



# MEMORANDUM

## ANDERSON COUNTY DEVELOPMENT STANDARDS

**DATE:** December 7, 2020

**TO:** Land Use and Zoning Board of Appeals Members

**FROM:** Alesia Hunter

**SUBJECT:** December 14, 2020 Meeting

The Anderson County Land Use and Zoning Board of Appeals is scheduled to hold its next meeting on Monday, December 14, 2020 at 5:30 PM at the Civic Center, 3027 Martin Luther King Jr Blvd, Anderson, SC 29625.

The meeting agenda and packet are attached for your review.

Please email [bdmcabee@andersoncountysc.org](mailto:bdmcabee@andersoncountysc.org) or call 864-260-4719 to inform staff whether or not you will be in attendance. This ensures a quorum prior to arrival. Thank you.

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns** | County Administrator  
[rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)

# **A G E N D A**

## **ANDERSON COUNTY LAND USE AND ZONING BOARD OF APPEALS MEETING**

**Monday, December 14, 2020**

**5:30 PM**

**Civic Center**

**3027 Martin Luther King Jr Blvd.**

**Anderson, South Carolina**

- 1.) Call to Order: Mr. Hubert McClure, Chairman
- 2.) Invocation: Mr. Hubert McClure
- 3.) Approval of Minutes: Meeting held on November 23, 2020
- 4.) PUBLIC HEARING:
  - (A) Variance application - request to allow reduction of side yard setback from 10' to 6.9' to allow construction of single family residence.
- 5.) Old Business:
- 6.) New Business:
  - (A) Election of Officers at the January meeting.
  - (B) Next Meeting January 14, 2020
- 7.) Adjournment.

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

ANDERSON COUNTY  
LAND USE BOARD OF ZONING APPEALS  
NOVEMBER 23, 2020

PRESENT:

HUBERT MCCLURE, CHAIRMAN  
ALLEN ASHLEY  
DAN HARVELL  
JOHN FARR

ALSO PRESENT:  
ALESIA HUNTER  
BRITTANY MCABEE  
TIM CARTEE  
HENRY COPELAND

1 HUBERT MCCLURE: We're going to go  
2 ahead and call this meeting to order. It is 5:30. I  
3 want to open up with the invocation. Let us pray.

4 **INVOCATION BY HUBERT MCCLURE**

5 HUBERT MCCLURE: Approval of the  
6 minutes. I'd like to go on record, my name is not  
7 Harold. So please make those adjustments. I'm not  
8 Harold. Somebody explain to me why they say Harold.  
9 Is that the voice diction or what? That's all right.  
10 I thought it was like sometimes on voice diction you  
11 say a word and something else pops up. I thought that  
12 was it. I'm not Harold. That's some other McClure  
13 fellow.

14 All right. Next is variance request. And this is  
15 297 Pine Circle in Townville.

16 BRITTANY MCABEE: Yes. So this is a  
17 variance request for 297 Pine Circle in Townville. The  
18 applicants and owner of the property is William and  
19 Renee McCrary. The location is, of course, 297 Pine  
20 Circle located in Council District 4. It is a .27 acre  
21 corner lot. The property is unzoned and is used for  
22 residential.

23 The requested variance is a reduction of the front  
24 setback requirements from thirty feet to fifteen feet  
25 from the right-of-way of Pine Circle to allow the  
26 placement of a double wide manufactured home.

27 Findings of fact is under Chapter 50, the required  
28 front setback shall be thirty feet from any right-of-  
29 way. This is the application of the septic tank notice  
30 that the septic tank does take up half the property.  
31 This is a survey of the property showing the corner lot  
32 and the dimensions. This is a photo of the property,  
33 as well as this -- the aerial of the property.

34 Staff recommends approval with the following  
35 conditions: The setback of thirty feet applies to two  
36 sides of the parcel as it is a corner lot. The lot is  
37 an existing non-conforming lot of approximately eleven  
38 thousand seven hundred square feet. Lots in unzoned  
39 areas with septic tanks access shall be no less than  
40 twenty-five thousand square feet. The septic tank and  
41 drain field requires approximately half of the lot.  
42 The manufactured home meets the side and rear setbacks  
43 of five feet and does not cause detriment to adjoining  
44 properties. If approved, the applicant will be  
45 required to obtain a residential compliance letter from  
46 Development Standards and a building permit from  
47 Building and Codes.

48 This concludes the staff report.

49 HUBERT MCCLURE: Thank you, staff.  
50 At this time I'd like to open up the public hearing for

1 anyone here speaking against Ms. Renee McCrary.  
2 Anybody speaking against? Okay. So I'll close the  
3 public hearing and we will send all questions to staff  
4 and Ms. McCrary if she is here. Is Ms. McCrary here?  
5 Okay. Anybody here got any questions for staff or Ms.  
6 McCrary at this time?

7 What's the feeling of the board?

8 ALLEN ASHLEY: Move to approve.

9 HUBERT MCCLURE: Mr. Ashley makes a  
10 motion to approve.

11 DAN HARVELL: Second.

12 HUBERT MCCLURE: Second. All those  
13 in favor. And that's four and zero.

14 Next on the agenda is Bern Circle. Staff report.

15 BRITTANY MCABEE: This is a variance  
16 request to reduce the side yard setback at 1106 Bern  
17 Circle in Anderson. The applicant and property owner  
18 is Brian Chastain. It is, of course, located at 1106  
19 Bern Circle in Council District 5. It is lot 24 of  
20 Cloverdale subdivision, approximately .89 acres. It's  
21 unzoned and residential.

22 Applicant is requesting a variance reduction of  
23 five yard setback requirements from ten feet to 6.9  
24 feet to allow placement of a detached garage. Under  
25 Chapter 38, the required side yard setback for unzoned  
26 property shall be no less than ten feet for accessory  
27 buildings of six hundred square feet or more. This is  
28 a survey of the property showing how close the shed is  
29 to the side property line. This is an aerial showing a  
30 non-conforming accessory building within the location,  
31 same subdivision of the applicant's location. This is  
32 another non-conforming accessory building. And this is  
33 another -- this is actually the location of the  
34 property.

35 Staff makes -- this information is provided for  
36 the benefit of the members of the Land Use and Zoning  
37 Board of Appeals in order to make clear the conditions  
38 that preceded this request to correct the side yard  
39 encroachment.

40 Staff makes no recommendation. The detached  
41 garage was constructed without obtaining a permit. The  
42 request to obtain electricity for the building has  
43 prompted the need for a variance. The detached garage  
44 is placed on the concrete driveway for easy access. At  
45 least four accessory buildings on Bern Circle do not  
46 meet the required setbacks. The building has been on  
47 the property since 2018. The board must determine if  
48 this encroachment can be remedied by the board's  
49 action. If approved, the applicant will be required to  
50 obtain a residential compliance letter from Development

1 Standards and a building permit from Building and  
2 Codes.

3 This concludes the staff report.

4 HUBERT MCCLURE: Thank you, staff.  
5 At this time, again, I will open up for public hearing  
6 for anyone speaking against Mr. Chastain. Anyone  
7 speaking against? Okay. At this time I close the  
8 public hearing and reserve questions or comments for  
9 Mr. Chastain from staff or the committee at that time,  
10 or the board. Anybody have any questions for staff or  
11 Mr. Chastain at this time?

12 Okay. Go ahead. Are you for or against?

13 BRIAN CHASTAIN: I'm for. I'm the  
14 owner.

15 HUBERT MCCLURE: Oh, okay.

16 BRIAN CHASTAIN: I'd just like to  
17 say that this is my first home that I've ever bought.  
18 If I knew there was a setback, I would have been in  
19 compliance the whole time. That's not maybe a good  
20 excuse for you to hear, but that's the only one I've  
21 got.

22 HUBERT MCCLURE: We hear it a lot.

23 BRIAN CHASTAIN: Well, you can check  
24 my record. This is the only house I've ever bought.  
25 So if I had know it, I would have been in compliance.

26 HUBERT MCCLURE: Okay. Anybody else  
27 got any comments?

28 DAN HARVELL: Mr. Chairman,  
29 motion to approve.

30 HUBERT MCCLURE: We have a motion to  
31 approve.

32 ALLEN ASHLEY: Second.

33 HUBERT MCCLURE: Second. All those  
34 in favor. And it's four and zero.

35 Next on the agenda is Broyles Landing, 110 Broyles  
36 Landing, Townville.

37 BRITTANY MCABEE: So this is a  
38 variance request to reduce the front setback from  
39 twenty feet to 9.8 feet. The applicant and the owner  
40 of the property is -- well, the applicant is Graham  
41 Hall and the owner of the property is Charles Hall.  
42 It's located at 110 Broyles Landing in Townville,  
43 District -- County Council District 4. It is 1.01  
44 acres on the corner of Broyles Landing. It is unzoned.  
45 And the current land use is a commercial storage  
46 facility. The applicant is requesting a variance to  
47 reduce the front yard setback from the required twenty  
48 feet to nine feet eight inches to accommodate the  
49 addition of a commercial boat storage building.

50 The findings of fact is under Chapter 38, the

1 required front setback on a local road shall be twenty  
 2 feet from the right-of-way. This is a site plan of  
 3 where the addition would go. It is in the upper  
 4 lefthand corner you can see that one boat storage  
 5 facility kind of encroaches on that setback. This is a  
 6 photo of the property showing the conditions that  
 7 separate the proposed location of the boat storage from  
 8 the road. This is, of course, an aerial.

9 Staff recommends approval with the following  
 10 conditions: The location of the building is to provide  
 11 a safe turning radius for boat trailers. The placement  
 12 of the storage will not cause a detriment on the road  
 13 right-of-way because the potential building is  
 14 approximately four feet higher from the road and a  
 15 chain-link fence is located between the proposed  
 16 building and right-of-way. The proposed addition will  
 17 not cause detriment to other properties as adjacent  
 18 property has a privacy fence and the property across  
 19 the road is vacant. If approved, the applicant will be  
 20 required to obtain a land use permit from Development  
 21 Standards and a building permit from Building and  
 22 Codes.

