

Anderson County Planning Commission

Wesley Grant, Chair, At Large
Scott Junkins, District #1
Brad Burdette, District #2
Steven Gilreath, District #3
Michael Burns, At Large

Will Moore, Vice-Chair, District #4
David Cothran, District #5
Jane Jones, District #6
Dan Harvell, District #7

April 08, 2025
Regularly Scheduled Meeting
6:00 PM

AGENDA

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Approval of Agenda
5. Approval of Minutes
 - A. March 11, 2025
6. Public Hearings:
 - A. Rezoning Request: Request to Rezone from R-A to R-20 to allow Single-Family Residential. Three and Twenty Road / 164-00-02-126 (**Council District 6**).
 1. Staff Presentation
 2. Property Owner Presentation
 3. Public Hearing – Citizen Comments
7. New Business:
 - A. Single- Family Subdivision: Evelyn's Landing, Pickens Drive. / 140-00-02-022 (**Council District 4**).
 1. Staff Presentation
 2. Developer Presentation
 3. Public Hearing – Citizen Comments
 - B. Single- Family Subdivision: The Summit at Covered Bridge, Shackleburg Road / 144-00-03-001 (**Council District 4**).
 1. Staff Presentation
 2. Developer Presentation
 3. Public Hearing – Citizen Comments
8. Old Business: None
9. Adjournment

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

ANDERSON COUNTY
PLANNING COMMISSION MEETING
MARCH 11, 2025

PRESENT:

WESLEY GRANT, CHAIRMAN
SCOTT JUNKINS
BRAD BURDETTE
STEVEN GILREATH
WILL MOORE
DAVID COTHRAN
JANE JONES
DAN HARVELL (ARRIVAL AT 6:46 PM)
MICHAEL BURNS

ALSO PRESENT:

ALESIA HUNTER
TIM CARTEE
HENRY YOUMANS
JOAN HOLLIDAY
SARAH LYONS
QUANESHIA HAMMOND

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1 WESLEY GRANT: Good
2 afternoon. Welcome to the March 11th Anderson County
3 Planning Commission. We're glad you're here tonight.
4 I'd like to call the meeting to order. And first on
5 the agenda, Mr. Gilreath is going to lead us in the
6 invocation and the Pledge of Allegiance. If you'll
7 please stand with me.
8 STEVEN GILREATH: Let us pray.
9 **INVOCATION AND PLEDGE OF ALLEGIANCE**
10 WESLEY GRANT: Thank you,
11 sir.
12 Next on our agenda tonight, we have approval of
13 our agenda. Do I have a motion to approve?
14 STEVEN GILREATH: I'll make a
15 motion.
16 WESLEY GRANT: Motion by Mr.
17 Gilreath. Got a second by Mr. Moore. All those in
18 favor, please raise your hand. Everyone is in favor.
19 Hopefully in your board packets, you had an
20 opportunity to see the meeting minutes from January and
21 February. We'll first entertain a motion to approve
22 the January board meeting minutes.
23 STEVEN GILREATH: I'll make a
24 motion.
25 WESLEY GRANT: Got a motion
26 by Mr. Gilreath.
27 BRAD BURDETTE: Second.
28 WESLEY GRANT: Second by Mr.
29 Burdette. All those in favor. It's unanimous.
30 Do we have a motion for the February Board meeting
31 minutes?
32 JANE JONES: So move.
33 WESLEY GRANT: Got a motion
34 by Ms. Jones. We got a second by Mr. Junkins. All
35 those in favor. It's unanimous. Thank you.
36 I would like to take an opportunity and introduce
37 Mr. Todd Flippin, our attorney for the Planning
38 Commission is with us tonight, representing Mr. Darwin,
39 who's unable to be here. Okay, I'm sorry he's over
40 here sitting. I thought you were sitting over there.
41 Thank you for being with us tonight. Welcome. We're
42 glad to have you, and look forward to you filling in
43 while Mr. Darwin's away. I think Mr. Darwin will
44 return in May, as I understand it. So thank you for
45 being with us.
46 I'd like to open up the public hearings. The
47 first item on the agenda is the adoption of the bylaws.
48 We didn't have anyone sign up to speak to that, but I
49 would like to open up the opportunity if anyone would
50 like to speak to the bylaws, feel free to come forward

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1 and state your name and address at the mic.

2 Seeing none, I would just like to mention to the
3 Planning Commission, if you didn't get a copy of the
4 newest bylaws, I just passed those out. The only
5 change made here is an update from nine -- from seven
6 members to nine members. For one reason or another
7 that hasn't been reflected in the bylaws.

8 And then we, also, to further state our interest
9 in hearing from the public, we did add into the public
10 hearing section that citizens will have three minutes
11 to speak in favor or in opposition to any project
12 related to that in public hearing.

13 So that's the only changes. There's really no
14 changes other than further clarification. So if I
15 could entertain a motion to adopt the bylaws. We have
16 a motion by Mr. Burdette. Do I have a second? We got
17 a second by Mr. Junkins.

18 I'd like to take this opportunity, before we vote,
19 to just ask if any Planning Commissioners have any
20 comments they'd like to make.

21 STEVEN GILREATH: I would, Mr.
22 Chairman.

23 WESLEY GRANT: Okay. Mr.
24 Gilbreath.

25 STEVEN GILREATH: I would like
26 to read Article Three, Membership. Number one, the
27 Commission shall consist of nine members appointed by
28 County Council. County Council shall consider members
29 based on their professional expertise, knowledge of the
30 community and concern for the future welfare of the
31 total community and its citizens. Members shall
32 represent a broad cross-section of the interest and
33 concerns within the jurisdiction. Just wanted to, just
34 wanted to say that. Thank you.

35 WESLEY GRANT: Yeah, it's
36 good to highlight that. Sometimes folks don't realize
37 that, and it's great to bring that forward. So thanks
38 for mentioning that.

39 Any other comments? All those in favor of the
40 motion to approve the bylaws, please raise your hands.
41 And it's unanimous. Thank you so much.

42 Next, under public hearings, we have a variance
43 request to subdivide parcels less than one acre located
44 on Harry Drive. And I'll turn it over to staff.

45 ALESIA HUNTER: Yes, sir,
46 thank you, Mr. Chairman. As mentioned, this is an
47 application for a variance amendment. This is three
48 parcels that are proposed, little under eight tenths of
49 an acre, .78 plus or minus, .78 and then .77. The
50 applicant is Sunny South Home Builders. He's also the

1 property owner. Located on Harry Drive. This is in
2 Council District Three. Acreage of the property is 2.5
3 acres. Property is currently unzoned. The intended
4 development will be residential, single families. And
5 again, they are requesting variance to be able to
6 subdivide that under the minimum one acre, because the
7 the ordinance has changed to require one minimum -- one
8 acre minimum.

9 Here's the findings of fact. The applicant in
10 2022 had some preliminary soil tests done on the
11 property to actually determine where the locations of
12 the septic systems and drain fields could be permitted
13 as required. And then, after confirming with DHEC, he
14 went ahead and purchased the property to purchase the
15 adjoining tracts A and B that's actually shown on the
16 site map. And then our records indicate that the
17 property was purchased in February of 2022.

18 After purchasing the property, he did hire a
19 surveyor to complete our survey, and that consisted of
20 eight lots, five lots are shown on tract B and were
21 approved by our office and recorded in 2022 and that
22 was under the half acre minimum requirement on March
23 24, 2025. And then four lots. And then one lot was
24 approved on May 2022. As you can see on the plat, the
25 remaining balance of the property left three lots
26 unrecorded. And then the new law changed to require a
27 one acre minimum. And this took effect in October of
28 2024.

29 Here's for your reference, new ordinance adopted,
30 Anderson County Ordinance 2024-031(D) states that lots
31 are required to be a minimum of one acre. We did
32 include a copy of the ordinance and a map for your
33 reference. And the applicant has submitted that as
34 well. And then he did go on to say that he was unaware
35 of the new changes of the ordinance, and that it would
36 create a hardship if he was unable to develop those
37 proposed lots as intended.

38 Here is the plat for the four tracts, for your
39 reference there, and you can see the size of them.
40 Here is the property in question. It's A-1. It's
41 highlighted for your, for your review there. Then this
42 is the plat that was approved for that other parcel
43 that was dated May 9, 2022.

44 Here is a sign that we posted. And then here's
45 the picture of it.

46 And this concludes your report, Mr. Chairman and
47 Commission. And the Commission has been given the
48 facts of the application and must determine if a
49 hardship exists from the property owner, and I believe
50 he's here for reference. Thank you.

1 WESLEY GRANT: Okay, thank
2 you, Ms. Hunter. Do we have anyone representing the
3 property owner that would like to speak? Okay? Please
4 come forward. State your name and if you can come to
5 the microphone for us, please, down here on the other
6 side. Yeah.

7 ALEX HANEY: Hi. I'm Alex
8 Haney, the contractor for Sunny South. Ms. Hunter
9 covered it pretty well already. We were, you know, we
10 were complying with the rules in 2022. These lots are
11 roughly eight tenths of an acre. We had five recorded
12 already; three remaining we were going to have
13 recorded. Didn't know there was a change until we
14 applied for it and then found out we couldn't get it
15 recorded.

16 So they're basically 100 feet wide, 350 feet deep.
17 They're pretty large lots, especially compared to a lot
18 of the adjoining land around us. If you look at the
19 tax plat or tax map, you can see that most of the lots
20 around us are same size, or most of them are much
21 smaller, actually. So I don't feel like it's hurting
22 anything or hurting anybody else surrounding us. We
23 just didn't know about the change in the ordinance, or
24 I would have had it recorded before the change went in
25 effect.

26 That basically summarizes it. If, I mean, if we
27 can't get the variance, then we'll, you know, we'll
28 have to have it re-surveyed, and we'll at least lose
29 one lot. So I guess that summarizes our side.

30 WESLEY GRANT: Okay, all
31 right, thank you.

32 ALEX HANEY: Any questions?

33 WESLEY GRANT: Any questions
34 from the Commission?

35 **SOMEONE SPEAKING BUT NOT INTO MIC**

36 ALEX HANEY: In 2022? I
37 wasn't aware of it, but I thought Ms. Hunter said it
38 was a half acre back then. Like I said, we were around
39 eight tenths, so I wasn't really concerned about the
40 minimum size at the time.

41 WESLEY GRANT: Okay, thank
42 you, sir. We will move to the public hearing citizen
43 comments. We have Ms. Kendall Cummings signed up to
44 speak. Thank you.

45 KENDALL CUMMINGS: My name is
46 Kendall Cummings. I'm at 4515 Keys Street. We do have
47 several owners here.

48 We're just concerned about infrastructure and
49 whatnot, with regards to when we start looking at
50 changing these lots, some of the infrastructure around

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1 is of a concern to us.
2 I purchased my property in July of this past year.
3 One of the key points to that was the size of the lots
4 around us and keeping them at that one acre level was
5 very important in making that decision. So I'm
6 concerned when all of a sudden I'm coming in and we're
7 asking to reduce both sides of those things.
8 I'm looking at Harry Street, Harry Drive, street
9 or drive, and concerned with railroad tracks. The
10 condition of the street drainage, to me, is an issue
11 out there. We saw that, obviously with Hurricane
12 Helene, but with all these other rains, and those are
13 some of the concerns that we have. So if we start
14 bringing in more and more and more, breaking the lots
15 down, smaller, smaller, smaller that it could create an
16 issue with those type of things.
17 WESLEY GRANT: I think we're
18 good. Thank you.
19 KENDALL CUMMINGS: Thank you very
20 much.
21 WESLEY GRANT: That concludes
22 the citizen comments. No one else had signed up. Does
23 the Commission have any questions for the property
24 owner, developer? If not, we'll entertain a motion.
25 MICHAEL BURNS: (Inaudible)
26 until that change went into effect, what was that lag?
27 ALESIA HUNTER: As Mr. Haney
28 mentioned, he had a plat and he wasn't aware that the
29 changes were coming, so it was -- he just had a plat
30 out there that was unrecorded.
31 MICHAEL BURNS: No, no, I'm
32 asking, so when -- so from the time that Council
33 approved the change until the time that the ordinance
34 was actually put into effect? Do we know that?
35 ALESIA HUNTER: Yeah, okay,
36 so the ordinance took effect on October 15, 2024. But
37 he had already prepared for the lots prior to that.
38 WESLEY GRANT: It was
39 approved on the third reading, correct?
40 ALESIA HUNTER: Yes, it was
41 approved on third reading on that date, October 15,
42 2024.
43 MICHAEL BURNS: That was the
44 approved -- third reading approval was ---
45 ALESIA HUNTER: Third Reading
46 is the approval of the ordinance itself. Yes, sir.
47 WESLEY GRANT: Any other
48 questions? If not, we'll entertain a motion.
49 STEVEN GILREATH: I'd like to
50 make a motion to approve.

