01/1900	01/01/1900	Pending	

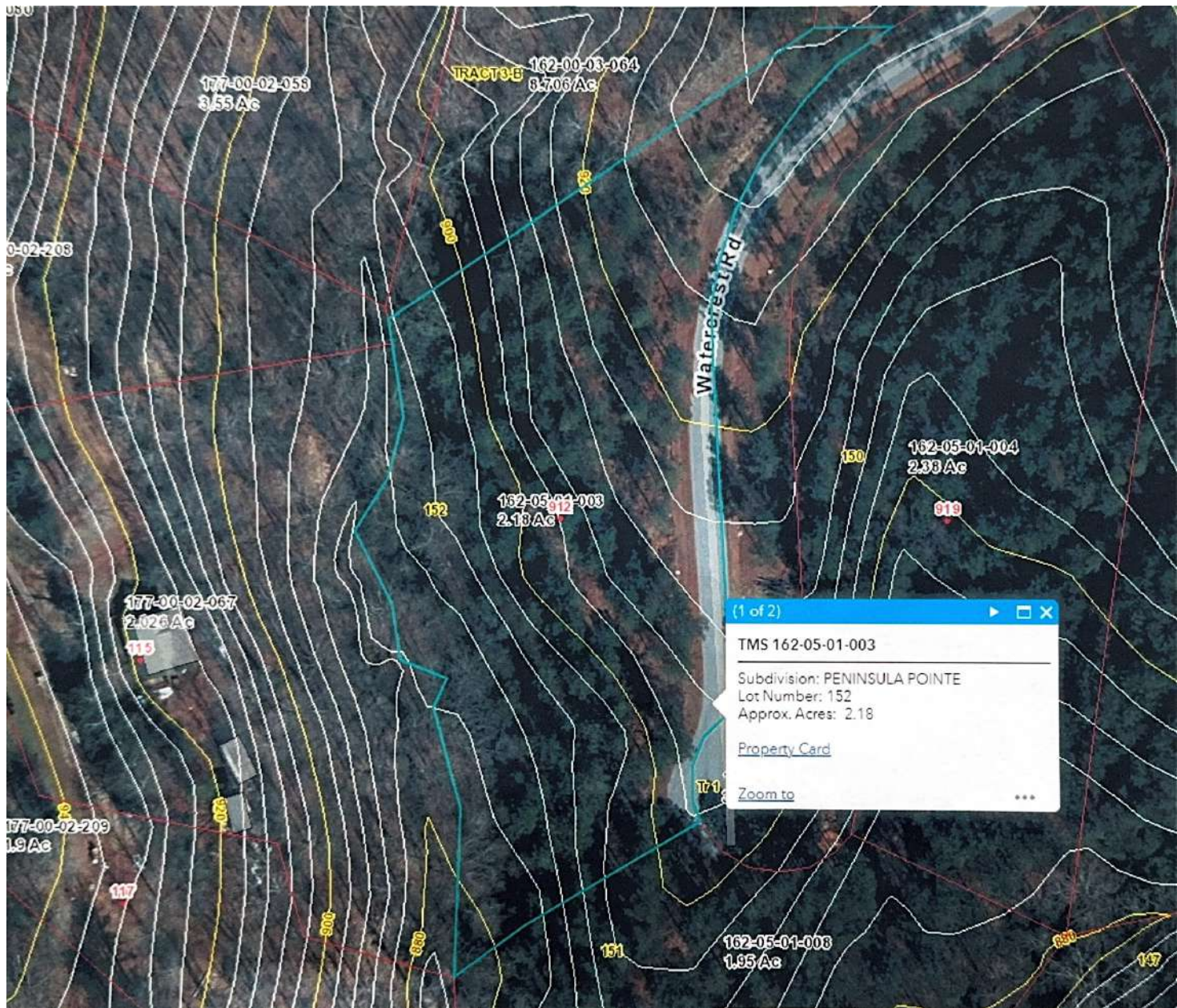
**Inspection Information**

**Activities Information**

Type	Creation Date	Due Date	Completion Date	Status	Description
Online Payment Received	02/19/2024	02/26/2024	02/20/2024	Complete	
Online Payment Received	02/19/2024	02/26/2024	02/20/2024	Complete	

**Documents Information**





177-00-02-255  
3.55 Ac

TRACTOR 162-00-03-064  
6.706 Ac

162-05-01-003  
2.18 Ac

162-05-01-004  
2.33 Ac

177-00-02-067  
2.026 Ac

(1 of 2) [Close] [Maximize] [Refresh]

**TMS 162-05-01-003**

Subdivision: PENINSULA POINTE  
Lot Number: 152  
Approx. Acres: 2.18

[Property Card](#)

[Zoom to](#) ...