23 This concludes the staff report.

24 HUBERT MCCLURE: I have a staff  
 25 question right quick, just for the record. Why was the  
 26 -- I guess they were grandfathered in, the two -- the  
 27 one building on the left side that seems to encroach,  
 28 was that before zoning or before the -- how long has it  
 29 been there?

30 BRITTANY MCABEE: I couldn't answer  
 31 that. Possibly the property owner could. I will say  
 32 that our aerials are not exactly the most exact so it  
 33 could be according to the setbacks or it may not.

34 HUBERT MCCLURE: Okay. I was just  
 35 asking. No big deal.

36 Okay. Anyone speaking -- oh, thank you, staff.

37 At this time I open up the public hearing for  
 38 anyone speaking against 110 Broyles Landing. Anyone  
 39 speaking against? Okay. We'll close the public  
 40 hearing and see if there's any questions for staff or  
 41 the applicants. That would be Mr. Graham Hall. If  
 42 there's any questions from the board, anything from the  
 43 board?

44 ALLEN ASHLEY: Motion we approve.

45 HUBERT MCCLURE: We have a motion to  
 46 approve by Mr. Ashley.

47 DAN HARVELL: Second.

48 HUBERT MCCLURE: Second by Mr.  
 49 Harvell. All those in favor show by the uplifted hand.  
 50 And four and zero.

1           Next on the agenda is Ingles, and that's going to  
2 be in Piedmont.

3           TIM CARTEE:                                 Thank you, Mr.  
4 Chairman. This is an Ingles Market in Powdersville  
5 area on Highway 81 North and I'll call it Anderson  
6 Road. They're requesting a variance for a parking  
7 reduction. It's approximately 9.97 acres ---

8           ALESIA HUNTER:                             We can't hear you,  
9 Mr. Cartee.

10          TIM CARTEE:                                 It's in District 6.  
11 The property is unzoned and the land use is  
12 supermarket-auto service station, self service,  
13 restaurant and retail. The requested variance, they're  
14 asking for a parking reduction based on 38-215, joint  
15 use of all street parking, which is in our ordinance,  
16 considering the varying peak hours of existing and  
17 proposed businesses. They provided a parking analysis  
18 in your packet. And it requires three hundred and  
19 sixteen parking spaces. The proposed new addition will  
20 require seventy-four parking, which would be a total of  
21 three hundred ninety parking spaces. And the study  
22 indicates only three hundred and eleven parking spaces  
23 would be needed based on the study and section 38-215.

24          The existing and proposed businesses that share  
25 this joint parking lot will vary in operation hours.  
26 Supermarket will open around seven and the restaurant  
27 around approximately six. Hold on one second. I  
28 apologize. Electronic flaked out on me. The  
29 supermarket around seven. Six p.m. for the restaurants  
30 -- I mean six a.m. I'm sorry. And the retail stores  
31 may open around ten and close at different times in the  
32 evenings. The hours will vary throughout the day which  
33 will allow up to a fifty percent reduction in parking  
34 based on the section 38-215.

35          Finding of facts for joint use of off-street  
36 parking is up to fifty percent of the parking spaces  
37 required for theaters parking, supermarkets,  
38 restaurants and any buildings that are similar do  
39 qualify up to the joint parking. Here you'll see the  
40 Ingles. Next slide. This is the proposed section here  
41 on the left top corner for the two retails. One is a  
42 bigger box -- I'm really not sure if it's a box store,  
43 but it's a larger building and three smaller ones.  
44 This is your TMS number and map and this is your area  
45 for the Ingles showing the big green space on the left  
46 side showing where the proposal is.

47          Staff recommends approval with the following  
48 reasons. The parking restricts the allowable square  
49 footage for the business to ninety thousand two hundred  
50 and eighty-five square feet based on the proposed

1 parking, which would prohibit approximately twenty  
2 thousand five hundred and thirty-two square feet of the  
3 proposed development without the park reduction based  
4 on 38-215 joint use of street parking lots. The  
5 parking analysis indicates that it will meet the  
6 requirements for section 38-215. And this request is  
7 in line and in the spirit of the intent of the  
8 ordinance to grant a variance when a hardship exists.  
9 And the board has granted variances similar to this in  
10 the past.

11 That's all I have, Mr. Chairman.

12 HUBERT MCCLURE: Thank you, staff.

13 At this time I'll open up the public hearing for  
14 anyone speaking against the Ingles parking spaces.  
15 Anyone speaking against? Okay. At this time I'll  
16 close the public hearing and reserve questions for  
17 staff or Ingles representatives. What's the feeling of  
18 the board, if there's any questions or comments.

19 JOHN FARR: I move to approve.

20 HUBERT MCCLURE: Okay. Mr. Farr

21 makes a motion to approve. Do we have a second?

22 ALLEN ASHLEY: Yeah.

23 HUBERT MCCLURE: Who ---

24 ALLEN ASHLEY: Me.

25 HUBERT MCCLURE: Mr. Ashley seconded  
26 it. All in favor show by uplifting hand. And four to  
27 zero.

28 Next on the agenda, Dollar General located in  
29 Belton.

30 HENRY COPELAND: This is a sign  
31 variance request for the addition of one sign, wall  
32 sign, to a recently constructed Dollar General store  
33 located halfway -- roughly halfway between Belton and  
34 Honea Path. The owner of the property -- or the  
35 representative of St. Clair Signs may be here to answer  
36 any questions. The owner is the Upstate DG Belton,  
37 LLC, which basically is a Family Dollar (verbatim)  
38 franchise. The location at 2425 South Carolina Highway  
39 252 at Honea Path Highway just south of Belton.  
40 Council District 3. And also the tax map number is  
41 shown on your documents. The property description does  
42 have some bearing on the request. The property is  
43 described as roughly five and a half acres of highway  
44 commercial with extended frontage on both South  
45 Carolina 252 and Clinkscales Road. The tract is  
46 further described as located within a fork created by  
47 the rather sharp intersection of these two streets.  
48 The current zoning is not. And the land use, as I  
49 mentioned, it was recently developed as a freestanding  
50 single tenant retail store.

1           The applicant's request, after the store was  
2 constructed they discovered that their one wall sign  
3 was somewhat limited and had a limited coverage.  
4 They've requested, instead, to allow a second wall sign  
5 to be added to the new Family Dollar Store (verbatim)  
6 above the customer entrance, which is also the parking  
7 area entrance. This is in addition to the one wall  
8 sign already permitted at this location, currently  
9 facing Highway 252. Both wall signs will be identical.

10           The findings of fact: As frequently stated here  
11 before, the county ordinances permit one wall sign per  
12 commercial building or business based -- and the size  
13 is determined by the length of the wall that it's on.  
14 In this case, this would be one square foot per linear  
15 foot because there is already a freestanding highway  
16 sign located at this parcel.

17           The signs previously approved, as I mentioned,  
18 there's a permit that has been issued for two signs;  
19 one wall sign, which is allowed by code, and one pylon  
20 sign, although the code does permit two, since the  
21 business has frontage on two highways.

22           If you would go through, you'll see how sharp the  
23 fork in the road is. This is from the tax map showing  
24 the location of the property to the west of Honea Path  
25 and south of Belton. A closer view of the site plan.  
26 Again, the parking area is to the lower right hand  
27 corner of the screen. The signage is facing Highway  
28 252. There is no signage on the Clinkscales Road side.  
29 But there's also no signage facing the parking area,  
30 which could be seen from both highways approaching from  
31 the southeast. The details of the Dollar General store  
32 sign is fairly generic. The one that exists on the  
33 side wall is exactly the same. The proposal showing a  
34 before and after of the entrance sign at this  
35 illustration.

36           This is an example from a photograph submitted by  
37 the applicant showing the -- moving to the northwest  
38 from the direction of Honea Path, you can see the  
39 standing sign near the highway and barely make out the  
40 wall sign that faces Highway 252. There is no signage  
41 over the main entrance. And this is what they hope to  
42 rectify with this request.

43           Staff has recommended approval of the variance  
44 request for the following reasons: Though two  
45 freestanding signs would be allowed because the parcel  
46 fronts two public roads, the applicant has elected to  
47 forego a second highway sign for one additional wall  
48 sign. The proposal second sign would be located above  
49 the main entrance for all the reasons that have been  
50 given before. The finally, currently there is no

1 commercial signage visible from Clinkscapes Road,  
2 despite an entrance to the parking area from this  
3 direction. A second wall sign would improve  
4 identification of the business from this approach.

5 The request is in line with the spirit and the  
6 intent of the ordinance to grant a variance where a  
7 hardship exists and the board has granted other  
8 variances similar to this request and would be  
9 consistent with its approval.

10 This concludes the staff's report, Mr. Chairman.  
11 And if it is approved by the board, they would be  
12 required to apply for a sign permit based on the  
13 variance. Thank you.