1 WESLEY GRANT: We've got a
2 motion to approve by Mr. Gilreath.
3 MIKE MILLER: I'll second
4 Mr. Gilreath, Mr. Chairman.
5 WESLEY GRANT: We got a
6 second by Mr. Moore. Any discussion? All those in
7 favor of the motion, please raise your hand. All those
8 opposed. We have one opposed, Mr. Burns. Thank you.
9 Next on the agenda is old business. The first
10 item is a single family subdivision, Evergreen Heights,
11 tax map number 144-00-06-005.
12 And I'll turn it over to staff.
13 HENRY YOUMANS: Thank you, Mr.
14 Chair. On February the 11th, this project came before
15 the Commission and ended in a four/four tie. And it
16 was brought back tonight to resolve that issue.
17 Evergreen Heights is the name of the subdivision.
18 Twenty-eight property owners within 2000 feet of the
19 proposed development were informed by postcard. Is it
20 is a single family development. 24 Properties LLC is
21 the applicant. Gray Engineering is the engineer. It
22 is located on Evergreen Road. Council District Four.
23 And it is residential.
24 The current zoning is R-10. Tax Map number is
25 there for your reference. It is -- encompasses 5.39
26 acres. The number of lots is 16. There is no
27 variance, and it does not require a traffic study.
28 These are the proposed 16 lots, road frontage lots
29 as shown on the plat. This is the zoning aerial map
30 showing the R-10 zoning. This was the sign that was
31 posted in front the property. The project has met the
32 requirements in Chapter 48.
33 This is your report, Mr. Chair.
34 WESLEY GRANT: Thank you, Mr.
35 Youmans. Do we have representation for the developer
36 or property owner? Please state your name and address,
37 please.
38 JOSH BAKER: Good
39 afternoon, Planning Commission. Josh Baker, Gray
40 Engineering, 132 Pilgrim Road, Greenville.
41 We are proposing a 16 lot subdivision on 5.39
42 acres, which is just under three acres a lot
43 (verbatim). The parcel is zoned R-10, which is
44 entirely what we're doing. We're doing 10,000 square
45 foot lots, which is -- Anderson County ordinances
46 allows to do.
47 So the area is being planned for as residential,
48 with the houses -- with the zoning of the parcel as
49 well as surrounding parcels. So we're doing really
50 what's -- the community is meant for. It's on a state

1 road, so we've reached out to DOT. DOT does not really
2 have any concerns, but we will meet any requirements
3 DOT has when we apply for the encroachment permit.
4 We've reached out to water, sewer, Duke Energy, and all
5 have capacity for the area. All have welcomed us to
6 apply for permits. And if, if we get past Planning
7 Commission, we will apply for all those permits. We
8 are -- we will have to go before the staff of Anderson
9 County and DHEC for any stormwater concerns, so we'll
10 have to meet their strict regulations for any
11 stormwater and sediment control.

12 And I can answer any questions you guys have.

13 WESLEY GRANT: Okay, thank you.

14 Anyone have questions for the developer?

15 JANE JONES: I was going
16 through the letters that you got from utilities and
17 whatnot, and the letter from Hammond Water District
18 says, Please understand there will be offsite water
19 main extensions that will be required in order to
20 provide adequate fire protection. Is that -- are you
21 prepared to do what they're asking here?

22 JOSH BAKER: Yes, ma'am,
23 yeah. There's -- we'll need to extend the water main
24 down Evergreen Road in order to get to the development,
25 which is -- which will, in turn, help the surrounding
26 people around us with adequate fire protection and a
27 bigger line.

28 JANE JONES: The letter
29 here that, I guess it's from the county engineer, I
30 can't see right here, says, This letter does -- it's
31 signed by Timothy Haynes, Engineer. This letter does
32 not guarantee access to sewer or that the capacity can
33 be available when requested. Do you have any ---

34 JOSH BAKER: Yes, ma'am,
35 that's ---

36 JANE JONES: ---
37 verification of that?

38 JOSH BAKER: That's a
39 that's a typical letter from the sewer department.
40 It's just stating that once we apply for the permit, is
41 when they will review it. It's not, it's not saying
42 they don't have capacity. It's just saying that they
43 haven't ---

44 JANE JONES: I understand.
45 Just wanted to clarify that.

46 WESLEY GRANT: Ms. Jones, you
47 good with the questions?

48 JANE JONES: Yes.

49 WESLEY GRANT: Anyone else
50 have questions? If not, we'll entertain a motion. No

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1 one signed up. I'm sorry. No one signed up to speak
2 to the, to the development. So with that ---

3 HENRY YOUMANS: Mr. Chair,
4 just before you proceed with the motion, the sewer
5 letter is the standard letter of staff, and either the
6 developer will get with the stormwater department and
7 DHEC to see what needs to be done moving forward, if
8 they could get those permits.

9 WESLEY GRANT: Okay, okay.
10 Thank you for clarifying that. Anyone want to
11 entertain a motion on the project?

12 STEVEN GILREATH: I'll make a
13 motion on denial based on the school. We still haven't
14 -- we still have the same letter from School District
15 One.

16 WESLEY GRANT: Okay, we have
17 a motion to deny by Mr. Gilreath. Do we have a second?

18 JANE JONES: Second.

19 WESLEY GRANT: I have a
20 second by Ms. Jones? Any discussion? All those in
21 favor on the motion to deny, please raise your hand.
22 So the motion carries unanimously.

23 Next on the old business agendas is a single
24 family subdivision, Greystone, on Harris Bridge Road,
25 tax map number 119-00-06-006. And we'll turn it over
26 to staff.

27 HENRY YOUMANS: Mr. Chair, on
28 February the 11th, 2025 this project came before your
29 Commission. And it was brought up during the public
30 discussion that the letter to the school district had
31 been sent to the wrong district. So this was tabled on
32 a vote of seven to one, pending that response from
33 District Five. It was previously sent to District
34 Four.

35 And to clarify what District Five stated, this
36 comes from their communication officer Kyle Newton.
37 Anderson Five has reviewed the attached information.
38 The proposed development will be zoned for North Point
39 Elementary School. Additionally, our team is Anderson
40 Five and was very pleased to see the large lots in the
41 proposed development. We do not have any issues.

42 So that was the response from the school.

43 WESLEY GRANT: Okay.

44 HENRY YOUMANS: A hundred and
45 seven property owners within 2000 feet of the property
46 were notified. Greystone is the name of the
47 subdivision. It is a single family development. This
48 applicant is Hotel Charlie LLC. Gray Engineering is
49 the engineer. It is located on Harris Bridge Road in
50 Council District Four. Current land use is residential

1 R-20 zoning. It's 12.8 acres. The number of lots
2 proposed are 20. There is no variance and no traffic
3 study is required.

4 This is the layout for the proposal of the
5 subdivision. The tax map aerial map showing the area
6 in question of the parcel. The R-20 zoning map showing
7 the zoning for the entire encompassed area. And the
8 sign posted on the property for notification.

9 The project has met the requirements in Chapter
10 48. Mr. Chair, this is your report.

11 WESLEY GRANT: Thank you, Mr.
12 Youmans. Do we have anyone here representing the
13 developer?

14 JOSH BAKER: Josh Baker,
15 Gray Engineering, here on behalf of the developer.
16 We're proposing 20 lots on R-20. These are going to be
17 septic lots. We've reached out to DOT, reached out to
18 Hammond Water and Duke Energy, and all have said that
19 they have capacity for this.

20 We will meet any sort of stormwater and erosion
21 control measures that staff and DHEC requires us to
22 meet, per the law. And we will meet DOT standards, as
23 well, as this is on a DOT road.

24 Like Mr. Youmans has said, this has been sent to
25 District Five this time, and District Five is very
26 pleased with the lots.

27 Can answer any questions.

28 WESLEY GRANT: Do we have
29 any questions for the developer?

30 JANE JONES: You said
31 these were septic lots; correct?

32 JOSH BAKER: Yes, ma'am.

33 WESLEY GRANT: I may call
34 you back. Thank you.

35 We had one citizen sign up, Mr. Robert Taylor. If
36 you could please state your name and address, please,
37 sir.

38 ROBERT TAYLOR: My name is
39 Robert Taylor, 1704 Harris Bridge Road, and I'm just
40 down from where the development will be.

41 And I'm not sure, so I'm not -- I'm new to all
42 this. I've just recently moved to Anderson County as
43 well. But I'm not sure why there's not a traffic study
44 required. And somebody from the minutes from last
45 meeting, somebody came up and -- I think two people
46 actually spoke about the traffic the last time, and I
47 wasn't able to make the last meeting.

48 But anyway, that development is right on a curve
49 in that road, and it's very dangerous. Where my house
50 is is a blind hill. People come over there, coming in

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1 both directions, probably 50, 60 miles an hour,
2 regularly. I think the lady that was here before
3 reported like counting 40 cars, or 54 cars in six
4 minutes, or something like that.

5 So I'm just not sure about the traffic study and
6 why that's not required. But if you look at the curve
7 in that road there, it's where the entrance is going to
8 come out. It'd be very dangerous for the residents to
9 get in and out of that subdivision. And it currently
10 is further down where it's straight where the blind
11 curve is, is Fieldstone, and people have a really
12 difficult time getting out of Fieldstone, or people
13 turning into Fieldstone. I saw a car -- you know, I'm
14 standing in my yard, I hear brakes, the car is spinning
15 because he was going too fast, and somebody was turning
16 into Fieldstone, and he lost control of his car trying
17 to get stopped. So the -- coming off of that traffic
18 circle at Harris Bridge and Concord Road people just
19 get on the gas right there. Somebody almost ran into
20 the back of me last night for the road up the way of
21 just turning. There -- somebody in front of me was
22 turning and somebody almost ran into the back of me.
23 So I think there should be a traffic study done. I'm
24 just not sure why that wasn't required. That's all.

25 WESLEY GRANT: Thank you,
26 sir. That's all the citizens that had signed up,
27 Commissioners.

28 WILLIAM MOORE: I've got a,
29 I've got a question for staff. That's a, that's a
30 state road; correct? Harris Bridge is a state road;
31 correct? Okay, just making sure, because they're going
32 to regulate the curb cut and all that.

33 MICHAEL BURNS: And I had a
34 question too for the engineer. You will be able to get
35 your site distance for the driveway?

36 JOSH BAKER: Yes, sir, it's
37 a requirement from DOT that we maintain site distance.
38 They don't grant any variances on that. You have to
39 maintain it per the mile per hour on the road, which is
40 -- it's a calculation that they do where it's based on
41 speed and timing of the cars that are coming through.
42 And that's how they, they determine how much site
43 distance we need. So it's -- with a 45 mile per hour
44 road, it's somewhere around 400 feet. So we should
45 have plenty of site distance out there.