162-05-01-008  
1.95 Ac



Doc ID: 004461730016 Type: DEE  
BK 2057 PG 32-47

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS

2014 OCT -2 P 2: 23

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

*2200  
Merrell  
003449*

DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS,  
COVENANTS, AGREEMENTS, LIENS, AND CHARGES OF  
PENINSULA POINTE NORTH

This Declaration made this the 2nd day of October, 2014, by:

CINQUE LAKE NORTH, L.L.C,  
A South Carolina Limited Liability Company,  
Hereinafter termed, "Declarant"

WITNESSETH:

WHEREAS, Declarant is the owner of a certain tract or parcel of land and as is more particularly described by that plat of survey by CBS Survey & Mapping, Inc., dated September 15, 2014, together with any revisions thereto and filed for record on October 2, 2014, in Plat Book B481 Pages 142, records of Oconee County, SC, reference to which is made hereby for incorporation herein; and

WHEREAS, it is the desire and intention of Declarant to sell the above described real property and any property annexed hereto subject to a set of covenants and restrictions and to impose upon it mutual beneficial restrictions, conditions, easements, covenants, agreements, liens, and charges under a general plan or scheme of improvement for the benefit of all the said lands and future owners of said lands;

NOW, THEREFORE, Declarant declares that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges, all of which are declared and agreed to be in furtherance of a plan for subdivision improvements and sale of said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of said real property and every part thereof, all of which shall run with the land, be appurtenant thereto and shall be binding on all parties having acquired any part thereof.

#### I. DEFINITIONS.

The following terms as used in this Declaration and Supplemental Declaration of Restrictions are defined as follows:

- (a) "Articles" means the Articles of Incorporation of the Association.
- (b) "Association" shall mean or refer to Peninsula Pointe North Property Owners Association, Inc.
- (c) "Board" means the Board of Directors of the Association.
- (d) "Bylaws" means the Bylaws of the Association.
- (e) "Declarant" means CINQUE LAKE NORTH, LLC or its successors and/or assigns.
- (f) "Declaration" means this Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens, and Charges, and any amendments thereto.
- (g) "Developer" means CINQUE LAKE NORTH, LLC, or its successors and/or assigns.
- (h) "Development" means all real property situate in Oconee County, South Carolina, in the aforementioned plat of survey and all other property which may be annexed thereto as provided herein.
- (i) "Owner" means any person, firm, corporation, trust or other legal entity, including Developer, who holds title to any lot.
- (j) "Supplemental Declaration" means any Declaration filed for record in Oconee County, South Carolina, subsequent to the filing of record of this document; or in the event of real property being annexed to the Development, the recorded Supplemental Declaration which incorporates the provisions of this Declaration therein by reference. In either event, the Supplemental Declaration shall include a description of the real property in the Development subject to the provisions of this Declaration and shall designate the permitted uses of such property.
- (k) "Improvements" means all buildings, out-buildings, streets, roads, driveways, parking areas, fences and retaining walls and other walls, poles, antennae, and other structures of any type or kind.
- (l) "Lot" means any numbered or unnumbered lot or parcel of land within the Development as shown on a plat of survey recorded by the Developer.

## II. PRINCIPAL USES

This Declaration shall designate the principal uses of lots which are more particularly described on the aforementioned plat of survey, which are made subject to this Declaration. If a use other than that set out herein is designated, the provisions relating to permissible uses may be set forth in a Supplemental Declaration. The provisions for residential use of a lot are set forth below:

### Residential Dwelling

Except as to those areas which may be designated on a plat or otherwise for a common enjoyment and use by all lot owners, lots in the subdivision shall be used for single family dwelling purposes only and shall not be higher than two (2) stories exclusive of basements. Once the single family dwelling has been completed or constructed simultaneously, a guest house may be built and constructed in a complimentary style and material to the main family residence.

### Roof

All roofs must have a minimum pitch of 5/12. Roofing on all buildings shall be either natural slate, wood shake, asphalt or fiberglass shingle with standing seam, coated steel (tin roof) or concrete shingles.

### Minimum Size

The footprint of single story, single-family dwellings and guest houses shall be: 1) Lakefront lots: the minimum will be 1,600 square feet of fully enclosed heated living area on the ground floor; 2) NON-Lakefront Interior lots: the minimum will be 1,200 square feet of fully enclosed heated living area on the ground floor; 3) Guest houses: must contain a minimum of 1,000 square feet for Lakefront lots and 800 square feet for NON-Lakefront Interior Lots. "Living area" as used in this instrument excludes unfinished basements, seasonal porches, breezeways, garage, decks and the like. Necessary parking shall be provided by each individual lot owner in a manner that will not obstruct road traffic.