14 HUBERT MCCLURE: Thank you, staff.  
15 At this time I'd like to open up the public hearing for  
16 anyone speaking against Upstate Dollar General or  
17 Dollar General, Incorporated LLC. Anybody speaking  
18 against? Okay. I'll close the public hearing and  
19 reserve questions for Dollar General representatives,  
20 as well as staff. If there's no comments or questions  
21 ---

22 DAN HARVELL: Mr. Chairman, I  
23 would make -- this matter is really not one way or the  
24 other, but I would inform Dollar General that in their  
25 letter requesting this, it says tax dollars to the city  
26 of Belton are increased based on their increased sales  
27 that they anticipate would come from the sign --  
28 increased signage. And they may have increased sales  
29 because of that. I'm not saying that. But this is  
30 about as far out of Belton as you can get. So it will  
31 absolutely not ---

32 HUBERT MCCLURE: They'll learn.  
33 They'll know.

34 ALLEN ASHLEY: Ain't got a tax  
35 notice.

36 DAN HARVELL: It will absolutely  
37 not impact the city of Belton on their tax structure.

38 HUBERT MCCLURE: Yeah, it is outside  
39 the skirts. Anyway, what's the feeling of the board?

40 ALLEN ASHLEY: As much as they  
41 hauled in there, gravel and stuff to fix mud holes.

42 HUBERT MCCLURE: Yeah. At least  
43 they're fixing it; right?

44 ALLEN ASHLEY: Yeah, they did.

45 HUBERT MCCLURE: What's the feeling  
46 of the board?

47 DAN HARVELL: Mr. Ashley, why  
48 don't you make a motion for this. This is closest to  
49 your area.

50 ALLEN ASHLEY: I told them I was

1 going to tell them not to. I'll make a motion.  
2 HUBERT MCCLURE: Okay. Mr. Ashley  
3 makes the motion. Do we have a second?

4 ALLEN ASHLEY: I see it every  
5 morning.

6 JOHN FARR: I second.  
7 HUBERT MCCLURE: Mr. Farr seconds.  
8 All those in favor show by uplifted hand. Four and  
9 zero.

10 And last but not least, this is D-1 Training and  
11 Bon Secours/St. Francis Therapy Center. Staff.

12 HENRY COPELAND: Mr. Chairman, thank  
13 you. Again, this application was submitted by Brad  
14 Johnson who may or may not be here to answer any  
15 questions. But it's fairly simple and straight  
16 forward. I would, however, point out a minor  
17 correction to the agenda. In the agenda it identifies  
18 this as a request to add one sign. It's actually a  
19 request to add three signs.

20 As will be pointed out in the illustrations later,  
21 this is a large professional office building located  
22 off of Highway 153. The property location is 100  
23 Powers Boulevard in Piedmont, Council District 6. The  
24 tax map number is in your records. The property  
25 description, this is a highway commercial site located  
26 at the intersection of South Carolina Highway 153.  
27 It's described as a corner lot with direct access,  
28 however, only from Powers Boulevard and a private road,  
29 Wellington Lane. The property is elevated by as much  
30 as thirty feet above Highway 153 and does not offer  
31 highway or pedestrian access from this direction. The  
32 property is not zoned and the land use is 1.7 acres.  
33 It is, as I pointed out, it's improved with a large  
34 professional office building and related parking. You  
35 may recall that this building has been occupied by two  
36 sports medical therapy businesses. The primary tenant  
37 at this location for several years has operated under  
38 the name of Velocity Sports, with that very large wall  
39 sign. This has since become D-1 Training and Bon  
40 Secours/St. Francis Therapy Center occupies the  
41 remaining space.

42 The applicant's request is to place four wall  
43 signs on an existing professional office building. Two  
44 wall signs, one for each of the two business occupants,  
45 will face Highway 153. A similar pair of signs is  
46 proposed for the Powers Boulevard side. This, of  
47 course, means that the Velocity Sports sign is removed,  
48 as well.

49 The findings of fact: The ordinances will allow  
50 for one wall sign per building, per business. In this

1 case it's become obvious that there are two businesses  
2 here, so that's necessitated the second wall sign. But  
3 because of the difficulty of gaining access to the  
4 property from Highway 153, they've requested a second  
5 pair of signs to be placed on the side facing Powers  
6 Boulevard. The ordinances permit only one, but the  
7 size of the signs, given the size of the building,  
8 could actually be larger, but they have chosen to go  
9 for smaller size signs that will serve their purpose  
10 and is well within the requirements that would be there  
11 for a one square foot per linear foot for the  
12 elevations that those two signs would be on. The  
13 reason they're also using that is that at this time  
14 there is no freestanding sign. They intend to place a  
15 freestanding sign there at some point in the future,  
16 but they're planning ahead accordingly. The existing  
17 sign there, as I said, has been there since before  
18 2008. That sign is on Highway 153 with only temporary  
19 signs that have been, shall be say, placed there with  
20 or without permits on the Powers Boulevard side from  
21 time to time.

22 If you'll go through the illustrations, you'll see  
23 the location clearly on Highway 153. It's a rather  
24 large lot, but with very limited access from Highway  
25 153. This is a view of the aerial showing also the  
26 other buildings that have been recently constructed  
27 along Powers Boulevard. And this is another view  
28 looking to the northwest. And this is also a view  
29 looking to the southeast. Now, this is the  
30 illustration of the corner of the building as it faces  
31 Highway 153 on the right side of the illustration and  
32 Powers Boulevard on the left side. It's a very large  
33 face, but again with no signage on it shown in this  
34 illustration.

35 This is a Google's map rendition or view from  
36 Highway 153 with the Velocity Sport sign in place. As  
37 you can see, it's quite a bit elevated from Highway  
38 153. This shows from the same direction the proposed  
39 two signs that would be placed there are collectively  
40 smaller, but would be showing the two tenant occupants  
41 for the building on that side. This is the similar  
42 type signs, though slightly smaller, would be on the  
43 Powers Boulevard side. And again, this is a site plan  
44 with an illustration showing where the pair of signs  
45 would be located relative to the site. And an  
46 approximate location yet to be determined for a  
47 freestanding sign pointed out in the lower center.

48 The staff has -- given the circumstances, the  
49 staff has recommended approval of the variance request  
50 for the following reasons: The corner lot has limited

1 visibility from Highway 153 due to several site related  
2 obstructions, including the embankment height. The  
3 direct highway access to the property is available only  
4 from a secondary side road, Powers Boulevard, which  
5 would depend on having additional signage on the  
6 elevation for adequate building identification. As I  
7 mentioned earlier, the applicant intends to install a  
8 freestanding sign at this location in the future. But  
9 the total size for the wall signs on each side would be  
10 limited accordingly.

11 The request is in line with the spirit and intent  
12 of the ordinance as to grant a variance when a hardship  
13 exists and the board has granted other variances  
14 similar to this request and would be consistent with  
15 its approval.

16 That concludes the report, Mr. Chairman. If you  
17 have any questions, staff is here.

18 HUBERT MCCLURE: Thanks, staff.

19 So at this time, this is the last one, I'll open  
20 up the public hearing for anyone speaking against the  
21 Bon Secours building. Anybody speaking against? Okay.  
22 We'll close the public hearing. Reserve questions for  
23 representatives, if needed. What's the feeling of the  
24 board?

25 DAN HARVELL: I'll make the  
26 motion to approve. And I also want to make a personal  
27 comment here. Thank you for good aerial pictures of  
28 this.

29 HUBERT MCCLURE: Yes. Yes.

30 DAN HARVELL: This is a good help  
31 to us when we're trying to figure out some of these  
32 that -- well, there's a few in here that aren't too  
33 hot, but we've had in our packets where you can't tell.  
34 But that's just much appreciated, and I want you to  
35 know that. Thank you.

36 HUBERT MCCLURE: Yeah. Thank you.

37 Okay. We've got a motion. I'll second it. All  
38 in favor. And four and zero.

39 Okay. We'll open up old business. Staff, do you  
40 have some old business for us or what?

41 BRITTANY MCABEE: Yes. So this is a  
42 clarification on a decision that was made on the  
43 September 17th meeting. There was an update to the  
44 plans on the Brady Drive one. It's 145 Brady Drive.  
45 It was approved unanimously. Instead of the rear  
46 setback from being ten to four, he has turned his house  
47 so that the side setback should be reduced from ten to  
48 four. It's the same property line that was in question  
49 at the previous meeting. We just need a vote saying  
50 that you agree with this change or do not.

1 HUBERT MCCLURE: Okay. There's no  
2 problem from staff?  
3 BRITTANY MCABEE: No.  
4 HUBERT MCCLURE: Okay. So let's re-  
5 vote on this. Do we have a motion?  
6 ALLEN ASHLEY: I'll make a motion.  
7 HUBERT MCCLURE: Okay. Mr. Ashley  
8 made a motion. Do we have a second?  
9 DAN HARVELL: Second.  
10 HUBERT MCCLURE: And all those in  
11 favor. Four to zero.  
12 Do we have a motion to adjourn?  
13 DAN HARVELL: No. I have a  
14 question.  
15 HUBERT MCCLURE: Okay.  
16 DAN HARVELL: I still need  
17 clarification on what we did and did not approve on  
18 McDonald's.  
19 HUBERT MCCLURE: Yeah, I thought ---  
20 DAN HARVELL: Now, we've got two  
21 enormous signs out there now that are just totally --  
22 one's redundant of the other.  
23 HUBERT MCCLURE: Yeah.  
24 DAN HARVELL: You can see it from  
25 a half mile off. Did we actually approve this?  
26 HUBERT MCCLURE: I think we did. I  
27 thought ---  
28 ALESIA HUNTER: Mr. Chairman?  
29 HUBERT MCCLURE: Go ahead.  
30 ALESIA HUNTER: Mr. Harvell, the  
31 initial approval was we go back to when the board had  
32 the hearing, it was in exchange for an additional wall  
33 sign. You all requested that they only have one  
34 freestanding sign, so that's what they did. Well, they  
35 ended up putting up two signs. We did a compliance  
36 issue with them and required the actual removal of one  
37 sign.  
38 HUBERT MCCLURE: Because they were  
39 on Whitehall.  
40 ALESIA HUNTER: Because they were  
41 on the same, well, the same frontage, and they had it  
42 up, just had it up. Because you only allowed one  
43 freestanding sign regardless of what road frontage it  
44 was actually on. So McDonald's went through the  
45 compliance issues, came back, refiled a new variance,  
46 what, two months ago perhaps, and the board, Mr.  
47 Harvell, you all did allow them to place that second  
48 sign.  
49 DAN HARVELL: You know, I think I  
50 must have just been out of it that day because I

1 thought we were talking about a small sign at the road.  
2 I didn't know we were talking about ---

3 HUBERT MCCLURE: No, no. See, the  
4 whole problem was -- and the reason it's confusing is  
5 because they had two -- this is the main thing for me.  
6 They had two signs on Whitehall Road. Okay? And in  
7 that meeting it was said that we just have a problem on  
8 Whitehall Road. And I remember either staff or the  
9 board said, you could have another sign over there  
10 towards Singer, you know, on 28, and that would be  
11 okay. And I think that's where that comes from. Am I  
12 right? They can have a sign on each road; correct?