46 WILLIAM MOORE: Thank you,
47 sir.

48 WESLEY GRANT: Any other
49 questions from the Commissioners? Hearing none, I'll
50 entertain a motion on the project.

1 WILLIAM MOORE: Mr. Chairman,
2 looking at the, looking at the aerial maps, it's all R-
3 20. It's consecutive with everything around it. I'm
4 going to make a motion to approve. I'm sure if there's
5 a situation with sight distance once DOT looks at that,
6 they'll have to address that by their standards.

7 WESLEY GRANT: Thank you. We
8 have a motion to approve by Mr. Moore. Do we have a
9 second?

10 BRAD BURDETTE: Second.

11 WESLEY GRANT: We got a
12 second by Mr. Burdette. Any discussion? All those in
13 favor of the motion, please raise your right hand. All
14 those opposed. We have one opposed, Ms. Jones. The
15 motion is approved.

16 Next on the agenda is a single family subdivision,
17 Thomas Crossing. Tax map number 193-00-05-015. And
18 I'll turn it over to staff for their presentation.

19 TIM CARTEE: Thank you,
20 Mr. Chairman. One hundred twenty-nine property owners
21 within the 2000 feet of the proposed development were
22 notified via postcard.

23 And again, this is Thomas Crossing. It's a single
24 family development. The applicant is Secret Properties
25 LLC. Engineer of record is Ridgewater. And the
26 location and access is SC 81 which is state maintained,
27 Campbell Road and Pine Circle, which is county
28 maintained. This is in Council District Four.
29 Surrounding land use is residential. This area is
30 unzoned. Tax map is there for your viewing. It's 7.8
31 acres. They're asking for 12 lots. And no variance is
32 requested. And it does not require a traffic study.
33 These are all road frontage lots.

34 This is the proposed layout. You can see where
35 all the lotG will front to three -- two county roads
36 and one state road. There's the aerial. Here's the
37 signage required. This project has met the
38 requirements of Chapter 24 Land Use.

39 That's your staff report, Mr. Chairman.

40 WESLEY GRANT: Thank you, Mr.
41 Cartee. Do we have a developer here to speak? Okay.

42 WESLEY WHITE: Thank you,
43 Commission. Wesley White with Ridgewater Engineering
44 and Surveying here in Anderson on behalf of the
45 developer.

46 Just to reiterate what we talked about last time,
47 this is a 12 -- it's showing 12 lots. Stormwater
48 requires one of those to be designated as a detention
49 area, so net total will be 11. The reason for showing
50 12 gives us the option to figure out during the design

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1 process the best spot for that detention area. So the
2 net will be 11 total. It does meet all the
3 requirements of Chapter 24. We've reached out to all
4 the utility providers. Have no issues there. The DOT
5 has a couple -- will control a couple of the entrances,
6 and the county will control the other roads. They have
7 no issue as well.

8 When we were here last time, I think the biggest
9 issue that everybody had was the standard email that
10 School District One sent, which just highlights their
11 opposition to anything right now. What I've handed out
12 to you guys is some information that the local MLS
13 provides. But these are head counts over the last 10
14 years that school districts are required to provide.
15 So these are not numbers that are made up. These are
16 numbers that go to the state for Census accounting
17 purposes.

18 I've highlighted a couple of them, one being that
19 over the last 10 years, District One has grown by 1086
20 students. So that's about a third of what they
21 projected their growth to be of about 3000 students.
22 Additionally, the whole population of all five school
23 districts in Anderson County has only grown to around
24 200 students in the last 10 years. So I think the
25 biggest issue we have with the school districts, and
26 I've had conversations with the school district,
27 they've been in discussions the last seven months with
28 developers as far as how to address that is just their
29 lack of planning. It's my opinion, and it's not the
30 Planning Commission's, you know, position to, you know,
31 make decisions for this -- for the school board. This
32 is the only county that -- where the school board
33 interjects whether they agree or disagree with the
34 development. All other counties just simply note the
35 impact.

36 The last thing on the list is the thing that they
37 provided, that the number of houses needed to produce
38 one student in the last 10 years was 61, so that's a
39 lot lower than what we -- our calculations even have.
40 So we anticipate five students of all age levels from
41 this over the course of the build-out.

42 So we would appreciate your guys' support on these
43 11 lots and moving forward. Thank y'all.

44 WESLEY GRANT: Thank you,
45 sir. Anybody have questions?

46 STEVEN GILREATH: I have a
47 question.

48 WESLEY WHITE: Yes.

49 STEVEN GILREATH: So how many --
50 in School District One, how many -- and this might be

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1 -- this is probably a question you might not be able to
2 help, but how many vacant lots are there ready to build
3 on that we've approved in District One?
4 ALESIA HUNTER: What year are
5 you referring to, Mr. Gilreath?
6 STEVEN GILREATH: Ma'am?
7 ALESIA HUNTER: What years?
8 STEVEN GILREATH: I guess, I
9 guess the same as these, or the last three years --
10 what, the last two years, three years in District One?
11 WESLEY WHITE: The only way
12 I would know to answer that, I've looked into that to
13 try to figure that out as well, but the only way I
14 would know the answer that is to actually look at the
15 actual average building permits pulled. And as a
16 county, there's only been right around 1100 permit --
17 building permits pulled. So that's from their records.
18 STEVEN GILREATH: In the past
19 year?
20 WESLEY WHITE: On average
21 over the last three years.
22 JANE JONES: Mr. Gilbert,
23 are you asking how many have we approved?
24 STEVEN GILREATH: Yes, ma'am, in
25 the last ---
26 JANE JONES: That's what I
27 thought you said. Not how many actually are ---
28 WESLEY WHITE: Right. That's
29 what I said.
30 JANE JONES: --- under
31 construction, but how many have we approved and would
32 anticipate that they were going to be built.
33 WESLEY WHITE: Right. But
34 you -- going off the history of what's -- what building
35 permit -- what builders are -- how many building
36 permits builders are actually ---
37 JANE JONES: Or we would
38 just count how many we have voted here to approve.
39 WESLEY WHITE: Correct.
40 JANE JONES: It's got
41 nothing to do with permits.
42 WESLEY WHITE: Correct.
43 WESLEY GRANT: Okay, thank
44 you.
45 WESLEY WHITE: Thank you.
46 WESLEY GRANT: Any other
47 questions?
48 MICHAEL BURNS: You gave us a
49 statistic last time about figuring the number of
50 students per household.

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1 WESLEY WHITE: .44.
2 MICHAEL BURNS: I'm sorry?
3 WESLEY WHITE: .44.
4 MICHAEL BURNS: Okay. That
5 seems to disagree with this.
6 WESLEY WHITE: .44, like I
7 mentioned to Mr. Harvell last time, that's the -- like,
8 the national average that they use. I think that's
9 actually the number that when District One was doing
10 their impact study analysis, that's the number they
11 came up with as well. So it's also what Greenville
12 County uses. So it's a national average number that
13 they come up with. Definitely -- that's why I wanted
14 to highlight that this is much lower. The statistics
15 are actually much lower.
16 MICHAEL BURNS: Thank you.
17 WESLEY GRANT: Thank you,
18 sir. We had a few people sign up to speak. The first
19 is Blake Murphy. If you will please, state your name
20 and address, please, sir.
21 BLAKE MURPHY: Blake Murphy,
22 6129 Campbell Road, right across the street from the
23 proposed subdivision.
24 I had a -- there's two concerns equally are
25 bothering to me, is the traffic because there's one way
26 in Spearman. I said this last time. I don't know if
27 you guys paid attention to that. But there's one way
28 in to drop these kids off. They don't allow anymore on
29 Highway 8. It's all done on Campbell Road.
30 You guys, the number that Ms. Jones gave last time
31 said you guys have approved 1000 buildings that have
32 not broke ground yet for District One, and that's been
33 after the letter that was written to -- Mr. Burns
34 brought up to you guys last time that the begging --
35 the pleading, almost to the point of begging, to not
36 have any more houses built until they get this under
37 control.
38 I've talked with District One, and their concerns
39 are, numbers are based off of capacity of a cafeteria,
40 not classroom. So he says they're packing portals in
41 which they're going to continue to do to try to
42 accommodate these. I hate it's going to fall on
43 anybody, but we need to draw a line somewhere to help
44 this problem with the kids, the overcrowding of the
45 kids.
46 I mean, and plus the traffic. I mentioned last
47 time before I had -- I've had 12 wrecks, car rolls,
48 right there at my driveway since 2016. And I mean,
49 it's pretty brutal. I mean, nobody up there that
50 doesn't have to deal with it won't know that. But if

1 you come down and check it out, you'll see.

2 I think Anderson County does have to put in --
3 implement some infrastructure and get a ball rolling.
4 Because as far as School District One, Jeff Wilson's
5 the one I was speaking with, they have no site for new
6 construction yet for the school. Spearman is where I'm
7 concerned, because it's all -- you guys have allowed 36
8 homes to be built on Campbell Road that have not broke
9 ground yet, and you're going to try to pack in another
10 several houses.

11 So I just -- I think we're moving too quick. I
12 don't know if there needs to be a moratorium put in
13 place until we get this resolved, but there's a major
14 issue. And if -- I'd like to hear the letter, because
15 the school district, I mean, Mr. Burns made it very
16 clear that they were pleading, almost to the point of
17 begging, to just please stop, hold off. Let's get this
18 thing under control.

19 And I don't know why we haven't done it yet. I
20 don't know if the kids aren't that important to you
21 guys. But I just -- I feel there's urgency now to draw
22 a line. I hate it falling on this guy here, but to get
23 this thing figured out and understood.

24 I'd mentioned something about maybe putting a
25 circle there to help traffic, you know, a roundabout or
26 something. But it's terrible. I'm telling you, it's
27 terrible. One way in. You have to -- at Spearman
28 you've got to drive in, drop your kids off and pick
29 them up. You can't do it on Highway 8. And it is a
30 mess in the morning and afternoons. And then, plus the
31 overcrowding and putting our kids in portables, it's
32 just -- I think it's just getting a little too
33 outrageous. But at any rate, that's my concern.

34 I appreciate you guys listening. Thank you.

35 WESLEY GRANT: Thank you.

36 Next we have Phillip Cason.

37 PHILLIP CASON: Thank you for
38 having us here today.

39 And as he said, one of our greatest concerns is
40 the schools. And you do have a letter from Mr. Wilson.
41 I'm an educator. I taught in Anderson County for 15
42 years. He's never been a superintendent. He's never
43 been a classroom teacher that I know of. He does know
44 how schools and districts are run. And Mr. Murphy is
45 right. It isn't by the size of the classroom
46 necessarily, although that's important. We have kids
47 now being put in portables, which is an absolutely
48 horrible way to have to teach a classroom. I've done
49 it, I know. And they're going there now. Spearman is
50 already using portables.

1 Besides that, besides the schools, I spoke with
2 Brad Hart, who's our volunteer fire chief in that area.
3 I spoke with him at some length, and he's very grateful
4 to get a grant to get some new equipment, but he says
5 the equipment isn't the problem. It's the
6 infrastructure. He said it is not there.

7 We're building 37 -- 36, 37 new houses in a
8 subdivision right beside this subdivision he's wanting
9 to build. We don't have the infrastructure there for
10 it. Okay?

11 I am just very, very concerned about all this.
12 Campbell Road is not a maintained road. If you take
13 your car down there, you're going to need an alignment
14 after you go down Campbell Road. It's just a fact.
15 We're not prepared for this.