### Temporary Structures and Vehicles

Except as expressly provided herein, no house trailer, mobile home, modular home, camper, tent, commercial vehicles, travel trailer, and/or other temporary type residence shall be placed or located upon any lot, and no boat, houseboat or watercraft docked or moored upon the waters of Lake Keowee in the immediate vicinity of the property, access to which is provided through or from the property or any other lot in the Development shall be used at anytime as a residence provided. However, an owner or building contractor may reside in a travel trailer as temporary shelter during the period of construction of any

residential dwelling on the lot. Temporary shelter placed and maintained during a period of construction may be utilized for residential purposes and for supervision of the construction project for a period not to exceed 1 year from the date of commencement of construction. Upon completion of construction of a residential dwelling, an owner may park one travel trailer, motor home or camper upon said lot for storage purposes and not for residential purposes.

#### Camping

Camping is allowed on a waterfront lot for a period not to exceed 7 consecutive days no more than twice a year. Upon the expiration of the 7 consecutive day period, the camping apparatus must be removed from the lot. Camping must be with professional equipment and must have proper septic disposal. Failure to remove the camping apparatus will be considered an offensive activity and shall be enforced as provided for in the "No Nuisances" section of this Declaration.

#### Residential Dwellings - Permissible Materials

No cinder block, cement, solite block, vinyl siding, T1-11 or asphalt shingle side, imitation brick and stone roll siding and the like shall be permitted for the finished exterior of any structure except for masonry foundations which must be covered with brick or natural or manufactured stone veneer, or sealed, parged and painted to conceal block joints; however poured foundations with brick simulations shall be acceptable. All garages and other permanent structures, such as storage rooms, retaining walls, etc., shall be built of similar or complimentary materials as the main single family dwelling.

One outside storage building per house that conforms to the standards set forth by the association may be erected.

#### Construction Material Storage

All construction material placed upon any lot shall be assimilated so as to not interfere with the use and enjoyment of adjacent lots. In the event an owner temporarily terminates construction of a residential building on or before the requisite 1 year construction period as herein provided, all small building materials must be stored inside the structure and all large materials must be covered beside and behind the structure during this period of time.

#### Junk Cars and Appliances

No unlicensed, untagged, unused, discarded, inoperable, or salvaged motor vehicle or any part thereof and no unusable or salvaged household appliances, or parts thereof, shall be placed or left anywhere on any lot other than in an enclosed building.

#### No Nuisances

No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood or any resident of the development. All lots shall be kept free of accumulations of brush, trash, junk or other unsightly things and growth of grass above eighteen inches. After fourteen (14) days written notice to the owner, sent to the address contained in the list maintained by the Association, the Association reserves the right of entry for the purpose of clearing away any such violations, assessing the cost thereof against the owner and such assessments shall be enforceable against the owner as other liens herein provided for. The Developer shall not be required to comply with these provisions by anyone until all development work has been completed and the common properties, if any, have been deeded to the Association.

#### Signs

No signs may be placed on any lot except a sign displaying the property address or identification without express written consent from the Declarant or its assigns. Prohibited signage is including but not limited to a sign offering the property for rent or sale.

#### Fences

Only wood fences will be allowed. Said fences shall not exceed 6' feet in height, must be aesthetically pleasing and built in a professional manner, and must be natural colors or earth tones.

#### Refuse Disposal and Containment of Fuel Storage Tanks Trash Receptacles

Owners shall enclose any fuel storage tank on any lot so as to render it invisible from any street, adjoining water, or other common area, if any, within the subdivision.

#### Septic Tanks

Prior to the occupancy of any residence on any lot, a proper and suitable septic tank and accompanying system shall be installed on such parcel for the disposal and treatment of all sewage. No sewage shall be emptied or discharged into any marsh, stream, or ravine, or upon the surface of the ground. No sewage disposal system shall be permitted or used on any lot unless said system is located, constructed and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority, and approval of said system shall be obtained from said authority prior to occupancy of any dwelling on any lot.

#### Maintenance of Lots

It shall be the responsibility of each owner to prevent the development of any unclean, unsightly, or unkempt condition(s) of building or grounds on such lot, which shall tend to substantially decrease the beauty of the neighborhood as a whole or of the specific area. Excavation and landscaping of a lot shall conform to approved practices of the appropriate county or state agency having jurisdiction over such matters.

#### Animals

No livestock, swine, goats, horses, ponies, mules or poultry of any kind shall be raised, bred, or kept on any lot. Dogs and cats and other household pets are permitted so long as they are kept within the lot boundary lines and not raised for commercial purposes, including breeding of household pets.

#### Dangerous Substances

Owner shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Owner shall not do, nor allow anyone else to do, anything affecting and lot (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use or release of Hazardous Substance, creates a condition that adversely affects the value of any lot. The preceding two sentences shall not apply to the presence, use, or storage on the owner's lot of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the lot (including, but not limited to, hazardous substances in consumer products).