13 ALESIA HUNTER: Well, no, at the  
14 first variance, no, the board did not allow for that  
15 second sign. In exchange for allowing for additional  
16 wall signs, you all agreed to just one sign.

17 HUBERT MCCLURE: Well, then how did  
18 we get to two?

19 ALESIA HUNTER: Well, yeah, they  
20 refiled a variance and, Mr. Chairman, you heard the  
21 variance a month ago.

22 HUBERT MCCLURE: Yeah. I remember,  
23 yeah.

24 ALESIA HUNTER: And that was  
25 approved then. So they're in compliance, Mr. Harvell,  
26 with what the board has determined.

27 HUBERT MCCLURE: Well, I'm like Dan.  
28 I don't know if it was because of the family feud we  
29 had or what, but I don't remember having two signs.

30 DAN HARVELL: Well, let me ask  
31 this. What is the definition of the freestanding sign  
32 versus the monument sign?

33 ALESIA HUNTER: Well, your monument  
34 sign is not going to be on an actual pole.

35 DAN HARVELL: Yeah; right.

36 ALESIA HUNTER: Your freestanding  
37 sign is going to be on a tall pole that you see to give  
38 them the actual height that they need.

39 DAN HARVELL: Well, looking back,  
40 that's still my -- that's my recall on this. We  
41 granted them a monument sign on the other road as long  
42 as -- you know, they were getting one tall one. And I  
43 thought that we were giving them an extra sign that  
44 they could classify as a monument sign that would be at  
45 the road, on the road, and that was my understanding.  
46 I just don't ---

47 ALESIA HUNTER: No, sir, Mr.  
48 Harvell. A monument sign was never even discussed at  
49 the first variance. It was just one sign, period. One  
50 freestanding sign.

1                   DAN HARVELL:                   Well, you know, I'm  
2 not ---  
3                   HUBERT MCCLURE:                   Well, McDonald's  
4 has successfully gawked up that corner.  
5                   DAN HARVELL:                   Yeah, they have.  
6 It looks ridiculous.  
7                   HUBERT MCCLURE:                   They've gawked it  
8 up.  
9                   DAN HARVELL:                   It looks  
10 ridiculous. You know, I consider myself probably the  
11 most tolerant member of this board, but I just feel  
12 like somehow another we just got hoodwinked on this  
13 one.  
14                   HUBERT MCCLURE:                   I think we missed  
15 it. I really do. And I don't know how we missed it.  
16 But it's done and we can't do anything about it now.  
17                   DAN HARVELL:                   Yeah.  
18                   HUBERT MCCLURE:                   You know, we spend  
19 a lot of time on these signs and the gawkiness of it  
20 and the one that we really didn't want to happen ended  
21 up happening. And I apologize for that. It slipped  
22 through -- I don't know how I missed it, too. So  
23 anyway.  
24                   We got a motion to adjourn?  
25                   JOHN FARR:                   So moved.  
26                   HUBERT MCCLURE:                   And second. All in  
27 favor. And everybody says I do.  
28                   ALESIA HUNTER:                   Mr. Chairman, I  
29 would add that the council is in the process of  
30 appointing -- you're down two board members. They're  
31 working on it. Hopefully before your next meeting  
32 December the 14th you'll have two more members.  
33                   HUBERT MCCLURE:                   I've got something.  
34 This is just talking instead of me coming over there.  
35 Is there anything been said to council about -- and  
36 they know about the two firing ranges/gun  
37 ranges/whatever? Is there anything in the works to be  
38 made up of a council -- I don't know what you call it  
39 -- a county ordinance about gun ranges or gun schools?  
40                   ALESIA HUNTER:                   Mr. Chairman, we  
41 currently already addressed in unzoned area shooting  
42 ranges indoor or outdoors. They're required to  
43 actually have a public hearing and there's some  
44 distance requirements that the Planning Commission  
45 actually has to -- they would have to adhere to. In  
46 this case, since it's zoned properties by special  
47 exception, and the council is looking at updating those  
48 land uses. Tim Cartee and myself have already been  
49 working on some language for that.  
50                   HUBERT MCCLURE:                   Like I said, we

1 don't want -- we want to be here for when it needs to  
2 be done. But when it's a family feud on both of those,  
3 I'm glad that they're addressing that.

4 ALESIA HUNTER: Yes, sir.

5 HUBERT MCCLURE: Okay. Y'all have a  
6 good day, good Christmas. Next meeting is ---

7 ALESIA HUNTER: December 14th.

8 HUBERT MCCLURE: December 14th at  
9 5:30. Well, we've already adjourned.

10 ALESIA HUNTER: What ---

11 HUBERT MCCLURE: Well, some members  
12 have talked and they want to move it back to five  
13 o'clock. We can reopen the meeting. I've got to have  
14 a motion to reopen. Okay. Motion, second, four to  
15 zero. Mr. Ashley has made a motion to put the time at  
16 five fifteen.

17 ALESIA HUNTER: Mr. Chairman, is  
18 that going to place a hardship on you? I know we  
19 talked about the fifteen increment period to give you  
20 enough time ---

21 HUBERT MCCLURE: That was when I was  
22 teaching a night class.

23 ALESIA HUNTER: Is that going to  
24 interfere with you teaching classes?

25 HUBERT MCCLURE: I don't think so  
26 unless they stick me in another night course. Let's  
27 just make it five fifteen just in case. Is that okay?  
28 Five fifteen. I'll second. All those in favor.

29 DAN HARVELL: I make a motion to  
30 adjourn.

31 HUBERT MCCLURE: I'll consider us  
32 adjourned.

33  
34

**MEETING ADJOURNED AT APPROXIMATELY 6:10 P.M.**

Staff Report

Application for a **Variance** – To allow a reduction of side setback for placement of single family residence  
Anderson County Land Use Board of Zoning Appeals Meeting - District 4  
Civic Center, 3027 Martin Luther King Jr Blvd.  
Anderson, SC 29625  
Monday, Devenber 14, 2020  
5:30 PM

Applicant: Jeff Kubu

Owner of Property: Jeffrey & Stacy Kubu

Property Location: 121 Chasewater Dr, Anderson, SC 29621

Council District: Four (4)

Tax Map Number (TMS #): 120-19-01-011

Property Description: Lot 12, approximately .57 acres, in Chaswater at Welborn Pointe

Current Zoning: R-20

Land Use: Residential

Applicant Request: Applicant is requesting a **Variance** to allow a reduction of side setback requirement from 10 feet to 6.9 feet to allow construction of single family residence.

Findings of Fact: *Anderson County Code of Ordinances*, Under Chapter 70, Section 5.3, the minimum width of a residential side yard shall be ten percent of the total lot width or 10', whichever is greater, but not to exceed 25 feet.

Staff Recommendation:

- 1) The lot is irregular shaped and narrow. The lot width is 87.52 feet.
- 2) The subdivision covenants require a side yard setback of 5 feet. The requested variance does not violate the covenants.
- 3) If approved, the applicant will be required to obtain a residential compliance letter from Development Standards and a building permit from Building & Codes.



# Variance Application

There is a Variance Application Fee of \$200.00

11/19/20  
Date of Application Completion

\_\_\_\_\_  
Application Status (Approved or Denied)

### Applicant's Information

Name: JEFF KUBU

Mailing Address: P.O. BOX 6127 ANDERSON SC 29621

Telephone and Fax: 864-617-1049 E-Mail: KUBU@BELLSOUTH.NET

### Owner's Information

*(If Different from Applicant)*

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone and Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Designation of Agent: (Complete only if owner is not the applicant)

I (We) hereby appoint the person named the Applicant as my (our) agent to represent me (us) in this request for rezoning.

[Signature]  
Owner's Signature

11-19-20  
Date

### Project Information

Property Location: 121 CHASEWATER DR AND. SC. 29621

Parcel Number(s)/TMS: 120-19-01-011-000

County Council District: \_\_\_\_\_ School District: #4

Total Acreage: .58 Current Zoning: RES.

Requested Variance: SET BACK VARIANCE ON 1 SIDE OF PROPERTY  
*Please indicate if setback variance, sign variance or minimum lot size variance.*

Purpose of Variance: CORNER OF HOUSE IS ON THE SIDE SET BACK DUE TO PIE SHAPED LOT.

Private Covenants or Deed Restrictions on the Property: Yes X No \_\_\_\_\_

If you indicated no, your signature is required.

[Signature]  
Applicant's Signature

11-19-20  
Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application - pursuant to State Law (Section 6-29-1145: July 1, 2007) - determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Applicant hereby appeals to the Board of Zoning Appeals for a variance from the strict application to the property described in the Notice of Appeal of the following provision of the Development Standards Ordinance.

The application of the ordinance will result in unnecessary hardship, and the standards for a variance set by State Law and the ordinance are met by the following facts:

Extraordinary and exceptional conditions pertaining to the particular piece of property, as follows:

IRREGULAR SHAPED LOT -

Conditions do not generally apply to other properties in vicinity, as shown by: \_\_\_\_\_

Application of the ordinance to the particular piece of property would effectively prohibit or unreasonable restrict the utilization of the property as follows: HOUSE WILL NOT FIT ON LOT.