16 It is a swamp right behind where he's planning to
17 build. That's all I have to say. Thank you for
18 listening.

19 WESLEY GRANT: Thank you.

20 Next, we have Kelsey Lozko. I think I pronounced that
21 right. I'm sorry if I didn't.

22 KELSEY LOZKO: I live at 123
23 Smith Drive, right around the corner from (not speaking
24 into mic). I did not sign up to speak at last month's
25 meeting (not speaking into mic). I'm not against
26 development. I know it's coming, but I am for smart
27 and safe development practices. Concerned with this
28 project are the driveways on Campbell Road. Short
29 distance between 81 and Pine Circle does not seem
30 sufficient for three driveways. I'm not sure if
31 there's a minimum requirement from a major intersection
32 to a driveway encroachment. Are there site distance
33 requirements for county roads? And if not, I would
34 hope this is something the planning department would
35 look into (not speaking into mic). Is a shared
36 driveway not a better option for this development?

37 You've heard the concerns about the traffic in the
38 schools already, and I echo what my neighbors have said
39 in that regard. Thank you for your time.

40 WESLEY GRANT: Thank you.

41 That concludes the citizens' comments portion. Do the
42 Commissioners have any questions for anyone? Any
43 questions we need clarification on? If not -- Ms.
44 Jones.

45 JANE JONES: I was looking
46 for my letter from the water company. Is that -- have
47 they guaranteed service? There was something here that
48 they ---

49 WESLEY WHITE: Those
50 availability letters that are required will never

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1 guarantee anything until fees are paid. So it just
2 says, water's adequately available. So we've had some
3 behind-the-scene discussions with them, and have no
4 issues with water.

5 WESLEY GRANT: Any other
6 questions? If not, we'll entertain a motion on the
7 project.

8 JANE JONES: I make a
9 motion to deny based on the fact that the
10 infrastructure is not in place. It was pointed out by
11 the different people that spoke, the roads and the
12 schools and we don't have any information on how close
13 these volunteer fire departments are to needing another
14 engine. It's based on population that they serve, and
15 we haven't -- I haven't seen any information on that,
16 so I don't know, you know, how that's holding out, but
17 I just don't think the infrastructure is in place for
18 another subdivision.

19 WESLEY GRANT: Okay. We have
20 a motion to deny by Ms. Jones. Do we have a second?

21 STEVEN GILREATH: I'll second.

22 WESLEY GRANT: We have a
23 second by Mr. Gilreath. Any discussion? All those in
24 favor of the motion to deny please raise your hand.
25 All those opposed to the motion. Mr. Moore is opposed.
26 Mr. Burdette, you were in favor of the motion?

27 BRAD BURDETTE: Yeah.

28 WESLEY GRANT: Okay. So the
29 project's denied.

30 That concludes old business.

31 Now we'll move on to new business. First one is
32 single family subdivision, Riverdale on Von Hollen
33 Drive. Tax map number 213-00-07-001. I'll turn it --
34 I'm sorry, last three digits are 012. And I'll turn it
35 over to staff.

36 TIM CARTEE: Thank you,
37 Mr. Chairman. Eight hundred and eighteen property
38 owners were notified within 2000 feet for this proposed
39 development via postcard. The name is Riverdale. This
40 development, the intended development is single family.
41 The applicant is Von Hollen Investments LLC. Engineer
42 is Freeland & Associates. Location access is off of
43 Von Hollen Drive, which is county, and Three Bridges
44 Road which is maintained by state. It's in Council
45 District Six. Surrounding land use is residential.
46 This area is unzoned. It's 82.79 acres. And proposed
47 with 52 lots. No variance is required -- or no
48 variance is requested. And traffic impact analysis
49 does not require a traffic study.

50 Here's the propose layout for the development.

1 You can see that some lots will come off of Three
2 Bridges, and the majority of lots will come off Von
3 Hollen. Here's an aerial overview. Here's a sign that
4 was posted for this development.

5 This project has met the requirements of Chapter
6 24 Land Use. That is your staff report.

7 WESLEY GRANT: Thank you, Mr.
8 Cartee. Do we have a property owner representative
9 here?

10 KEVIN TUMBLIN: Hey. Good
11 evening. Kevin Tumblin with Freeland & Associates.
12 I'm the engineer on the project. Property owner is
13 here as well. He's owned the property for 28 years.

14 Eighty-three acres, 52 homes. About 50 percent of
15 the property is in common area. And of that 50
16 percent, 35 acres will be open space, which is mainly
17 wetlands, flood plain and buffer. So there's a good
18 chunk that'll be undeveloped. All the lots are half
19 acre or larger. And they'll be septic tanks. Our
20 density is less than one acre -- one unit per acre.
21 Just want to point out, if this was a sanitary sewer
22 project, it'd probably be closer to 130 lots, maybe
23 more if it was town homes. So again, keeping it under
24 one unit per acre.

25 We've got two distinct phases, as mentioned, 11
26 lots coming off of Von Hollen and the rest -- off of
27 Three Bridges, the rest coming off Von Hollen. But Von
28 Hollen will have two access points, so we have three
29 connections to state road and county road, so that
30 should help to disperse traffic.

31 We're dedicating approximately three acres to the
32 DOT in Anderson County for road right-of-way, cleaning
33 that up. We've got 40 foot setbacks on both existing
34 roads, so a good bit of that existing tree canopy will
35 be preserved and saved. Not asking for any variances
36 or special exceptions. Utilities are all in place and
37 adequate.

38 And then the last thing I'll add is one of the
39 Hornbuckle neighbors asked me about stormwater runoff.
40 So I told him, there is a portion of our site that
41 drains into that development, but because of the way
42 we're doing it, we'll have to capture that water and
43 divert it to the detention ponds on our site. So
44 hopefully it'll improve their situation. That's all
45 I've got.

46 WESLEY GRANT: Okay, thank
47 you. Do we have any questions for the developer? We
48 may call you back.

49 We had several to sign up. Just remind everyone
50 we want to be respectful of everyone's time. So please

1 be reminded we have three minutes to speak.

2 The first person is Dan Curry.

3 And Ms. Hunter, let it be known for the record
4 that we're glad to have Mr. Harvell join us. He's
5 attending with us now.

6 ALESIA HUNTER: Thank you.

7 DAN CURRY: Good evening,
8 and thank you for the opportunity. My name is Dan
9 Curry. I live in 116 Hornbuckle.

10 My property backs up to this property. And I'm
11 the homeowner that was, among other things, worried
12 about the drainage. That water flows downhill and it
13 will flow right onto my property. We already have an
14 issue with stormwater running off in the backyards,
15 across those property lines, washing out everything in
16 the backyard. And we obviously have seen that. I've
17 got some videos, if you care to see them, from the
18 recent storms. So how that gets engineered is going to
19 be absolutely critical to me, as I watch this come
20 forward, if it actually does come forward. So that is
21 definitely one of the major issues I'm worried about,
22 is how they can possibly -- because the water is not
23 going to flow uphill. So there's either going to have
24 to be a pump station to get that storm water up to get
25 to, to get to where those ponds are, because it's just
26 not going to flow that way. There's no other place for
27 it to go other than on my property or my neighbor's
28 property.

29 The other thing, I've been in this house for 26
30 years. I've been a resident there since 1999, so I've
31 seen a lot there. The other thing I'd like to say is
32 the condition of Von Hollen Road is not in any
33 condition to handle any more traffic. When the
34 Caledonia subdivision was put in, it became a major cut
35 through. It can't handle that traffic right now. Two
36 cars can barely pass each other on that road. It's
37 basically reverting to a cow path. It's a county road.
38 Now I know that they did recently do a lot of patchwork
39 on it, but it's in very, very poor shape. I did look
40 at the letter from the South Carolina DOT that was in
41 the packet, and it does say that they did not go to the
42 site. And so I'm very concerned about that road. And
43 this development would need to address that road for
44 sure.

45 And then the final thing that I'm worried about is
46 the septic loading, adding another 52 homes in the --
47 to loading in the area, which then does flow down to a
48 swamp area and a wetland area. That's all the -- it's
49 all red clay. The land does not perk at all. So
50 what's going to happen with the septic loading and the

1 ability to handle that sewage in that development? It
2 doesn't make sense to me, and I am, I am a 35 year
3 environmental engineer, so I have some thoughts on that
4 as well, in terms of the ability to actually make that
5 happen. Those are my concerns.

6 WESLEY GRANT: Thank you.
7 Next we have Kevin Tumblin. Okay, thank you.

8 David Weiss. Okay, no? Shannon McCombs.

9 SHANNON MCCOMBS: I'm Shannon
10 McCombs. I live 131 Von Hollen Drive.

11 I stand before you as a concerned resident, former
12 educator and, most importantly, a parent. The proposed
13 subdivision will shape the future of Powdersville, and
14 not for the better.

15 First, let's talk about safety. South Carolina
16 has the highest rural road fatality rate in the nation,
17 despite making up just five percent of those state
18 roads, rural roads account for 60 percent of those
19 fatal crashes.

20 Now think about our narrow two lane roads, if you
21 can call them that, never built for high traffic. Von
22 Hollen Drive and Three Bridges Road are already among
23 the most hazardous in Powdersville. Von Hollen, once a
24 quiet neighborhood road, is now dangerously congested.
25 Three Bridges Road backs up daily, leaving families
26 stuck in a gridlock just to get school -- to school and
27 work.

28 And then there's emergency response. Powdersville
29 isn't an incorporated town, meaning we lack the
30 dedicated fire and police support that a development of
31 this size requires. Our system is already stretched
32 thin, and if we add hundreds more residents, how will
33 we keep people safe?

34 Overcrowding in our schools is another crisis. As
35 a former middle school teacher, I had 36 students
36 crammed into a classroom so tight we didn't have space
37 enough for desks. Yet despite our rapid development,
38 we have seen our tax dollars improve infrastructure or
39 expand school capacity beyond what's already been
40 implemented. If we're already maxed out, how can we
41 justify adding more families? We just can't. It's
42 irresponsible, it's unsafe, and it's a disservice to
43 our current and future students.

44 Powdersville is known for open spaces, a small
45 town feel, but once that land is gone, it's gone
46 forever. We continue to do unchecked development, we
47 risk becoming just another over-developed, congested
48 area.

49 Beyond safety, what about our privacy? My House
50 specifically, and others around me will have

1 headlights, dozens of them, if not hundreds of cars
2 will invade my living room and family space, because
3 those entrances are going to be directly across from my
4 home.

5 That will -- also now I'd like to just bring up
6 the issue even closer to home. Literally, imagine
7 sitting in your living room only for a car to speed out
8 of control and crash into your yard just feet from your
9 child's bedroom. This is not a hypothetical situation
10 for me. It happened on Von Hollen Drive, where I
11 reside. A car lost control on an already very
12 dangerous road, and veered off into my neighbor's yard,
13 through our driveway, and the only thing that prevented
14 that vehicle from crashing into my daughter's bedroom
15 were those trees. I'm sorry. I didn't know I'd get
16 emotional. My neighbor and I were incredibly lucky
17 that our children were not outside playing at that
18 moment. But luck is not a safety plan. Luck will not
19 protect our families from the increased dangers that
20 this subdivision will bring, and how long until our
21 luck runs out. This isn't just about houses. It's
22 about protecting the people who already live here, the
23 families who have built this community and trusted you
24 to safeguard it.

25 Let's pursue smart, sustainable growth that
26 strengthens, not weakens Powdersville. I urge you to
27 vote against this subdivision and stand with the
28 residents who call this place home. Thank you.

29 WESLEY GRANT: Thank you.
30 Paul Nichols.

31 PAUL NICHOLS: Mr. Chairman
32 and Board, thank you for this opportunity. I stand
33 before you as a concerned resident of Hornbuckle
34 community, which borders this land in question. My
35 name is Paul Nichols, 129 Hornbuckle Drive.

36 Many of my neighbors and I are deeply concerned
37 about the impact this development will have on our
38 already strained infrastructure. Proper
39 infrastructure is critical and our roads are already
40 inadequate for current traffic, let alone the addition
41 of so many new homes. Many of us already sit in long
42 lines at the stop signs on Three Bridges trying to get
43 to school and work on time.