#### Lot Subdivision

No lot may be subdivided or re-subdivided once conveyed by the Declarant without the express written consent of the Developer or the Association. The Declarant reserves the right to re-subdivide, re-configure, or enlarge any of its unsold lots or add additional lots to the subdivision by the acquisition of adjacent property; provided however, that any such action by the Declarant is consistent with the existing quality of the community. If two or more adjoining lots are acquired by the same owner, no part or parts of said lots shall be conveyed by said owner unless each lot being conveyed and each lot being retained is in compliance with all of these restrictions and covenants.

Provided however, that an entire lot may be conveyed at the same time to two (2) or more adjoining lot owners, with each of the grantees receiving a portion of the lot, so that the lot so conveyed ceases to exist as a separate lot. Where portions of a lot are conveyed to one or more adjoining lot owners for the purpose of merging such portion of that lot with an existing lot, each portion so conveyed shall not

be deemed a separate lot and building site, but shall be considered an addition to the lot of the acquiring land owner.

#### Setback Restrictions

With regard to setback lines, no dwelling or other building shall be constructed closer than 10 feet from any interior (SIDE) lot boundary line, 25 feet from the front (ROAD) lot boundary line and 60 feet from the 804' contour line. NON-Lakefront Lots (interiors lots) are not subject to the 804' contour line setback and instead will be subject to a setback of 25 feet on the back lot line. Setback restrictions as set forth by Duke Power Company, Crescent Communities or the proper county or state regulating authority, if any, are superior to these restrictions.

#### Duke Power Specific Restrictions

The Developer received title from Crescent Communities, LLC, a subsidiary of Duke Power Company by deed recorded in Deed Book 2036, page 75, records of Oconee County, South Carolina. This deed made specific reference to Exhibit B which contained "General Deed Restrictions" which encumber said property and shall run with title to the property made a part of this document by reference thereto.

#### Duke Power Requirements

No building or any portion of any building (including any stoops, porches, or decks), whether attached or unattached, shall be erected or permitted to remain upon the property of Duke Power Company which lies between the property and the shoreline of Lake Keowee or any portion of any lot or the property nearer than fifty (50) feet from the shoreline of Lake Keowee determined at a water level elevation of 804' above mean sea level, U.S.G.S datum (hereinafter "shoreline"). For purpose of this shoreline setback restriction, any erosion along the shoreline of Lake Keowee occurring after the construction of any building shall not cause such building to be in violation of this fifty-foot (50') shoreline setback. Boat houses, piers and dock facilities are exempt from this shoreline setback restriction provided they comply with all applicable regulations of Duke Power Company and any requirements and regulations of all governmental authorities having jurisdiction over any lot, the property or the property of Duke Power Company. In the event any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to any lot or the property shall prescribe greater setbacks, then all buildings erected during the pendency



of that zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation shall conform to said requirements.

#### Underbrushing and Mature Trees

All trees, shrubs, and ground cover upon the property of Duke Power Company which lies between the property and the shoreline of Lake Keowee or upon any portion of any lot or the property lying within the fifty foot (50') shoreline setback are considered to be protected vegetation in that cutting and clearing generally is not permitted without the prior written consent of Duke Power Company or its designee, as applicable. The practical exceptions to this rule are that dead or diseased trees may be removed, poisonous plants may be removed, underbrush may be selectively cleared, understory may be thinned to provide better views, individual trees may be limbed up and grass or ground covers may be planted.

"Mature trees" upon the adjoining property of Duke Power Company or upon the property of any lot within the fifty foot (50') shoreline setback may not be cut down or otherwise removed without the specific written approval of Crescent, or its designee, or Duke Power Company, as applicable. "Mature trees" for purposes of this declaration shall mean all evergreen or deciduous trees with a caliper of six inches (6") or greater, measured at a height of three feet above ground level.

Furthermore, in the event trees, shrubs, or ground covers are removed from the property or any lot outside the shoreline setback in connection with the improvement of any lot or the property, at least fifty percent (50%) of the area cleared of such vegetation (excluding built-upon area) shall be replaced with grass or other vegetative cover shall be maintained by the owner of the lot or the property.

#### Common Areas

All lot owners of Peninsula Pointe North will have access to common areas that have been or will be constructed. Common areas will be subject to the Rules and Regulations established by the Association.

### III. RIGHTS-OF-WAY AND EASEMENTS

The Declarant reserves unto itself, its successors, and assigns a perpetual, alienable, releasable, and non-exclusive road and utility right-of-way for purposes of ingress, egress, regress and utilities over,

on, and across all roadways, whether existing or not, shown on any recorded plat of said subdivision for the benefit of properties now owned or hereafter acquired by Declarant. Declarant further reserves the right to grant said right-of-way unto additional properties owned by third parties in its sole discretion. Unless otherwise shown on a conveyance or plat, said road and utility right-of-way shall be 50 feet in width, 25 feet on either side of the centerline of the roadway.