Authorization of variance will not be of substantial detriment to adjacent property or to the public good and the character of the district will not be harmed by the granting of the variance for the following reasons:

DUE TO NATURE OF IRREGULAR SHAPED LOT.

The following documents are submitted in support of this application: (Please attach copies of all additional information to this application.) PRIVATE COVENANTS AND PLATT

Please attach an accurate, legible plot plan showing the dimensions and locations of structures and improvements of the property to this application.

As the applicant, I hereby confirm that the required information and materials for this application are authentic and have been submitted to the Anderson County Development Standards Office.

[Signature]  
Applicant's Signature

11-19-20  
Date

For Office Use Only:

Application Received By: BDM Date Complete Application Received: 11/19/20

Application Fee Amount Paid: \$200 Check Number: \_\_\_\_\_

Scheduled Advisory Hearing Date: \_\_\_\_\_ Scheduled Board Hearing Date: 12/14/20

Staff Recommendation: \_\_\_\_\_ Advisory Recommendation: \_\_\_\_\_

Land Use/Board of Zoning Appeals' Decision: \_\_\_\_\_



SECTION 1.2 OWNER shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties referred to herein, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

SECTION 1.3 PROPERTIES shall mean and refer to the real property comprising the property within the development known as Chasewater at Welborn Pointe.

SECTION 1.4 COMMON AREAS shall mean all rights of ways, beautification easement areas, boat storage areas, and the Amenity Area containing 1.16 acres in Chasewater at Welborn Pointe.

SECTION 1.5 COMMON EXPENSES shall mean and include:

- (a) all sums lawfully assessed against the lot owners by the Association;
- (b) expenses of, but not limited to, administration, operation, maintenance, repair and replacement of the Common Areas and facilities, including street lighting, water and electric charges, resurfacing and landscaping;
- (c) expenses agreed upon as common expenses by the Association; and
- (d) liability and/or other insurance premiums as required by the Association.

SECTION 1.6 LOT shall mean and refer to any numbered plat of land shown upon the plat of Chasewater at Welborn Pointe, being Lots 3 through 41, inclusive.

SECTION 1.7 DECLARANT shall mean and refer to Main Street Place, LLC, its successors and assigns.

SECTION 1.8 DWELLING UNIT shall mean and refer to a building situated upon a lot and intended for use and occupancy as a residence.

SECTION 1.9 MEMBER shall mean and refer to any person or entity who holds membership with voting rights in the Association, which membership shall be derived from ownership of any lot within Chasewater at Welborn Pointe.

000018642 06/14/2000 B03779 P00190

SECTION 1.10 BOARD shall mean and refer to the Board of Directors duly chosen by the Association or according to the provisions of this instrument.

SECTION 1.11 ARCHITECTURAL CONTROL COMMITTEE shall mean and refer to a committee to protect the investment and enjoyment of owners by interpreting and enforcing the Protective Covenants of Article VI. The Declarant shall serve as the Architectural Control Committee until ninety percent (90%) or more of the lots as shown on the aforementioned plat are sold. At such time, successors will be duly appointed by the Board.

SECTION 1.12 BYLAWS shall mean and refer to the Bylaws and Rules and governing the operation of the Association.

## ARTICLE II

### PROPERTY RIGHTS

SECTION 2.1 OWNER'S EASEMENTS OF ENJOYMENT: Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) Declarant may at any time transfer title of the roadways to Anderson County or any other governmental authority. At such time, roadways will be allowed public access in accordance with governing regulations.
- (b) The right of the Association to impose regulations for the use and enjoyment of the Common Areas and improvements thereon.

SECTION 2.2 COMMON AREA EXPENSES: Each lot owner, whether or not it shall be so expressed in his deed, is deemed to covenant and agree to pay to the Association 1/39 of the expenses in connection with the use and maintenance of the common areas, which shall include but not be limited to the following.

- (a) Lighting for any entry ways and for the boat storage areas.
- (b) Metering costs for water.

- (c) Expenses of maintenance and upkeep for the grounds and shrub maintenance.
- (d) Expenses of upkeep and continued maintenance of the boat storage areas.
- (e) The cost of insurance as needed, the determination for this resting within the discretion of the Board of the Association.
- (f) The expenses of bookkeeping and bank account maintenance fees.

Common area expense assessments shall be determined by the Association from time to time, but no less frequently than on an annual basis, and written notice shall be sent to all lot owners furnishing at least 30 days advance notice as to any balance due. The failure of a lot owner to pay his portion of the common area expenses shall result in the Association having the right to file a Declaration of Lien per the provisions of Section 4.8 of this document.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

SECTION 3.1 MEMBERSHIP: Every owner of a lot shall be a member of the Association. The Association shall have one (1) class of voting membership, denominated as Class A. Class A members shall be all owners, who shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members; the vote for such lot shall be exercised as the owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. If a unanimous agreement cannot be reached by joint lot owners at the time of the vote, then the vote shall not be counted. Voting of fractional interests shall not be allowed.

SECTION 3.2 VOTING PRIVILEGES: Voting privileges shall be suspended for any member having unpaid assessments (annual or special) in addition to unpaid penalties or damage assessments referenced anywhere in this instrument (and which give the Association the right to file a

Declaration of Lien) in arrears in excess of thirty (30) days.

**SECTION 3.3 CAPITAL CONTRIBUTION/MEMBERSHIP FEE:**  
Membership in the Association shall begin with the purchase of a lot by the owner. There will be an initial capital contribution fee of \$100.00, and an initial common area expense contribution to be paid to the Association at the time of the purchase of each lot in the subdivision. Upon the transfer of title of a lot to any third party purchaser, a subsequent capital contribution of \$100.00 shall be required, in addition to a common area expense contribution in an amount to be determined by the Association on an annual basis. Each subsequent transfer of title of a lot shall incur the same subsequent capital contribution of \$100.00, in addition to an amount to be determined by the Association on an annual basis for common area expenses as referenced above. Failure to pay the original or any subsequent contribution charges or fees shall result in the Association having the right to file a Declaration of Lien per the provisions of Section 4.8 of this document.

**SECTION 3.4 MEMBERSHIP INDICIA:** Membership is mandatory and is required of the purchaser of each lot, whether his title be acquired by deed, devise, intestate succession, or by any other method, including a person or entity acquiring title by foreclosure of a mortgage. Actual stock certificates shall not be issued; the deed or other evidence of ownership (as, for example, a Deed of Distribution through an estate) shall serve as evidence of the lot owner's ownership and his membership in the Association.

**SECTION 3.5 SUBORDINATION OF ASSESSEMENTS AND/OR CHARGES AND/OR LIENS TO MORTGAGES:**

- (a) The lien and permanent charge of assessments, fees, penalties, or damages (together with interest thereon and cost of collection) authorized herein with respect to any lot, is hereby made subordinate to the lien of any mortgage placed on such lot if, but only if, all such assessments with respect to such lot having a due date on or prior to the date such mortgage is filed for record have been paid.

- (b) Such subordination is merely a subordination and shall not relieve the property owner of the mortgaged property of his personal obligation to pay all assessments, fees, penalties or damages coming due at a time when he is the property owner; shall not relieve such property from the lien and permanent charge provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of any such subordination as against a mortgage or such mortgagee's assignee or transferee by foreclosure or levy and execution); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any proceeding executing upon the property shall relieve any existing or previous property owner of such property or the then and subsequent property owners for liability for any assessment provided for hereunder coming due after such sale or transfer.

SECTION 3.6 INITIAL BOARD MEMBERS: The initial Board of the Association shall be composed of Thomas Schamens, Gerald Terry, and the owner of a lot in the subdivision who shall be chosen at the sole discretion of Thomas Schamens and Gerald Terry. These three individuals, or a successor chosen by these three individuals if one or more initial members cannot continue to serve, shall constitute the Board of the Association until such time as 90% of the lots in the subdivision have been sold to third party purchasers. The initial Board members shall have the right to resign from the Board at an earlier date if they shall, in their sole discretion, choose to do so.

SECTION 3.7 SELECTION OF LOT OWNERS FOR BOARD MEMBERSHIP: At such time as the original Declarant (who shall control and maintain the property during the developmental phase of the subdivision) shall determine that his purposes as Declarant have been largely accomplished, he can so declare this in an instrument in writing in recordable form, and withdraw from active involvement in the management of the Association. At that time, the right to manage or control the Association will be relinquished to the Association. The selection of three board members shall be accomplished according to the Bylaws of the Association in effect at that time.

ARTICLE IV

COVENANTS FOR MAINTENANCE AND CAPITAL ASSESSMENTS

SECTION 4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The Declarant hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges:
- (b) special assessments for capital improvements.

SECTION 4.2 PURPOSE OF ASSESSMENT: The assessments or charges levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties.

SECTION 4.3 SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments or charges authorized above, the Association may levy, in any subsequent year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any repair or replacement, construction or reconstruction of a capital improvement upon the Common Areas, including fixtures and property related thereto, provided that such assessment shall have the assent of 2/3 of the vote of Class A members who are voting in person or by proxy at a meeting duly called for this purpose. Due dates for payment of such assessments shall be established by the Association.

SECTION 4.4 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4.3: Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 shall be sent to all members not less than thirty (30) days nor more than sixty(60) days in advance of the meeting. At any such meeting called, a majority of the members eligible to vote shall constitute a quorum.

SECTION 4.5 UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all lots.

SECTION 4.6 ANNUAL ASSESSMENTS: The first annual assessment shall be due on January 31, 2001. All subsequent annual assessments shall be due on the same day of each year thereafter. Annual assessments against each lot shall be established by a majority vote of the Board. At least thirty (30) days written notice of such assessment shall be given to every owner subject thereto.

SECTION 4.7 REVISED ANNUAL ASSESSMENT: If at any time during the course of any fiscal year, the Board shall deem the amount of the common area expense contribution to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and thereafter monthly common area expense contributions shall be determined and paid on the basis of such revision.