44 The county needs to prioritize road improvements,
45 such as widening roads, adding traffic lights and/or
46 roundabouts and upgrading street lights before
47 approving any further developments. We need
48 infrastructure that can keep pace with the population
49 growth. Without these upgrades, traffic will become
50 even more chaotic, leading to delays, safety concerns

1 and possibly even deadly accidents.

2 We are also concerned about our water
3 infrastructure. Water pressure is already low, and we
4 fear this will worsen with the addition of 50 or more
5 homes. What assurance can you give us that our current
6 water infrastructure can support the increased demand?

7 The burden on our schools, has already been
8 mentioned, is another pressing issue. Our schools are
9 already overcrowded, and adding more homes will only
10 worsen this problem, especially when considering the
11 increased traffic during school and work hours. This
12 is a -- is there a plan for expanding our current
13 schools or building new schools to accommodate the
14 growth in population? Overcrowding in schools should
15 be a significant concern for this board, as it directly
16 impacts proper education and the well-being of our
17 families and children.

18 I also want to address some environmental
19 concerns. What will happen to our natural wetlands,
20 the clearing of land and trees, the addition of
21 impervious services, septic tanks are all bound to have
22 devastating impact on our wetlands. This new
23 development will continue to drive wildlife like
24 coyotes into our neighborhood. These wetlands are
25 vital for our local biodiversity, and water quality.
26 Disrupting them could further damage our already
27 fragile water systems.

28 The lack of adequate roads, burdened water
29 systems, crowded schools and strained emergency
30 services will only worsen unless there is a plan to
31 address these issues.

32 I am not opposed to growth. As the owner of
33 Upstate Granite Solutions, my livelihood and that of my
34 50 employees depends on growth, but I must ask what is
35 being done to upgrade our current existing system and
36 to ensure it can handle this new development.

37 In conclusion, I urge you, the Commissioners, to
38 consider the long term impact of this development.
39 These issues cannot be ignored. We need to prioritize
40 the health and safety of our community and slow the
41 development until we have a clear, comprehensive plan
42 for improving our infrastructure.

43 I thank you very much for your time.

44 WESLEY GRANT: Thank you.
45 And I'm going to need some help here. The next name is
46 starts with K-D-I -- thank you. Thank you.

47 KATHLEEN DIPASQUALE: Good evening.
48 My name is Kathleen DiPasquale. I received one of
49 these postcards about this development.

50 I think it goes to say that obviously you sit

1 here, if not, you've seen hundreds or thousands of
2 people who keep coming and begging for you to build in
3 a responsible way. And ultimately, your decision,
4 especially the first decision, the first reading
5 actually sets off a major change of events that
6 ultimately become very detrimental to the society and
7 the individuals' quality of life, that you approve each
8 time you give a -- vote for yes.

9 You know, it was very disheartening to see a
10 developer who I've had personal conversations with
11 before at other meetings, say that this is the only
12 county that's taking the schools into consideration.
13 And you know what, I would have to say shame on them.
14 I applaud you guys for actually taking a look at how
15 these decisions are affecting the next generation of
16 students.

17 First of all, if you want to say that they're not
18 pumping a lot of money into the mental health crisis,
19 clearly, I can see how they're doing it, because we
20 just keep dehumanizing our kids and looking at them as
21 collateral and data mining collections, as opposed to,
22 you know, these developers are making tons and tons of
23 money by pushing development after development after
24 development all at the demise of the quality of life
25 that they leave behind.

26 You know, it's okay for someone to sell their
27 property, but there are other circumstances. There's a
28 reason this is being brought to a board. You are the
29 first line of defense. You're the local control. And
30 it's supposed to be the local control taking
31 consideration of what the people -- we the people are
32 telling you we can't sustain. I mean, safety issues
33 are a huge thing. Von Hollen is the county road. The
34 patchwork is ridiculous. It's a huge, steep hill that
35 I have to pause every single time that I cut through
36 there, as well as all the other hundreds of cars that
37 cut through there.

38 You know, also every time they come up and they're
39 saying that each house is only going to produce .44 of
40 a kid. I mean, common sense, that's ridiculous. We're
41 going to have less than half of a kid in 52 homes. I
42 mean, these are multi -- they're single family homes,
43 but what do they have? 3, 4, 5 bedrooms? A single
44 parent -- a couple is not moving into a multiple
45 bedroom home with less than half a child.

46 And then to come back to your school issues,
47 Concrete -- this is going to be Concrete Elementary.
48 They already have the portables in the back, and
49 they're building a new school just to accommodate the
50 overflow that they have into their portables. I mean,

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1 we have to really start thinking about how these
2 decisions set off a chain of events. It's like a row
3 of dominoes sitting in front of you, and you are the
4 first domino to set off a catastrophic chain of events.
5 I mean, you guys all got to grow up in free land and
6 out and playing, and yet you're making decisions so
7 people can profit off of the demise of children not
8 having the opportunities that you were given as a
9 child. You're stripping them of a lifetime of
10 happiness and just congesting everybody. And, I mean,
11 there was a ---

12 HENRY YOUMAN: Time.

13 KATHLEEN DIPASQUALE: ---

14 development that just burned ---

15 WESLEY GRANT: Thank you.

16 KATHLEEN DIPASQUALE: --- because it
17 was too dense.

18 WESLEY GRANT: That's time.

19 Thank you.

20 KATHLEEN DIPASQUALE: Thank you for
21 considering the kids.

22 WESLEY GRANT: Next we have

23 Ashby Burrows. You're not speaking? Okay. Brent

24 Powell. Brent Powell. Michael Dent.

25 MICHAEL DENT: Good evening.

26 My name is Michael Dent. I live at 101 Tall Oaks
27 Court, and I appreciate the opportunity to speak to
28 you.

29 I really don't know what else I could say above
30 what's already been said tonight. You had the
31 emotional plea of a mom about the safety of her child,
32 the arrogance to say that you should not take into
33 consideration the needs of the schools. To me that's
34 just arrogant to say something like that.

35 It was brought up that the kids are already in
36 portables. Let's talk about the safety of the schools
37 for a second. The portable -- or the schools
38 themselves provide safety features. When you go into a
39 school, you have to check in through the office, you
40 have to go through and be checked out and make sure
41 you're okay. You can walk up to a portable right now
42 without going through the checkpoints, because the
43 schools are overcrowded right now. Those kids are not
44 afforded the same safety precautions that the rest of
45 them are. It is not the fault of the school. They
46 don't have a place to put those portables, so they have
47 to put them on campus somewhere. But they do the best
48 they can.

49 The traffic. Von Hollen is a horrible road. It's
50 been said two cars can't pass by simultaneously without

1 one of them taken off road. That's a fact. Why
2 there's not a traffic study been done is beyond me.
3 Point four four, I believe, was the number of children.
4 Not the numbers that I saw. Average home has 2.3, is
5 the average in South Carolina from what the data is out
6 there. Each home adds an average, according to the DOT
7 website, of 10 trip -- road trips per day, per house.
8 That's a lot of road trips on Von Hollen right there.

9 Okay, I'm in the insurance industry. I get to see
10 a lot of claims on a regular basis. The frequency and
11 severity of auto accidents is on the rise. You put
12 more roads on -- more people on the roads, those are
13 going to continue to escalate. We do not have the
14 safety feature or the safety services out there. We're
15 unincorporated. We don't have the continuous presence
16 of law enforcement on these roads to act as a deterrent
17 to speeding and reckless driving. So we have to
18 contend with that ourselves. We have a volunteer fire
19 department. They responded to over 601 calls last
20 year. Volunteers. The vast majority of that was for
21 traffic accidents. So do we really need more traffic
22 on these roads? No, we don't. I can tell you that,
23 having looked at the claims, looked at the situations,
24 looked at the lives that have changed because of
25 accidents. I could promise you we don't need that
26 additional traffic yet. We need infrastructure, is
27 what we need.

28 I'm all for development, but I want it to be
29 responsible development. We're putting the cart way
30 before the horse in this situation. We need the
31 infrastructure first, we need the safety and services
32 to be updated, and then we can take a look at continued
33 development.

34 HENRY YOUMANS: Time.

35 MICHAEL DENT: Thank you for
36 your consideration. Thank you for taking care of the
37 children and considering what the schools need.

38 WESLEY GRANT: Thank you.
39 Carol Johnson.

40 CAROL JOHNSON: Hello. My
41 name is Carol Johnson. I'm at 103 Equestrian Trail.
42 And I love that people have come to speak up. I think
43 this is really great what people are saying. They live
44 right there on Von Hollen. They live right there on
45 Three Bridges. To have houses -- the driveways right
46 -- going right onto Three Bridges is probably a little
47 bit dangerous, because that is sort of a heavily
48 traveled road.

49 One thing that hasn't been brought up to my
50 knowledge is, when I moved into my subdivision, there

Anderson County - Planning Commission Meeting - March 11, 2025

1 was a grave site in one of the pieces of property, and
2 it wasn't really identified. And so that person
3 actually is living with two graves in their backyard.
4 But could that be -- has that been studied? Has that
5 -- because this is a really old home, big piece of
6 property. Question is has it been, has it been
7 studied?

8 Not opposed to the size of lots, if it does go
9 through, because they will be on septic tank. But
10 somebody brought up percolating, does this -- does the
11 lot perk? And that's really important, because if it
12 doesn't perk, you can't put a septic tank in it.

13 The only other thing I really wanted to talk
14 about, because a lot of it's been discussed already, is
15 riparian buffers. This has got a really big, really
16 big flood zone, flood plain, and I haven't heard
17 anybody talk about riparian buffers going around the
18 flood plain, separating that area from the houses. So
19 we have wildlife. The wildlife constantly happen to be
20 displaced. Can there be like a 75 foot riparian buffer
21 built into the codes, built in the UDO or the
22 ordinances to get these animals from one forest that
23 used to be there, to the next forest that used to be
24 there. I would look to see some kind of protections in
25 place for them.

26 Also the riparian buffers are protection for the
27 ecosystem and wildlife and the existing waterway
28 floodplain, because it traps the contaminants and the
29 pollutants from the land, from the land scraping that's
30 being done by the subdivision from running into the
31 protected flood plain. So I think that's important
32 from an ecosystem perspective.

33 And last question is, I'm seeing that a traffic
34 study is not required, but I thought in the January 14
35 meeting that I attended that a traffic study was
36 required for these subdivisions. So has there been a
37 rule change? Why are traffic studies not being
38 required? Because that's huge. So could somebody look
39 into that and kind of address why there are no traffic
40 studies that are being required, because I thought
41 y'all said that they were required, but they weren't
42 being performed. The ones that were performed were
43 underperforming. So that's a big deal.

44 WESLEY GRANT: Thank you.
45 That concludes the comments from the citizens. Do we
46 have any questions of the developer, Commissioners?
47 Any questions?

48 JANE JONES: I passed out
49 some copies of the plat because I didn't know if
50 everybody received their packet. There was a hold-up

1 on everybody getting them. But if you'll look at it,
2 you can see, I just wanted you to summarize what they
3 were saying about the location. It's really two
4 subdivisions that's split with that creek that runs
5 through there. I mean, it's two different sections,
6 and you can't go from one to the other because of that
7 creek. You have to go around onto that road they
8 mentioned, Von Hollen, and back into the other side if
9 you need to be going to all parts of the subdivision,
10 like the mailman or somebody, you've got to go out and
11 back in. Three Bridges Road they're talking about,
12 I'm very familiar with that. I travel it every day.
13 It goes from 153 over to 86. So you can imagine
14 there's a lot of traffic there. And directly across
15 the road is Caledonia subdivision that has hundreds of
16 houses. I don't remember how many. And beside it is
17 Carriage Hill, which has hundreds of houses. And
18 beside this subdivision is Rose Hill, which also has
19 hundreds. I don't know how many houses are in these
20 three subdivisions. It's a lot, that's all.