Said road and utility rights-of-way are for the benefit, use and enjoyment of the owners and their heirs, successors, and assigns, and every conveyance of the lands herein restricted shall be deemed to be subject to said easements while conveying to the Grantee under said conveyance a similar right appurtenant to his lands to the benefit, use, and enjoyment of said easements in common with the undersigned Declarant, its successors, and assigns, said road and utility right-of-way and easement to provide access to the State or County maintained road.

#### IV. PROPERTY OWNERS ASSOCIATION

##### Membership Covenant

All owners of lots in this subdivision shall become members of the Association upon the execution, delivery, and recordation of a deed of conveyance of title to any lot or lots at the office of the Register of Deeds of Oconee County.

Owners of lots subject to these covenants and restrictions shall maintain one (1) membership interest per lot. All lot owners shall abide by the Bylaws of the Association, as may be amended from time to time, and further agree to pay to the Association all assessments as hereinafter set forth.

##### Assessments

###### SECTION ONE

Purpose for Assessments. The Developer and its successors in interest, including the Association as herein provided shall, pursuant to these Declarations, have the power to levy assessments as herein provided for the purpose of financing the operations of the Association and maintaining roads, common areas and other improvements for services within or for the benefit lots, including roads and/or utility easements of the subdivision in accordance with the formula herein set forth.

###### SECTION TWO

Creation of Lien and Personal Obligation for Assessments. Each lot is and shall be subject to a lien and permanent charge in favor of the Developer, or the Association in the event of transfer by the Developer to the Association of any or all rights and responsibilities it has under and pursuant to the terms of this indenture, for the annual and special assessments set forth in Section Three and Four of this Article IV. Each assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the lot or lots against which it relates and

shall also be the joint and several personal obligation of each lot owner at the time the assessment becomes due and payable and upon such owner's successor in title if unpaid on the date of the conveyance of the lot. Each and every owner covenants to pay such amounts to the Developer or Association, as assignee of any and all rights and responsibilities of Developer, when the same shall become due and payable. The purchaser of a lot at a judicial, delinquent tax or foreclosure sale shall be liable only for the assessments due and payable after the date of such sale.

### SECTION THREE

Annual Road and Transfer Assessments. No later than December 1 of each calendar year, the Developer or the Association, as assignee of any and all rights and responsibilities of Developer, shall establish the annual assessments based upon the following considerations: (1) the cash reserve, if any, on account with a lending institution as created for the benefit of the lots of the subdivision; (2) the expenditures devoted to the benefit of the subdivision lots during the immediately preceding twelve (12) month period; and (3) the projected annual rate of inflation for the forthcoming year foreseeable for the county in which the land subject hereto is situate as determined by review of information available to any person, firm, or corporation by any governmental agency, lending institution or private enterprise which provides such statistical data upon request; provided that in any event the minimum annual assessment for 2014 on each lot shall be \$400.00 Dollars. In the event a lot owner desires to construct a residence on his or her lot, if road damage due to construction occurs the lot owner will be responsible for restoring the road to its original condition. In addition to the annual assessment there will be an annual Road Maintenance Assessment of \$100.00. Once a lot owner has constructed a residence on the property, the Road Maintenance Assessment for such improved lot shall be \$200.00 per year. In addition to the assessments stated herein above, upon a purchase of a lot whether from the Declarant or subsequent lot owner, the purchaser of the lot shall pay a road impact fee of \$500.00. This fee will not be prorated. Provided, however, a conveyance by a lot owner, to a family trust, life estate deed or other legal entity controlled by the lot owner is exempt from this road impact fee.

No more than two (2) contiguous lots may be consolidated by a lot owner into one home site for purposes of assessment. Notwithstanding anything to the contrary contained in the foregoing or elsewhere in this Declaration, Declarant/Developer shall be exempt from all assessments relating to any lot or tract owned by Declarant/Developer.

Developer, or the Association as assignee of the Developer as herein provided, shall give written notice to each the owner of each lot by mail to the address on file, the annual assessment fixed against each respective lot for such immediately succeeding calendar year. Lot owners are obligated to provide a current mailing address to the Developer/Association.

The annual assessments levied by the Developer or Association shall be collected and held by the Developer as herein provided or the Treasurer of the Association, as assignee of the Developer, as provided in Section Five of this Article IV.

The annual assessments shall not be used to pay for the following expenses.

- (a) Casualty insurance of individual owners for their lots and improvements thereon or for their possessions within any improvement thereon, or any liability insurance of such owner insuring themselves and their families individually, which insurance coverage shall be the sole responsibility of the owner(s);
- (b) Telephone, gas, sewer, cable television, or electrical utility charges for each lot which expense shall be the sole responsibility of each respective lot owner; and
- (c) Ad valorem taxes for any lot, improvement thereon, or personal property owned by Developer or owner of any lot.