SECTION 4.8: FILING OF DECLARATION OF LIEN: Any unpaid common area expense contributions, assessments, fees, or charges shall become a lien against the property and shall run with the land. The Association, by and through the Board, shall have the unilateral right to file a Declaration of Lien in the deed records of Anderson County to perfect a lien for unpaid common area expense contributions, assessments, fees, or charges. No notice or service of process shall be required with reference to the lot Owner; the unilateral filing of said Declaration shall be the only requirement necessary to perfect said lien.

#### ARTICLE V

#### ARCHITECTURAL CONTROL

SECTION 5.1 ARCHITECTURAL CONTROL COMMITTEE: No building, fence, wall, or other structure shall be commenced upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the same shall have been submitted to and approved in writing by the Architectural Control Committee. The Declarant shall serve in this capacity until ninety percent (90%) or more of the lots are sold, or until such time as Declarant shall withdraw from active involvement in the management of the Association according to the provisions of Section 3.7. Subsequently, three (3) or more representatives will be

appointed by the Board. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Association, its Board, Committees, agents or employees shall not be responsible for building code compliance of plans or construction. Any adverse decision may be appealed by the aggrieved party to the Association at a special meeting called for this purpose. Upon receiving approval of plans and specifications, construction shall be in conformity with such plans as have been previously approved by the said Committee. The Association shall be entitled to stop any construction which is in violation of these restrictions.

#### ARTICLE VI

##### PROTECTIVE COVENANTS

SECTION 6.1 RESIDENTIAL USE: All lots shall be used, improved and devoted exclusively for residential use. No buildings (except as modified by Section 6.30 of this instrument) shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling which shall include an attached enclosed garage designed to accommodate at least two (2) cars, and which shall not exceed three (3) stories in height above the highest natural ground elevation existing under the foundation of same. No building shall include more than one underground, one-story basement or crawl space, unless the same shall be approved in advance by the Architectural Committee provided for herein.

SECTION 6.2 BUILDING SIZE AND REQUIREMENTS: For lots 5-27, in the case of a one-story residence, the main floor shall contain not less than two thousand (2,000) square feet of heated, finished living area. In the case of 1-1/2 or 2-story dwellings, the dwelling shall contain not less than two thousand seven hundred (2,700) square feet of heated, finished living area with a minimum of eighteen hundred (1,800) square feet thereof on the first or main floor. For the purpose of this restriction, split-level and split-foyer homes shall be considered one-story residences. Heated, finished living spaces excludes basements (whether daylight or underground), porches, breeze-ways, garages, patios, and greenhouses.

For lots 3, 4, and 28-41, the main floor shall contain not less than eighteen hundred (1,800) square feet of heated, finished living area. In the case of 1-1/2 or 2-story dwellings, the dwelling shall contain not less than twenty-four hundred (2,400) square feet of heated, finished living area with a minimum of sixteen hundred (1,600) square feet thereof on the first or main floor. For the purpose of this restriction, split-level and split-foyer homes shall be considered one-story residences. Heated, finished living space excludes basements (whether daylight or underground), porches, breezeways, garages, patios and greenhouses.

SECTION 6.3 DRIVEWAYS AND PARKING AREAS: All driveways and parking areas must be paved with asphalt, concrete or other paving materials approved in advance by the Architectural Committee and shall be completed at occupancy of the dwelling or within thirty (30) days thereafter.

SECTION 6.4 NUISANCES: No noxious or offensive activities shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This restriction shall be subject to enforcement and regulation by the Association.

SECTION 6.5 RESTRICTION OF FURTHER SUBDIVISION: No lot shall be further subdivided or separated into smaller lots by an owner and no portion less than all of any such lot nor an easement or other interest less than the entire fee therein shall be conveyed or transferred by an owner, except as authorized by the Architectural Committee or as may be required due to the exercise by a governmental body of the power of eminent domain. However, Main Street Place, LLC expressly reserves to itself (or its successors in interest) the right to replat any one or more lots shown on the plat of said subdivision.

SECTION 6.6 ANIMALS: Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained at an occupant's residence, provided such pets are not kept, maintained, or bred for commercial purposes. All pets must be kept under control of their owner when they are outside the occupant's premises and must not become a nuisance to other residents at any time.

The Association shall have the right to set monetary penalties for violation of this regulation. The Association, by and through the Board, shall have the unilateral right to file a Declaration of Lien in the deed records of Anderson County to perfect a lien. No notice or service of process shall be required with reference to the lot Owner; the unilateral filing of said Declaration shall be the only requirement necessary to perfect said lien. No dog runs shall be permitted.

SECTION 6.7 PARKING: No parking of unlicensed, uninspected, or non-operable vehicles shall be allowed outside a dwelling unit. Except for emergency repairs, no person shall repair or restore any vehicle, trailer, boat, or recreational vehicle upon any portion of the properties outside a dwelling unit or garage. The Board shall have the right and authority to formulate rules governing the size and weight of vehicles which may be driven, parked, or stored within Chasewater at Welborn Pointe. No vehicle may be stored outside a dwelling unit or approved structure except such vehicles as are for the property owner's personal use. These vehicles shall be parked no closer than fifty (50) feet to the road and in such a manner as not to be an eyesore or nuisance to other owners. No vehicles shall be allowed to be parked within the streets, roadways, common areas, or the rights of way in Chasewater at Welborn Pointe. This shall not prohibit the parking of vehicles on the streets, roadways, or rights of way in the event of a special gathering at a lot owner's dwelling, as, for example, birthday parties, Christmas parties, and the like.

SECTION 6.8 AMENITY AREA: Within the 1.16 acre amenity area, as shown on a plat of Chasewater at Welborn Pointe Subdivision in Plat Slide 1137 at Pages 1 & 2, there shall be a storage area for watercraft, recreational vehicles or campers, and any vehicle with a current license plate (provided that these vehicles fit within the boundary spaces provided in the amenity area) owned by permanent residents of Chasewater at Welborn Pointe. Each lot owner shall have one (1) space for storage purposes. All watercraft shall be stored in this area with the following exceptions:

- (a) Watercraft kept in the water (either in dock area or tied up as required by the U.S. Army Corp of Engineers).

- (b) Watercraft kept in the garage area or outbuilding with similar characteristics as the front elevation of the main residence (per Architectural Committee Control).

In regard to one lot owner owning two or more watercraft, the conditions in 6.8 will still apply. All watercraft stored in the amenity area shall have a suitable cover so as not to be an eyesore for the neighborhood.

Further, any watercraft that does not conform within the boundary spaces in the amenity area, shall be considered a violation to the subdivision and will be subject to any penalties imposed by the Board. The Association, by and through the Board, shall have the unilateral right to file a Declaration of Lien in the deed records of Anderson County to perfect a lien. No notice or service of process shall be required with reference to the lot Owner; the unilateral filing of said Declaration shall be the only requirement necessary to perfect said lien.

SECTION 6.9 MOTOR VEHICLES: All motor vehicles shall be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions or otherwise.

SECTION 6.10 OUTSIDE ANTENNAE: No outside radio or television antennae or satellite dishes shall be erected on any lot within the properties, except as approved in writing by the Architectural Committee.

SECTION 6.11 CLOTHES LINES: No outside clothes drying lines shall be permitted.

SECTION 6.12 TRASH RECEPTACLES: Storage, collection and disposal of trash shall be in compliance with rules set by the Association. All trash, rubble, or debris kept or retained in containers for disposal shall be limited to that which is generated by the dwelling located on the lot in question.

SECTION 6.13 TRASH BURNING: Trash, brush, leaves and other similar materials shall not be burned within Chasewater at Welborn Pointe without approval of the Board and after obtaining applicable permits from governmental authorities.

SECTION 6.14 SIGNS: No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period and except as required by governmental agencies. Nothing in this paragraph shall be construed to prevent Declarant from erecting entrance display signs or signs designed to designate areas within a subdivision.

SECTION 6.15 EXTERIOR FINISHES: Concrete blocks may not be exposed to the exterior unless plastered or stuccoed. Unpainted sheet metal may not be exposed to the exterior. All roof stacks and vents shall conform in color to the roofing material used. Exterior vinyl shall be allowed only in gabled areas for soffit and fascia. All building plans must be approved by the Architectural Committee.

SECTION 6.16 TEMPORARY STRUCTURES: No structure of a temporary character, including trailers, mobile homes, prefabricated homes, modular homes, tents or shacks shall be placed upon any portion of Chasewater at Welborn Pointe at any time; provided, however, that this shall not apply to shelters used by contractors during construction. Outbuildings or partially completed dwellings shall not at any time be used as residences. By way of explanation, it is the specific intent of these covenants that only "stick-built" construction shall be utilized on any of the lots in the subdivision.

SECTION 6.17 SETBACK: No building shall be located on any lot nearer than fifty (50) feet from the front property line. No building shall be located on any lot nearer than five (5) feet from any side or rear lot line. Provided, however, anyone who purchases two (2) contiguous lots and wishes to erect a dwelling thereon shall specifically have the right to build said dwelling on the common lot line between the two (2) said contiguous lots; however, this shall in no way waive the requirements contained herein concerning rear and side lot lines with respect to said two (2) contiguous lots. "Front Lot Line", as referred to herein, is that part of the lot which faces a paved road, located in Chasewater at Welborn Pointe. For purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot

to encroach upon another lot. The Architectural Committee reserves the right to waive unintentional violations of the setback requirements and grant variances in case of minor violations of minimum building size or location.

SECTION 6.18. TRADE OR BUSINESS: No trade or commercial business activity shall be carried on upon any lot, but this restriction shall not prohibit a home office, provided, however, that the use of a home office does not carry with it the appearance of carrying on a trade or a commercial business activity, meaning, in general terms, that there shall be no increase in traffic or use of the premises by members of the general public.