21 But I'm just wanting to make a point. There's a
22 lot of traffic coming in and out right there at that
23 one spot. And Von Hollen is barely a road. It goes
24 downhill and back up and down at the bottom is where
25 the creek is.

26 But I have a real concern from looking at this
27 information that I have about what's going to happen
28 with the water runoff. Right now, it's all in pasture,
29 and then when that thick grass is gone, that water is
30 going to run to that creek, in my mind. I'm not an
31 engineer, but that's going to run downhill into that
32 creek from both sides. And the lady from Hornbuckle
33 said it was also running back the other way toward
34 Hornbuckle.

35 And these 52 septic tanks are of concern to me
36 with that topography I just mentioned. This water's
37 got to go somewhere too. And I live on down Three
38 Bridges Road, and the granite that's in Stone Mountain
39 is not real deep under this property that runs all down
40 through there, and so it makes drainage a problem. But
41 I'm just real concerned about how that, how that's
42 going to go since the land slopes the way it does. And
43 you're not going to be able to change that. There's a
44 pretty steep slope on both sides down to the creek.

45 But I don't know if that can -- any of those
46 problems can be addressed. And this traffic, of
47 course, is an issue. Von Hollen is just barely a road.

48 But those are my concerns.

49 WESLEY GRANT: Thank you, Ms.
50 Jones. Would the developer be interested in speaking

Anderson County - Planning Commission Meeting - March 11, 2025

1 to some of those concerns that were mentioned?

2 KEVIN TUMBLIN: Yeah, just a
3 couple of things. The stormwater, I mean, we
4 absolutely can capture the stormwater on our site,
5 divert it away from Hornbuckle, get it into detention
6 ponds. And she's right, it will go through the flood
7 plain, but we can keep that water from leaving the
8 site. We absolutely can do that.

9 On the septic tank issue, if the lots don't perk
10 we can't do it. That's governed by DHEC. So 52 lots
11 becomes 40 lots, or 20 lots, or 10 lots, or whatever.
12 I mean, you just -- if the soil is bad and it won't
13 work, we can't do it. So, you know, that's the fix for
14 that question.

15 As far as the wetlands, all the wetlands are being
16 preserved. That was something I mentioned early on.
17 There's 38-- 35 acres of open space. None of the
18 wetlands are being touched, none of the flood plains
19 are being touched, and we have buffers on the wetlands
20 and the flood plain. So that's being addressed.

21 As far as the schools, I didn't, I didn't say
22 anything about the schools. I haven't heard from staff
23 that there's a problem here. Maybe there is. But I've
24 got four kids, so I'm concerned about the schools too.
25 But some of the stats that they were quoting didn't
26 come from me, so just want to make sure you guys know
27 that.

28 And then the big picture questions about roads in
29 Anderson County, I can't really address that. Those
30 are questions for the state or Anderson County.

31 WESLEY GRANT: Fair enough.
32 Thank you.

33 Any other questions from the Commissioners? If
34 not, we'll entertain a motion on the project.

35 JANE JONES: I make the
36 motion to deny the project based on what I've said
37 about the inadequacy of the infrastructure. That's
38 including all phases of it, the schools, the roads, the
39 emergency service, all the different types of
40 infrastructure.

41 WESLEY GRANT: Okay, we have
42 a motion by Ms. Jones to deny. Do we have a second?

43 SCOTT JUNKINS: Second.

44 WESLEY GRANT: We have a
45 second by Mr. Junkins. You do that? Mr. Junkins had a
46 second. Any discussion? All those in favor of the
47 denial, the motion to deny. Any opposed to the denial.
48 So we have one opposing the denial, and that's Mr.
49 Burdette. The motion -- the project is denied.

50 Last on our agenda is always here, is for public

Anderson County - Planning Commission Meeting - March 11, 2025

1 comments for any non-agenda related item. Would anyone
2 like to address the Commission based on any non-agenda
3 related item?
4 Seeing no one, at this point, I think, Ms. Hunter,
5 I think it's our moment in the agenda where we adjourn.
6 Do we have an motion to adjourn?
7 STEVEN GILREATH: So moved.
8 WESLEY GRANT: We have a
9 motion by Mr. Gilreath. Do we have a second?
10 WILLIAM MOORE: Second.
11 WESLEY GRANT: Mr. Moore has
12 a second. All those in favor of adjourning.
13 Thank you.
14
15

MEETING ADJOURNED AT 7:13 PM

Anderson County Planning Commission
Staff Report-Rezoning Request from R-A Zoning to R-20 Zoning
April 8, 2025

Applicant: K and P Land Holdings

Current Owner: Same as noted

Precinct: Three and Twenty Precinct

Council District: Six (6)

TMS#: 164-00-02-126

Acreage: +/- 11.00 acres

Zoning History: Ordinance # 2008-018 was approved by County Council on August 19, 2008, adopted to designate R-A and R-20 Zoning for the precinct.

Current Zoning: R-A (Residential Agricultural)

Requested Zoning: R-20 (Single Family Residential District)

These residential districts are established as areas in which the principal use of land is for single-family dwellings and for related recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area. The regulations for these districts are intended to discourage any use which, because of its characteristics, would interfere with the development of or be detrimental to the quiet residential nature of the area included in the districts.

Surrounding Zoning: North: R-A
South: R-20
East: R-A
West: R-20

Current Land Use: Use map (2016) indicates Agriculture use.
Future Land Use: Use map (2016) indicates Residential use.

Evaluation: To create an upscale 17- lot single-family housing development

Public Outreach: Staff hereby certifies that the required public notification actions have been completed on March 21, 2025 as follows:

Rezoning notification postcards were sent to 275 property owners within 2,000' of the subject property.

Rezoning notification signs posted on subject property.

Planning commission public hearing advertisement published in the Independent Mail.

Staff Assessment: At the Planning Commission Meeting during which the rezoning is scheduled to be discussed, staff will present their report for consideration by the Planning Commission and their findings will be forwarded to County Council for consideration.



Rezoning Application

Anderson County Planning & Development

2/24/2025
Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: KAND P LAND HOLDINGS
Mailing Address: 113 CARDINAL WOODS WAY EASLEY SC 29642
Telephone: 864-483-7786
Email: KIMBERLYKRAVETS879@GMAIL.COM

Owner's Information (If Different from Applicant)

Owner Name: SAME
Mailing Address: _____
Telephone: _____
Email: _____

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

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning:

Kimberly A. Kravets

February 24, 2025

Owner's Signature

Date

Project Information

Property Location: 00 Three and Twenty Rd
Parcel Number(s)/TMS: 164-00-02-126
County Council District: 6 School District: DISTRICT 1
Total Acreage: 11 Current Land Use: _____
Requested Zoning: R-20 Current Zoning: R-A
Purpose of Rezoning: 17-Lot Subdivision - High end develop

Are there any Private Covenants or Deed Restrictions on the

Yes

No

Property? If you indicated no, your signature is required.

Kimberly A. Klorer

February 24, 2025

Applicant's Signature

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.

Additional Information or Comments: _____

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (IZOD, PC, PD, POD, RRD), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 48 of the Anderson County Code of Ordinances for further information regarding submission requirements.

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Development office.

Kimberly A. Klorer

February 24, 2025

Applicant's Signature

Date

* A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. *

For Office Use Only:

Application Received By: _____

Complete Submission Date: _____

Commission Public Hearing: _____

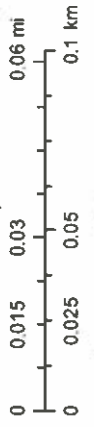
Council Public Hearing: _____

Anderson County



March 24, 2025

1:1,977

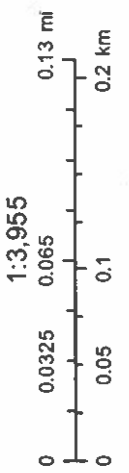


ESRI, Highland Mapping, and Anderson County GIS

Anderson County

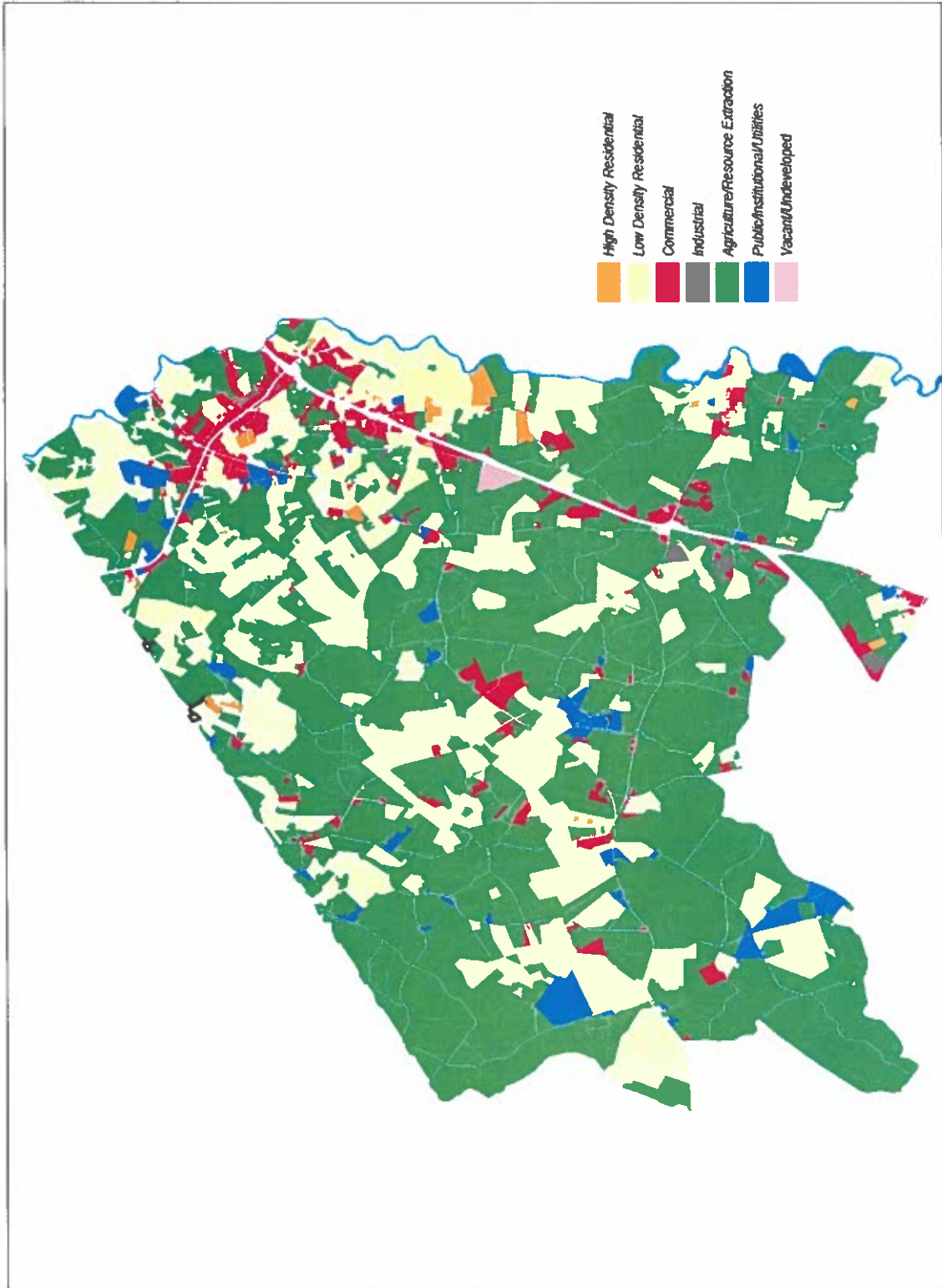


March 24, 2025



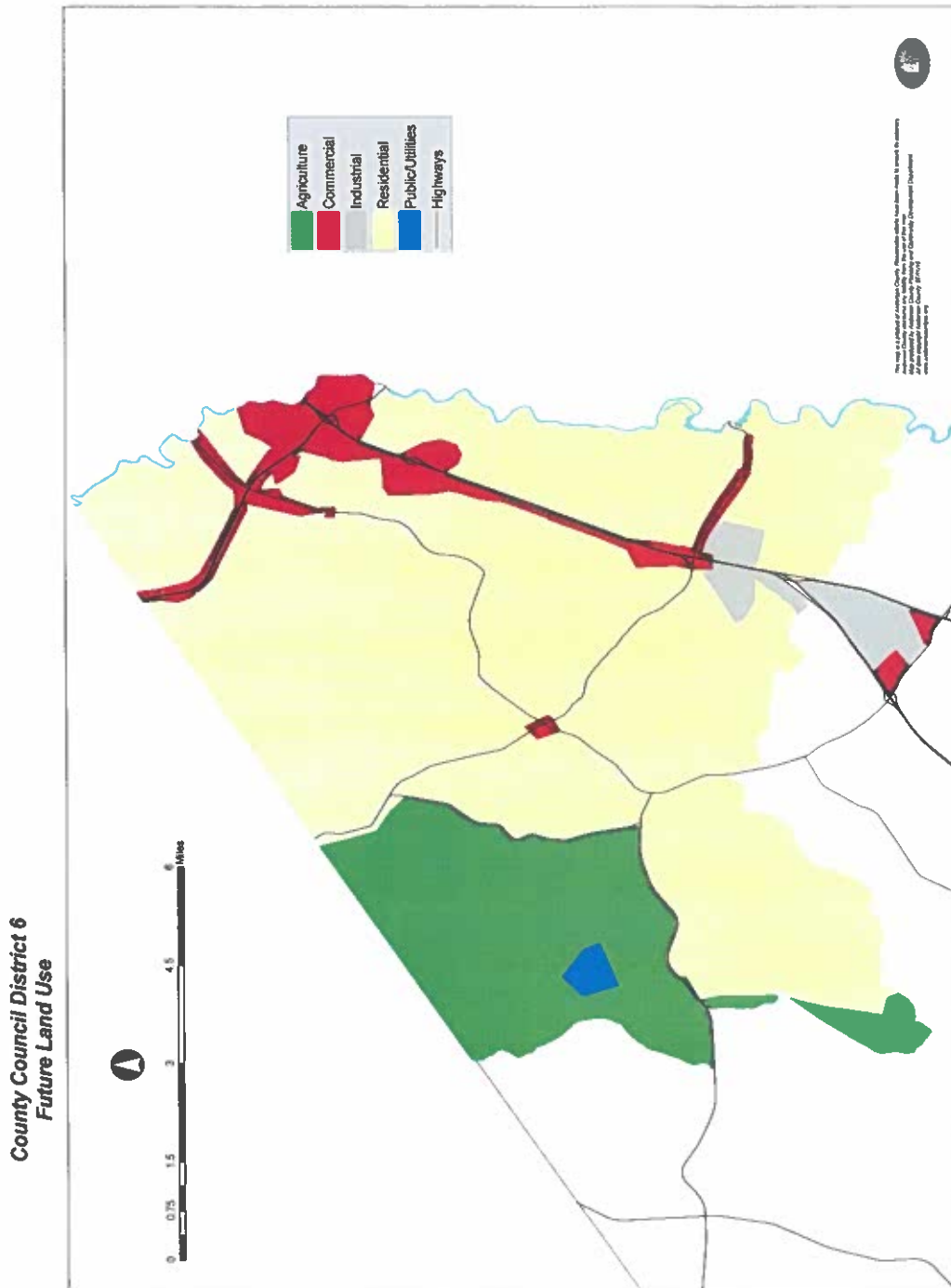


Map 7.7 Current Land Use, Council District 6





Map 7.15 Future Land Use, Council District 6



Anderson County Planning Commission

January 14, 2025

6:00 PM

Staff Report – Preliminary Subdivision

This application was received and processed 9-3-2024 prior to the adoption of Ordinance No. 24-039 on 10-15-2024.

56 property owners within 2000' of the proposed development were notified via postcard.

Preliminary Subdivision Name:	Evelyn's Landing
Intended Development:	Single Family
Applicant:	Arbor Land Design
Surveyor/Engineer:	Same
Location/Access:	Pickens Dr. & Slabtown Rd. (State)
County Council District:	4
Surrounding Land Use:	Residential, Vac
Zoning:	Un-zoned & R-A
Tax Map Number:	140-00-02-022
Number of Acres:	167.9
Number of Lots:	82
Variance:	No

Traffic Impact Analysis:

Pickens Dr. & Slabtown Rd. are classified as arterial roads with no maximum average vehicle trips per day. See attached traffic impact study.

The preliminary plat has been reviewed by county staff and meets the requirements in chapter 24 land use.



Development Standards Subdivision Plat Application

Anderson County Code of Ordinance
Chapter 24 Land Use

Scheduled Public Hearing Date: 10-8-24

Application Received By: ME

Date: 9-3-24

DS Number: 24-23

Thank you for your interest in Anderson County, South Carolina. This packet includes the necessary documents for review of subdivision development plans to be reviewed by county staff.

Should you need further assistance, please feel free to contact Development Standards between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday at (864) 260-4719

DEVELOPMENT STANDARDS REVIEW APPLICATION

Note: All plats must first be submitted to Development Standards. After submittal, plats will be distributed to the proper departments for review.

APPLICATIONS MUST BE SUBMITTED BY THE POSTED DEADLINE AND PRIOR TO 3:00 PM. INCOMPLETE APPLICATIONS OR APPLICATIONS SUBMITTED AFTER THE POSTED DEADLINE WILL NOT BE PROCESSED. THE SUBMITTED PLANS WILL NOT BE REVIEWED UNTIL THE APPLICATION/SUBMITTAL IS COMPLETE AND WILL BE PLACED ON THE NEXT REGULAR SCHEDULED AGENDA MEETING.

Proposed Subdivision Name: Evelyn's Landing

1. Name of Applicant: Arbor Land Design (Austin Allen)
Address of Applicant: 49 Greenland Dr. Greenville, SC 29615
Telephone Number(s): 864 230 6232 Email: ama@alldl.com

2. Property Owner(s): John Suter
Address: 12 Hunting Lane East Islip, NY 11730
Telephone Number(s): 631-877-7630 Email: _____

3. Engineer/Surveyor(s): Arbor Land Design Email: ama@alldl.com

Project Information

4. Project Location: Pickens Dr. and Slattons Rd. Pendleton, SC
Parcel Number/TMS: 1400002022 County Council District: 4 School District: ASD4
Total Acreage: 167.9 Number of Lots: 82 Intended Development: Single Family Detached
Current Zoning: Unzoned/R-A Surrounding Land Uses: Vacant & Residential

5. Have any changes been made since this plat was last before the Planning Commission?
If so, please describe. _____

6. Is there a request for a variance? No if so, please attach the description to this application. (Variance Fee \$300.00)

7. SCDOT/ Roads & Bridges must be contacted for this development prior to Planning Commission review, please attach conformation letters. A traffic impact study shall be required for access approval through the state and county encroachment permit process when a development will generate 100 or more trips during the peak hour of the traffic generator or the peak hour of the adjacent street., see section 24 - 115(f) Traffic Impact Studies in the Anderson County Code of Ordinances.

8. Are there any current Covenants in effect for this proposed development? Yes No If Yes, please attach document.

Sec 24-335. – Review procedure; recommendations; approval.

Prior to making any physical improvements on the potential subdivision site, the subdivider shall create a preliminary plat containing the information required by [section 24-336](#). If the subdivision administrator determines that the information provided on the plat fulfills the requirements of [section 24-336](#), the subdivision administrator shall submit a written recommendation to the planning commission, to approve the "Preliminary Plat". If staff recommends approval, this does not guarantee that the Planning Commission will approve the Preliminary Plat, pursuant to Sec. 24-335 (C) (3)

Planning Commission Decisions: In addition to the standards set forth in this chapter and the recommendations of staff, the Planning Commission will also take into consideration the following criteria when making its decision to reject or approve a preliminary plat:

- public health, safety, convenience, prosperity, and the general welfare;
- balancing the interests of subdividers, homeowners, and the public;
- the effects of the proposed development on the local tax base; and;
- the ability of existing or planned infrastructure and transportation systems to serve the proposed development.

Subdivision Plat Application Check List

The following checklist is to aid the applicant in providing the necessary materials for submittal.

• **Application Submittal Requirements and Process**

To submit a Subdivision Plat Application, you must provide the following to the Development Standards Office:

1. Two (2) 8 ½ x 11 copies of the Preliminary Plat Two (2) 17x24 (or larger) copies of the Preliminary.
2. Completed Subdivision Application
3. Check made payable to Anderson County Development Standards for Preliminary Plat Review.

(Fee for Preliminary Plat Review is \$500.00 plus \$20.00 per lot) (Fee for Revisions \$250.00)

Sec. 24-336. - Preliminary plat.

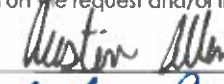
The preliminary plat shall contain the following information:

- (1) Location of subdivision on a map indicating surrounding areas at an appropriate scale sufficient to locate the subdivision.
- (2) Map of development at a scale of not less than one inch equals 200 feet and not more than one inch equals 50 feet.
- (3) Name of subdivision, name and address of the owner(s), name of engineer or surveyor and the names of the owners of abutting properties.
- (4) A boundary survey of the area to be subdivided, showing bearings measured in degrees, minutes and seconds and distances measured in feet and decimals thereof.
- (5) Present land use of land to be subdivided and of the abutting property and/or properties.
- (6) Acreage of land to be subdivided
- (7) Contour maps of the proposed subdivision, with maximum contour intervals of ten feet or three meters.
- (8) Tax map number of original parcel or parcels prior to subdivision.
- (9) Location of existing and proposed easements with their location, widths and distances.
- (10) Location of existing water courses, culverts, railroads, roads, bridges, dams, and other similar structures or features.
- (11) Location of utilities and utility easements on and adjacent to the tract, showing proposed connections to existing utility systems.
- (12) Proposed lot lines, lot numbers, lot dimensions and lot acreages.
- (13) North arrow.
- (14) Proposed road names pre-approved by E-911 Addressing Office for the county.
- (15) Certification by licensed surveyor stating that all lot sizes meet minimum size standards.
- (16) Designation of any areas that fall within any flood plain indicating the high water mark for same.

Provide centerline data, road stations and label the point of curvature (PC), point of tangency (PT), and curve radius of each horizontal curve on the preliminary plat.