#### SECTION FOUR

Special Assessments. In addition to annual assessments, the Developer, or the Association as assignee of the Developer as herein provided, may levy in any calendar year, special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay expenses and for the purpose of defraying in whole or in part the cost of any construction or reconstruction, removal of any nuisance, repair or replacement of improvements on any lot or common area or appurtenances thereto; provided, however, that any such special assessment by the Association shall have the assent of the majority of the votes represented, in person or proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such expenditure(s), written notice of which shall be sent to all lot owners not less than ten (10) days nor more than sixty (60) days in advance of such meeting, which notice shall set forth the purpose of the meeting. Any special assessments shall be fixed against the specific lot or lots for which expenditure is appropriated. The period of the assessment and mater of payment shall be determined by the Developer or the Board of Directors of the Association, as assignee of the Developer.

#### SECTION FIVE

Date of Commencement of Annual Assessments - Due Dates. Assessments are due in annual installments on or before January 1 of each calendar year, or in such other reasonable manner as the Developer or the Board of Directors of the Association, as assignee of the Developer, by and through its Treasurer shall designate.

The annual assessment(s) provided for in this Article IV shall, as to each lot, commence upon either the execution and delivery of or the recordation of a deed of conveyance, whichever in time first occurs ("commencement date".)

The first annual installment for each such lot shall be an amount (rounding the sum to the nearest whole dollar) equal to the annual payment by the number of days in the current annual payment period divided by the number of days in the current annual payment period and multiplied by the number of days then remaining in such annual payment period.

The Developer, or the Association as assignee of Developer, by its Treasurer, shall upon demand at any time, furnish any lot owner liable for any such assessment a certificate in writing setting forth whether the same has been paid. A reasonable charge may be made for the issuance of any certificate. Such certificate shall be conclusive evidence of any payment of any assessment therein stated to have been paid.

#### SECTION SIX

Effect of Non-payment of Assessments, the Personal Obligation of the Owner, the Lien, Remedies of Developer and/or its Assignees, including the Association. If an assessment is not paid on the date when due as hereinabove provided, then such assessment, together with any interest thereon and any cost of collection, including attorney fees as hereinafter provided, shall be a charge and continuing lien on the respective lot to which it relates and shall bind such property in the hands of the owner, his heirs, legal representatives, successors, and assigns for payment thereof. The personal obligation of the then owner to pay such assessment and related costs shall remain his personal obligation and if his successor in title assumes this personal obligation, such prior owner shall nevertheless remain as fully obligated as before to pay the Developer or the Association, as its assignee, any and all amounts which said lot owner was obligated to pay immediately preceding the transfer of title thereto; and such prior lot owner and his successor in title who may assume such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such lot owner and his successor in title creating the relationship of principal and surety as between themselves other than one by virtue of which such prior lot owner and his successor in title would be jointly and severally liable to make any lot assessment payment.

Any such assessment not paid by the 15th day of March as herein set forth within which such assessment is due, shall bear interest at the rate of eight (8%) percent per annum from such date (delinquency date) and shall be payable in addition to the basic assessment amount then due and payable.

The Developer or its assigns, including the Association, may institute legal action against any owner personally obligated to pay any assessment or foreclose its lien against any lot to which it relates or pursue either such course at the same time or successively. In such event the Developer or its assigns, including the Association, shall be entitled to recover reasonable attorney's fees actually and any and all other costs of collection, including, but not limited to, court costs.

The acceptance by an owner of a deed or other conveyance for a lot in the subdivision, vests the Developer or its assigns, including the Association as herein provided, the right and power to institute all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in appropriate proceeding at law or in equity.

The Developer and its assigns, including the Association as herein provided, shall have the power to bid on any lot at any foreclosure sale and to require, hold, lease, mortgage, and convey any lot purchased in connection therewith.

No owner shall be relieved from liability from any assessment provided for herein by abandonment of his lot or lots.

#### SECTION SEVEN

Subordination of the Charges and Liens to Mortgages Secured by Promissory Notes. The lien and permanent charge for the annual and any special assessment together with interest thereon and any costs of collection) authorized herein with respect to any lot is hereby made subordinate to the lien of any mortgage placed on any lot if, but only if, all assessments with respect to any such lot having a due date on or prior to the date of such mortgage is filed for record have been paid in full. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such lien of mortgage is filed for record prior to the satisfaction, cancellation or foreclosure of such lien mortgage or sale or transfer of any mortgaged lot pursuant to any proceeding in lieu of foreclosure or the sale under power contained in any mortgage.