SECTION 6.19 LIVESTOCK: No livestock, poultry, or animals generally recognized as farm animals may be kept on the property.

SECTION 6.20 SEWAGE: Every dwelling unit shall have permanent plumbing, running water and a permanent sewage disposal system approved by the appropriate county or state agency. No temporary plumbing, water or sewage systems shall be allowed.

SECTION 6.21 STORAGE TANKS: Fuel, gas, oil, or water storage receptacles may not be exposed to view and must be installed either within the dwelling unit, buried underground, or screened with an enclosure approved by the Architectural Committee.

SECTION 6.22 FENCES: Any fencing of a decorative or utility nature must be approved in writing by the Architectural Committee.

SECTION 6.23 PLAYGROUNDS, SWIMMING POOLS, ETC.: All play or sports equipment, vegetable gardens and swimming pools shall be located only in the rear yard and shall not constitute an eyesore or nuisance to adjoining properties. All swimming pools and all other pools must be approved in writing by the Architectural Committee prior to beginning construction. No above ground pools shall be permitted on any lot. This shall not prohibit a child's wading pool or some such similar inflatable device. Any swimming pool must be properly fenced or otherwise securely enclosed by a privacy hedge so that the pool area is not readily accessible to individuals other than the owner; provided, however, that no fencing shall be installed or erected

which has not been previously approved in writing by the Architectural Committee prior to installation.

SECTION 6.24 MAILBOXES: All mailboxes must be approved by the Architectural Committee.

SECTION 6.25 DAMAGE TO COMMON AREAS: An Owner shall be responsible for any damage to common areas by any party related to the construction or maintenance of his dwelling or lot. Prior to construction, an Owner shall cause to be deposited with the Association the sum of Seven Hundred Fifty (\$750.00) Dollars to be applied to the cost of cleaning or repairing damage, including, but not limited to concrete, gutters, and asphalt. Any unused portion will be returned upon completion of construction and repair of any damage and/or cleanup as provided herein, if any. This provision in no way limits liability for damage to \$750.00. Absent an agreement by the Board, damages in excess of \$750.00 must be paid before occupancy shall be allowed. Any unpaid assessed damages shall constitute a lien upon such owner's property. The Association, by and through the Board, shall have the unilateral right to file a Declaration of Lien in the deed records of Anderson County to perfect a lien for unpaid assessments or charges for damages. No notice or service of process shall be required with reference to the lot Owner; the unilateral filing of said Declaration shall be the only requirement necessary to perfect said lien.

SECTION 6.26 COMPLETION OF CONSTRUCTION: Once begun, construction of a dwelling shall be completed within one year. A dwelling shall not be occupied until completed. A dwelling shall be complete upon final inspection and approval by the applicable government authority. In the absence of such authority, the Architectural Control Committee shall give final approval for occupancy.

SECTION 6.27 MAINTENANCE OF LOTS: All lots and parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees, to do so, the cost of which shall be assessed to the owner and become a lien upon said lot and shall be enforceable by the Association. The Association, by and through the Board, shall have the

unilateral right to file a Declaration of Lien in the deed records of Anderson County to perfect a lien for unpaid assessments or charges. No notice or service of process shall be required with reference to the lot Owner; the unilateral filing of said Declaration shall be the only requirement necessary to perfect said lien. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed.

SECTION 6.28 RECREATIONAL VEHICLES: Minibikes, dune buggies, go-carts, all terrain vehicles, motorized bikes or similar recreational vehicles may not be operated within the bounds of Chasewater at Welborn Pointe.

SECTION 6.29 EASEMENTS: The Developer reserves unto itself, its successors and assigns, the following easements over each lot or parcel and the right to ingress or egress to the extent reasonably necessary to exercise such rights:

- (a) A twenty (20) foot easement on all front lot lines for the installation of water lines, power lines, and any other utility which may be placed on the property. A ten (10) foot easement on all side and rear lot lines five (5) feet from each side of the line, which such easements shall be for the installation, maintenance, and operation of utilities, including television transmission cables, and the accessory right to locate guy wires, braces, or anchors, or to cut, trim, or remove trees, and plantings, wherever necessary upon such lots or parcels in connection with such installation, maintenance and operation.
- (b) An easement for beautification purposes is specifically reserved on Lots 27, 28, 39, 40, 41, and the amenity area as shown on the plat recorded in Plat Slide 1137 at Pages 1 & 2.
- (c) Any other easements as shown on the above mentioned plat including but not limited to the road right of way and specifically defined easements for drainage as shown on Lots 4, 5, 17, 23, 24, 29, 30, 38, and 39 in Plat Slide 1137 at Pages 1 & 2.

- (d) The areas of any lots or parcels affected by these easements reserved herein shall be maintained continuously by the owner of such lots, or their successors in interest, and no structure, plantings, or other materials shall be placed or be permitted to remain upon said easements or any other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owner except where which a public authority or utility company is responsible therefor.
- (e) No owner shall have any claim or cause of action against Developer, its successor, or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any plat except in case of willful or wanton conduct or gross negligence of the Developer, or its successors, or its licensees in exercising or not exercising its right in such easements. Developer reserves unto itself the right to convey the easements here in above set forth to BellSouth Telephone Company, Duke Power Company, Sandy Springs Water Company, Fort Hill Natural Gas, and any other public utility company for the installation of power lines, and unto any cablevision company for the installation of lines used for reception of cable television. Developer further reserves the right to convey any and all drainage easements and road rights of way of Anderson County. Developer also reserves unto itself and for all other lot owners the right to use any and all road, drainage, and utility easements for the installation of water lines.

SECTION 6.30 ACCESSORY OUTBUILDINGS:

- (a) No accessory outbuilding shall be constructed without the proper approval of the Architectural Control Committee after submission of detailed information as to proposed location and design.
- (b) No accessory out buildings shall be erected on any lot or parcel prior to the erection thereon of dwelling unless approved in writing by the

Architectural Control Committee. In no event shall any such accessory outbuilding, partially completed or temporary structure, ever be used for human occupancy or habitation.

SECTION 6.31 PROHIBITION AGAINST USED STRUCTURES: Without the approval of the Architectural Committee, no used buildings or structures, or materials intended for use as a dwelling, shall be placed on any lot.

#### ARTICLE VII

##### CONVEYANCE OF COMMON AREA TO THE ASSOCIATION

SECTION 7.1 TITLE TO COMMON AREA: Declarant will convey to the Association all of the Common Areas as shown on the Plat of Chasewater at Welborn Pointe at the conveyance of the first lot or when the roads are paved by the Declarant; PROVIDED, HOWEVER, that Declarant specifically reserves the right to itself and its successors in interest for the option of first refusal to re-acquire said common area or areas at a total cost of \$1.00 if the common area or areas so designated on said plat or plats are ever abandoned or offered for sale by the Association. No substitution of the Association in the place of the Declarant as called for in this instrument shall divest the Declarant of the within option of first refusal.

SECTION 7.2 RIGHT OF WAY AND EASEMENTS RETAINED: Any conveyance by the Declarant to the Property Owner's Association of the Common Areas as set forth in Section 1 of the Articles shall be made subject to the following:

- (a) Rights of way for ingress, egress and regress over and upon those certain roads located on the recorded plats for Chasewater at Welborn Pointe.
- (b) Easements and rights of way for the purpose of connecting water, gas, electric, telephone, and other utility lines running across the property of Chasewater at Welborn Pointe.
- (c) The option of first refusal as referenced in Section 7.1.

000018642 06/14/2000 B03779 P00206

SECTION 7.3 ENCUMBRANCES: The Declarant agrees that, in connection with conveyance of Common Areas as above referred to, such conveyances to the Property Owner's Association shall be free and clear to all liens and financial encumbrances, except easements and rights of way of record.

#### ARTICLE VIII

##### GENERAL PROVISIONS

SECTION 8.1 DURATION: The covenants and restrictions contained in this Declaration shall run with and bind the properties which are made subject hereto for a period of twenty (20) years from the date of this Declaration is recorded in the Office of the Clerk of Court for Anderson County, South Carolina after which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended by vote of seventy-five (75%) percent of members. The option of first refusal in Section 7.1 shall continue in full force and effect even if said covenants are amended or terminated.

SECTION 8.2 AMENDMENT: After the conveyance of the common areas by the Declarant to the Association, this Declaration may be amended at any time by an instrument executed by the holders of seventy-five (75%) percent of the votes described in Article III hereof. The Declarant may amend this Declaration at any time to correct any obvious error or inconsistency in drafting, typing or reproduction without action or consent of the Association.

SECTION 8.3 ENFORCEMENT: The Association, any owner, or the Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure to enforce any covenant shall not constitute a waiver of the right to do so thereafter.

SECTION 8.4 SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provision of this Declaration, which shall remain in full force and effect.

SECTION 8.5 DECLARATION OF LIEN FORMAT: In any provision of the within Declaration wherein the right to file a Declaration of Lien exists, the general format shown on Exhibit A attached hereto shall be followed in connection with the filing of said Declaration of Lien and the notice to be afforded a lot owner. In addition thereto, from the date of filing of said Declaration of Lien, interest shall accrue at the rate of 14% per annum, unless the legal rate as established by the Code of Laws of South Carolina, as amended, shall be higher, in which event the higher interest rate shall govern.

SECTION 8.6 VERIFICATION BY THIRD PARTIES: In any provision of the within Declaration wherein the right to file a Declaration of Lien exists, or in any provision relating to the capital contribution or membership fee owed by a lot owner, the sale or transfer of any lot in the subdivision shall not affect any such obligation for payment which has not been complied with by the prior lot owner. Any balance due, if not paid, shall become and remain an obligation of the subsequent purchaser. Accordingly, if any owner of a lot desires to sell his lot, he may, in order to assure a prospective purchaser that no such balances remain unpaid, request from the Association a written certification that no such charges or expenses exist, whereupon it shall be the duty of the Association to certify this immediately upon request and without charge. However, any such unpaid expenses may be enforced by the filing of a Declaration of Lien, as provided in Section 8.5 above.

IN WITNESS WHEREOF, the undersigned have caused their hands and seals to be affixed this 14th day of June, 2000.

IN THE PRESENCE OF:

[Signature]  
Cecilia A. Lopez  
[Signature]  
Cecilia A. Lopez

MAINSTREET PLACE, LLC

By: Thomas E. Schamens, Member  
Thomas E. Schamens, Member

By: Gerald R. Terry  
Gerald R. Terry, Member



EXHIBIT "A"

DECLARATION OF LIEN  
BY  
CHASEWATER AT WELBORN POINTE PROPERTY  
OWNER'S ASSOCIATION, INC.

against

\_\_\_\_\_

and

\_\_\_\_\_

(whether one or more, hereinafter referred to  
as the "Property Owner")

Pursuant to the provisions of paragraph \_\_\_\_\_ of the Protective Covenants of Chasewater at Welborn Pointe recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Record Book \_\_\_\_\_ at Page \_\_\_\_\_ the Association declares and hereby gives notice of its lien on the property hereinafter described for the payment of the balance due under the terms of Item \_\_\_\_\_ of said Protective Covenants (the "Assessments") in the amount set forth hereinafter. The property being the subject of this lien, the period covered and the amount of the lien is as follows:

<u>Property Description</u>	<u>Period of Delinquent Assessment</u>	<u>Amount of Assessment</u>
Lot # _____		
Plat Slide _____		
Page _____		
Deed Book _____		
Page _____		

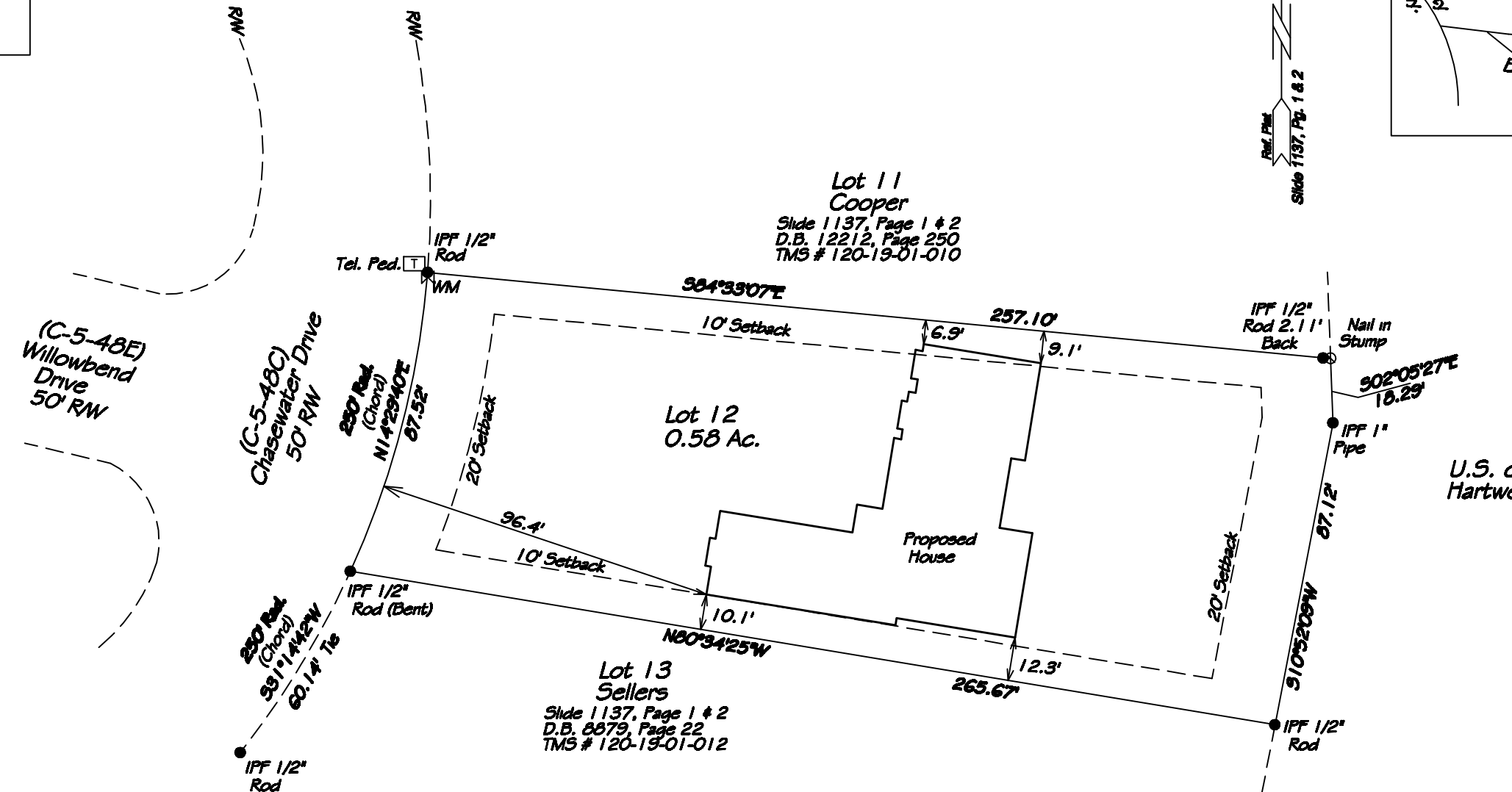
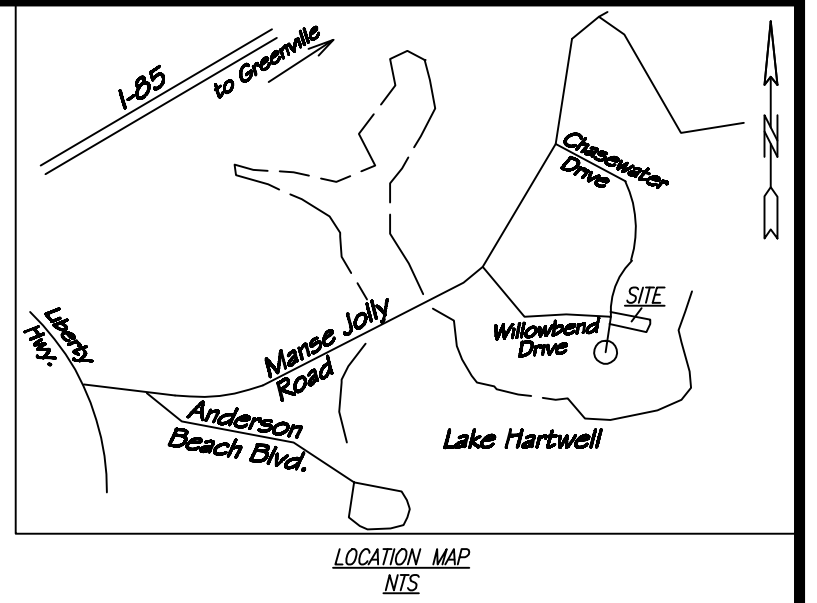
\*Assessments accrue interest at the rate that is the higher of 14% per annum or the maximum rate permitted by law.

The failure of the property owner to bring any legal action to contest the validity or amount of this lien within 30 days after notice is mailed by regular U. S. mail to the property



**LEGEND**

IRON PIN, OLD, FOUND	●
IRON PIN, NEW, PLACED	○
NAIL OR NAIL & BOTTLE CAP (NEW UNLESS NOTED)	⊙
UTILITY POLE	⊕
SANITARY MANHOLE	⊗
LIGHT POLE	⊛
FIRE HYDRANT REFER	⊙
WATER VALVE	⊗



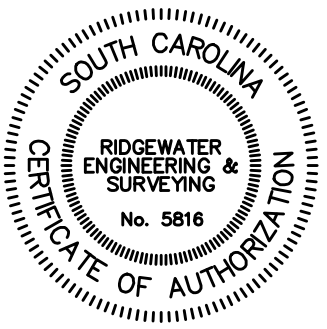
**EXEMPTION FROM REVIEW PROCESS**  
This plat is a resurvey of an existing parcel of record.

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 A survey as specified therein; also there are no visible encroachments or projections other than those shown.

Thomas E. Walls PLS 9324

This survey is subject to any rights of way and easements of record, and any facts which may be disclosed by a full and accurate title search.

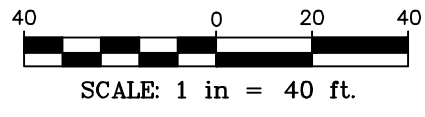
This property does not lie in a designated flood hazard area.



REFERENCE:  
P.B. Slide 1137, Page 1 & 2  
D.B. 13763, Page 14  
TMS# 120-19-01-011

**Plat of Lot 12**  
**121 Chasewater Drive**  
Chasewater / Welborn Point  
  
SURVEYED AT THE REQUEST OF:  
**Stacy B. & Jeffrey P. Kubu**  
STATE OF SOUTH CAROLINA  
ANDERSON COUNTY  
GARVIN TOWNSHIP

**RIDGEWATER**  
ENGINEERING & SURVEYING  
PO BOX 806, 211 Soady Street (864) 226-0980  
ANDERSON, SC 29622 rdgwatereng.com



DRAWN BY: TEW	DATE: 10-9-2020
CHECKED BY: DLR	RELEASE: 0
PROJECT # 20248	SHEET: 1 OF 1

902004

1201902009

1201901008

1201902011

1201902010

1201901009

1201901010

WILLOWBEND DR

CHASEWATERBOR

1201901011

1201901012

1201901013

1201901017

1201901018

1201901019

1201901014

1201901016

1201901015