- (a) Such subordination procedure is merely a subordination and not to relieve any lot owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is a lot owner; shall not relieve such property from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished as a result of such subordination or against the beneficiary of the lien of a mortgage or his assigns or transferees by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by power of sale); and no sale or transfer for such property to the beneficiary of the lien of any mortgage or to any other person pursuant to a foreclosure sale, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous owner of such lot of any personal obligation, or relieve any subsequent lot owner from liability for any assessment coming due after such sale or transfer of title to a subdivision lot.
- (b) Notwithstanding the foregoing provision, the Developer or its assigns, including the Association as herein provided may, in writing at any time, whether before or after any lien of mortgage is placed upon a subdivision lot, waive, relinquish or quitclaim in whole or in part the right of Developer or its assigns, including the Association as herein provided, to any assessment provided for hereunder with respect to such lot coming due during the period while such property is or may be held by any beneficiary of the lien of any mortgage pursuant to the said sale or transfer.

#### SECTION EIGHT

Exempt Property. Each lot shall be exempt from the assessments created in this Article IV until execution and delivery of a deed from the Developer, its successors and/or assigns in interest, to an owner, making the lot conveyed subject to these Declarations.

Except as expressly provided in this Section Eight, no lot shall be exempt from assessments.

V. REMEDIES FOR VIOLATIONS, AMENDMENTS  
TERMS, AND MISCELLANEOUS PROVISIONS

Enforcement

These Covenants, Restrictions, Easements, Reservations, Terms, and Conditions shall run with the land and shall be binding on all parties and all persons claiming under them.

Enforcement of these Covenants, Restrictions, Easements, Reservations, Terms, and Conditions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Either the undersigned Developer, the Association or any successor in title to the undersigned Developer, or any owner of any property affected hereby may institute such proceedings.

Amendment

These Covenants, Restrictions, Easements, Reservations, Terms and Conditions may be altered, amended, or repealed at any time by filing in the office of the Register of Deeds of Oconee County, South Carolina, an instrument setting forth such annulment, amendment or modification, executed by either the Developer or its assigns and/or successors in interest any time during which it owns of record lots in the Development subject to this Declaration or Declarant is an owner of adjacent properties which it intends or has intention to subdivide or, in the alternative, by the owner or owners of record as set forth on the records in the office of the Register of Deeds of Oconee County, South Carolina at any time of the filing of such instruments by consent in writing of owner(s) of seventy-five (75%) percent of the lots subject to these restrictions.

Invalidation

Invalidation of any one of the provisions of this instrument by a Judgment or Order of a court of competent jurisdiction shall in no wise affect the validity of any of the other provisions, which shall remain in full force and effect.

Developer's Obligation(s)

In this instrument, certain easements and reservations of rights have been made in favor of the undersigned Developer. It is not the intention of the undersigned Developer in making these reservations and easements to create any positive obligations on the undersigned Developer insofar as building or maintaining roads, water systems, sewage systems, furnishing garbage disposal, beginning and prosecuting a lawsuit to enforce the provisions of this instrument, or of removing people, animals, plants, or things that become offensive and violate this instrument. Where a positive obligation is not specifically set forth herein, none shall be interpreted as existing as it relates to the Developer.

#### Term

The provisions of this Declaration shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are filed for record at the office of the Register of Deeds of Oconee County, South Carolina at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless prior to the beginning of such ten (10) year period an instrument signed by the then owner(s) of seventy-five (75%) percent of the lots subject to this Declaration agreeing to terminate, amend, or modify these Restrictions shall have been recorded in the office of the Register of Deeds of Oconee County, South Carolina.

#### Governmental Regulations

The property herein described and lots subdivided therefrom, in addition to being subject to this Declaration, are conveyed subject to all present and future rules, regulations, and resolutions of the County of Oconee, State of South Carolina, if any, relative to zoning and the construction and erection of any buildings or other improvements thereon.

#### Notices

Any notice required to be sent to any member or owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner of record(s) of the Association at the time of such mailing. It is the responsibility of the lot owner to notify the Developer/Association of any address change.

#### Assignment

The Developer may assign any and all rights and responsibilities it has under the terms of this Declaration to Association.

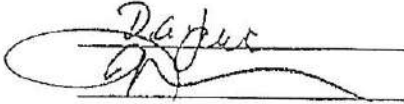
#### Supplemental Declarations and Annexation

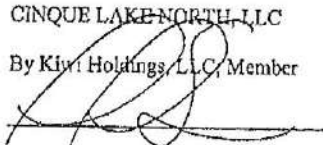
Developer reserves the right to annex additional properties to the terms and conditions of these restrictions by the recordation of a Supplemental Declaration subjecting said properties to these Declarations.



IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

WITNESSED BY:



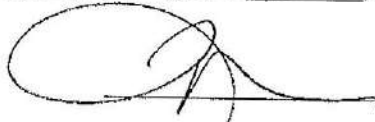
CINQUE LAKE NORTH, LLC  
By Kiwi Holdings, LLC, Member  
  
John J. Snow, III, Manager

STATE OF SOUTH CAROLINA     )  
COUNTY OF OCONEE            )

ACKNOWLEDGMENT

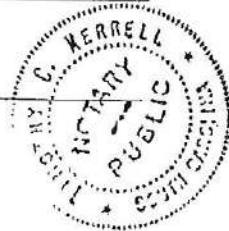
I the undersigned Notary Public for the State of South Carolina, do hereby certify that John M. Snow, III, Manager of Kiwi Holdings, LLC the member of Cinque Lake North, LLC, a South Carolina Limited Liability Company, personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 2<sup>nd</sup> day of October, 2014.



Notary Public

My Commission Expires: 4/8/19



# Freedom of Information Act - Variance Application

## Permitting Information

Code section from which a variance is requested      Section 38-11.1  
 Application is

**Upload Supporting Documentation Here**   
 Application is not      JF

**APPLICANT RESPONSES TO SECTION 38-7.1**

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.:

The subject property is too steep to access the buffer area from the road with machinery required to place the required 4" cal. shade trees.

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

The required trees are part of the vegetation mitigation plan outlined in Section 38-11.1, which was due to disturbance in the buffer area when a tram required for lake access was installed.

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 required 4" caliper trees have root balls 42" across and weigh between 1.5k-2k lbs. Machinery required to place this size is unable to access the buffer area from the road. Barge companies are booked out six months, pushing a lake-side installation into mid-summer, which along with repeated/excessive handling, would doom trees of that size to failure. A barge would require the dock be moved for the work, and the installation of such large material would cause more disturbance to the site than the original disturbance that required the mitigation plan.

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.:

The proposed 30 gal (14' tall, >2" cal.) trees could be placed and installed by hand, reducing disturbance to the site, and in a timeline that provides the best opportunity for their survival.

**General Contractor**

The proposed trees will achieve the reforested visual effect sought by the vegetaion mitigation plan. It will not negatively impact the views from surrounding properties or Lake Keowee.

ICC 113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code of the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

Bluestem Landscape Design Llc

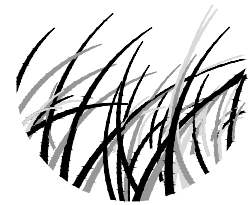
Comments

Given the restricted access on this very steep property, the proposed substitution will provide better long term results than what the code requires.

OCONEE COUNTYS APPROVAL, PERMITTING, AND/OR INSPECTION(S) OF THIS PROJECT DOES NOT MEAN THAT THE PROJECT IS IN COMPLIANCE WITH ALL APPLICABLE SUBDIVISION AND/OR HOMEOWNERS ASSOCIATION, OR SIMILAR ENTITYS, BUILDING AND LAND USE REQUIREMENTS OR RESTRICTIONS, BY SIGNING BELOW YOU ACKNOWLEDGE THAT COMPLIANCE WITH ANY SUCH STANDARDS IS YOUR RESPONSIBILITY.

### Workflow Reviews Information

Type	Creation Date	Due Date	Completion Date	Status	Description
Application Check	01/12/2024	01/13/2024	01/24/2024	Approved	
Planning and Zoning Review	01/12/2024	02/27/2024	01/01/1900	Pending	



**bluestem**

LANDSCAPE DESIGN LLC

Jon Fritz  
Landscape Designer  
bluestemlandscapedesign@gmail.com  
864.630.1875

# SANDERS RESIDENCE

LOT 33- SHOOTING TREE WAY  
THE CLIFFS AT KEOWEE FALLS SOUTH, SALEM, SC  
**BUFFER LANDSCAPE PLAN**

November 7, 2023

**\*\*PLANTINGS SHOWN IN DUKE PROJECT BOUNDARY ARE AS PER JACK HUDISH MITIGATION REQUIREMENTS\*\***

**\*\*PLANTINGS SHOWN ABOVE 804 CONTOUR ARE AS PER CLIFFS FALLS SOUTH ARB SCREENING REQUIREMENTS\*\***

TOTAL DISTURBANCE AREA IN BUFFER: 915 SF

## PLANT SCHEDULE

QTY	BOTANICAL NAME	COMMON NAME	CONT	
<b>SHADE TREES</b>				
3	Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	4" Cal.	
2	Quercus alba	White Oak	2" Cal.	
1	Quercus rubra	Red Oak	2" Cal.	
<b>SHRUBS</b>				
4	Cornus amomum	Silky Dogwood	3 gal.	
7	Illicium floridanum	Florida Anise	3 gal.	
16	Illicium parviflorum	Anise Shrub	3 gal.	
3	Rhododendron calendulaceum	Flame Azalea	3 gal.	
3	Vaccinium virgatum	Rabbiteye Blueberry	3 gal.	
<b>MEDIUM EVERGREEN SHRUBS</b>				
6	Morella cerifera	Wax Myrtle	3 gal.	
QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
<b>GROUND COVERS</b>				
12	Mitchella repens	Partridge Berry	4"	18" o.c.