SIGNATURE OF APPLICANT & Property Owner:

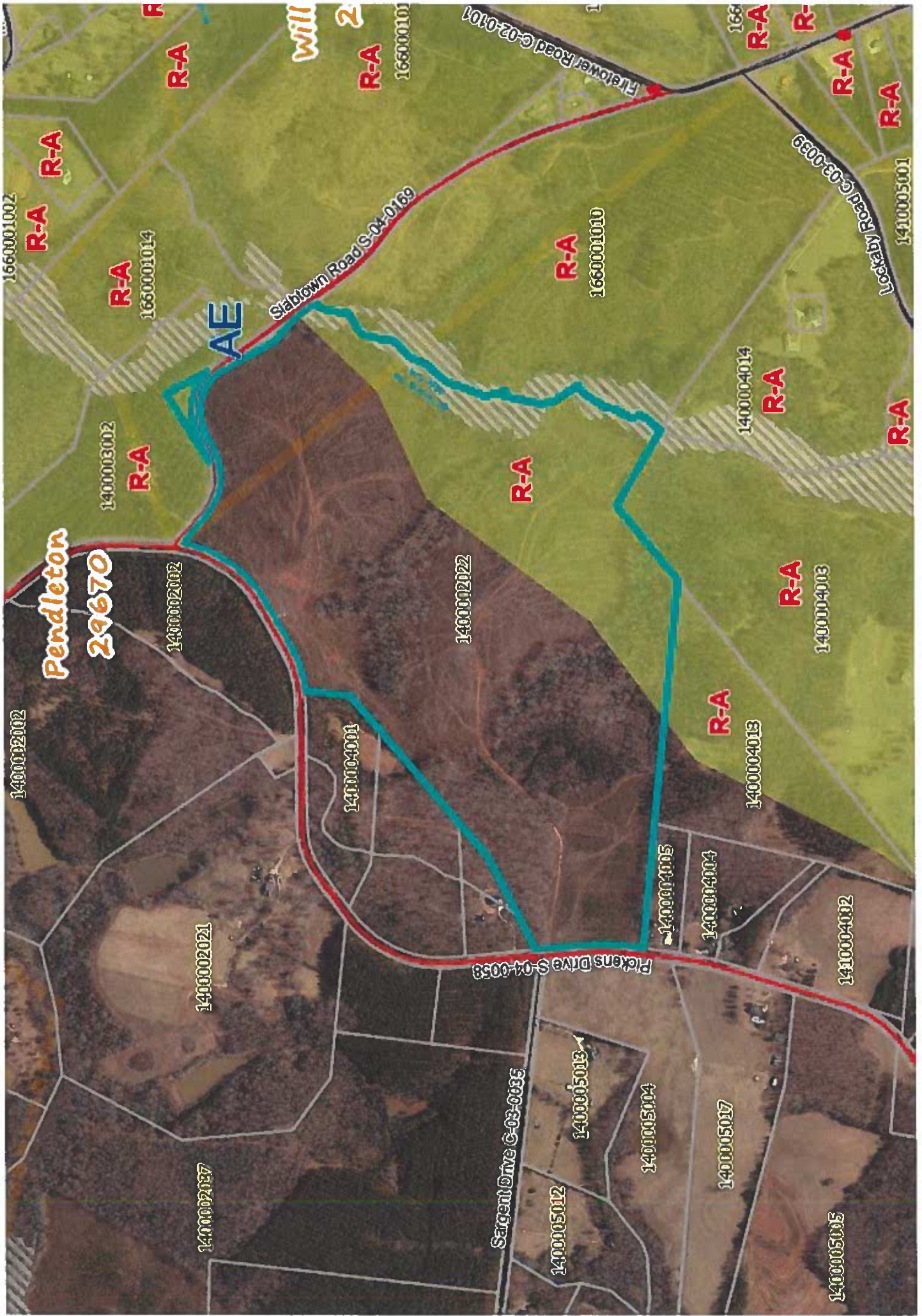
I (we) certify as property owners or authorized representative that the information shown on and any attachment to this application is accurate to the best of my (our) knowledge, I (we) understand that any inaccuracies may be considered just cause for postponement of action on the request and/or invalidation of this application or any action taken on this application.

Signature of Applicant 

Date 8/29/24

Signature of Owner 

Date 8/29/24





MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: September 12, 2024

TO: **Tim Cartee**
Land Development Administrator

FROM: **Bill Rutledge**
Assistant Principal Engineer

Cc: **Bee Baker**
Principal Engineer

SUBJECT: **Evelyn's Landing Subdivision Preliminary Review #1**

The preliminary plat is acceptable.

Tommy Dunn
Chairman, District 5

John B Wright, Jr
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: October 17, 2024

TO: Allen Reid, PE
Impact Designs, Inc

FROM: Brittany McAbee
Roads & Bridges

Cc: Bee Baker, PE, Principal Engineer, Bill Rutledge, PE, Assistant Principal Engineer, Jonathan Fox, Roads & Bridges Manager, Tim Cartee, Land Development Administrator, Gaye Garrison Sprague, PE, Traffic Engineer

SUBJECT: Evelyns Landing Residential Traffic Impact Study

This development is planned with 116 single family detached homes with one access on Pickens Drive and one access on Slabtown Road. The development is split into two phases with phase one consisting of 82 homes and phase two with 34 homes. The two access will be constructed during phase one. The Traffic Impact Study (TIS) was conducted by Impact Designs, Inc and dated October 11, 2024. Existing counts were taken September 4, 2024. The study was generally conducted per the requirements of Anderson County, and these are the findings of the study and our review:

- The study addressed Pickens Dr/ site access, Slabtown Rd/ site access, Pickens Dr/ SC-88, and Pickens Dr/Slabtown Rd.
- No turn lanes are warranted at the site accesses.
- The LOS for all movements at the study intersections are acceptable.

SCDOT has reviewed the traffic study and determined that no improvements on SCDOT roads are required.

Please call if you have any questions.

ANDERSON COUNTY
SOUTH CAROLINA

From: [Jonathan A. Batson](#)
To: [Tim Cartee](#); [Timothy Haynes](#)
Cc: [Derrick B. Singleton](#)
Subject: RE: Evelyn's Landing Subdivision
Date: Monday, February 24, 2025 4:43:00 PM
Attachments: [image001.png](#)

No stormwater commentary at this point.
Jon

From: Tim Cartee <tcartee@andersoncountysc.org>
Sent: Monday, February 24, 2025 2:02 PM
To: Timothy Haynes <thaynes@andersoncountysc.org>; Jonathan A. Batson <jabatson@andersoncountysc.org>
Cc: Derrick B. Singleton <dbsingleton@andersoncountysc.org>
Subject: Evelyn's Landing Subdivision

Your thoughts please.

Thanks,

Tim Cartee

Land Development Administrator

O: 864-260-4719

F: 864-260-4795

tcartee@andersoncountysc.org

Development Standards

401 E. River Street

Anderson, SC 29624



From: [Timothy Haynes](#)
To: [Tim Cartee](#)
Subject: RE: Evelyn's Landing Subdivision
Date: Tuesday, February 25, 2025 7:11:41 AM
Attachments: [image001.png](#)

We don't have any sewer in the area

From: Tim Cartee <tcartee@andersoncountysc.org>
Sent: Monday, February 24, 2025 2:02 PM
To: Timothy Haynes <thaynes@andersoncountysc.org>; Jonathan A. Batson <jabatson@andersoncountysc.org>
Cc: Derrick B. Singleton <dbsingleton@andersoncountysc.org>
Subject: Evelyn's Landing Subdivision

Your thoughts please.

Thanks,

Tim Cartee

Land Development Administrator

O: 864-260-4719

F: 864-260-4795

tcartee@andersoncountysc.org

Development Standards

401 E. River Street

Anderson, SC 29624



From: [Steve Kelly](#)
To: [Tim Cartee](#); [Terry Vaughan - Assistant Fire Marshal](#)
Subject: RE: Evelyn's Landing Subdivision
Date: Friday, February 28, 2025 10:25:19 AM
Attachments: [image001.png](#)

The addition of housing and the subsequential traffic increases to a normally rural area will need to be monitored on our side, and if needed in the future, EMS 911 assets relocated or added to address the shift.

Currently, we do closely monitor the EMS response times within all areas of Anderson County so this is not an added burden to this office.

Steven Kelly / Director

Anderson County Emergency Medical Services
200 Bleckley St
Anderson SC 29625
Cell# 864-844-4131



From: Tim Cartee <tcartee@andersoncountysc.org>
Sent: Monday, February 24, 2025 2:04 PM
To: Terry Vaughan - Assistant Fire Marshal <Tvaughan@acfd.org>; Steve Kelly <askelly@andersoncountysc.org>
Subject: Evelyn's Landing Subdivision

Anderson County Council has amended land use ordinance 24-335 with ordinance number 2024-042. The amendment requires the Land Development Administrator send copies of the preliminary plat for your review and comments to all appropriate school districts, fire marshal, EMS, utility providers and SCDOT , if state roads are impacted.

Your comments will be presented to the Planning Commission to help in their decision for proposed developments in Anderson County. I appreciate your time in reviewing the preliminary plat and look forward to your comments.

Thanks,



**ANDERSON COUNTY GIS AND
E911 ADDRESSING DEPARTMENT
P O BOX 8002**



Anderson, SC 29622-8002

GIS: Tel: 864-260-4687 • Fax: 864-260-4099
E911 Addressing: Tel 864-260-4392 • Fax: 260-4099
Physical Address: 401 E River St, Anderson, SC 29624
Property viewer: www.andersoncountysc.org

Date: 09/03/2024 Expires : 09/03/2025
Developer: JOHN SUTER
Contact Info: 12 HUNTTING LN EAST ISLIP, NY 11730 631-871-7630
Email: ARKMANAGEMENTONE@GMAIL.COM

The Anderson County GIS & E911 Addressing Department has reviewed the following names as mandated by the Anderson County Code of Ordinance and E911 Addressing Policy. Please provide the E911 Addressing Office with the required 5 signed and recorded copies of the final subdivision/development plan. **Subdivisions must provide a DWG file of the final recorded plat.** If there are any revisions, please notify the E911 Addressing Office as soon as possible. **Plot Plans or drawings with driveway and structure locations are required for corner lots.**

Subdivision Name: Evelyns Landing **APPROVED** Parent TMS: 1400002022
Zip Code: PENDLETON 29670 ESN: 117

Road Name:	Status:
AMANDAS WAY	APPROVED
KYLEES COURT	APPROVED
MICHELLES COURT	APPROVED
CHRISTINAS COURT	APPROVED
THOMAS LANE	DENIED
REIDS ROAD	APPROVED
RALPHS RD	APPROVED
PHILS PATH	APPROVED

According to the Anderson County Addressing Policy road names may be reserved for one year from the date of this letter. If the final recording of the preliminary subdivision plan does not occur within one year, a written request for a six-month extension of the road names reservation may be submitted to Anderson County GIS & E911 Addressing Office. If you have any questions or require additional information, please call Kevin (864) 260-4687 or Zee (864) 260-4392.

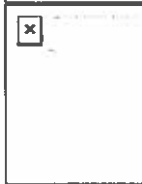
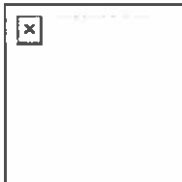
Respectfully,
Anderson County GIS & E911 Addressing Dept

From: Dee Christopher <dchristopher@anderson4.org>
Sent: Friday, August 16, 2024 11:41 AM
To: Parker Sutton
Cc: mybrothe@anderson4.org; rrogers@anderson4.org; Austin Allen
Subject: Re: Proposed Development at 1400002022 off Pickens Dr. and Slabtown Rd.

Thank you for making us aware of your plans for this project. We believe we are in position to support this neighborhood due to our current building program.

Thank you.

M. Dee Christopher
Superintendent



On Fri, Aug 16, 2024 at 9:43 AM Parker Sutton <dps@aldllc.net> wrote:

Good morning, Superintendent Mr. Christopher, Mr. Brothers, Mr. Rogers, and other ASD4 Faculty.

I am Parker Sutton with Arbor Land Design reaching out regarding a project we are working towards located at the junction of Pickens Dr. and Slabtown Rd. I have attached the Site Plan PDF for this proposed development, showing 116 lots within the 168 acres of TMS 1400002022. We wanted to make sure the School District was aware of our efforts.

If you have any questions or need any additional information, don't hesitate to reach out!

Thank you!

Parker Sutton

Arbor Land Design

864-353-0266

DISCLAIMER PLEASE NOTE: Email is provided to employees for the instructional and administrative needs of the district. E-mail correspondence to/from a district e-mail account may be considered public information and subject to release under the South Carolina Freedom of Information Act or pursuant to subpoena. Any files transmitted with this email are confidential and intended for the use of the individual or entity to whom they are addressed. If you are not the named addressee, you should not disseminate, distribute, retain, or copy this email or any attachments contained therein. If you have received this email in error, please delete and notify the sender immediately.

Anderson County School District 4
Pendleton, SC

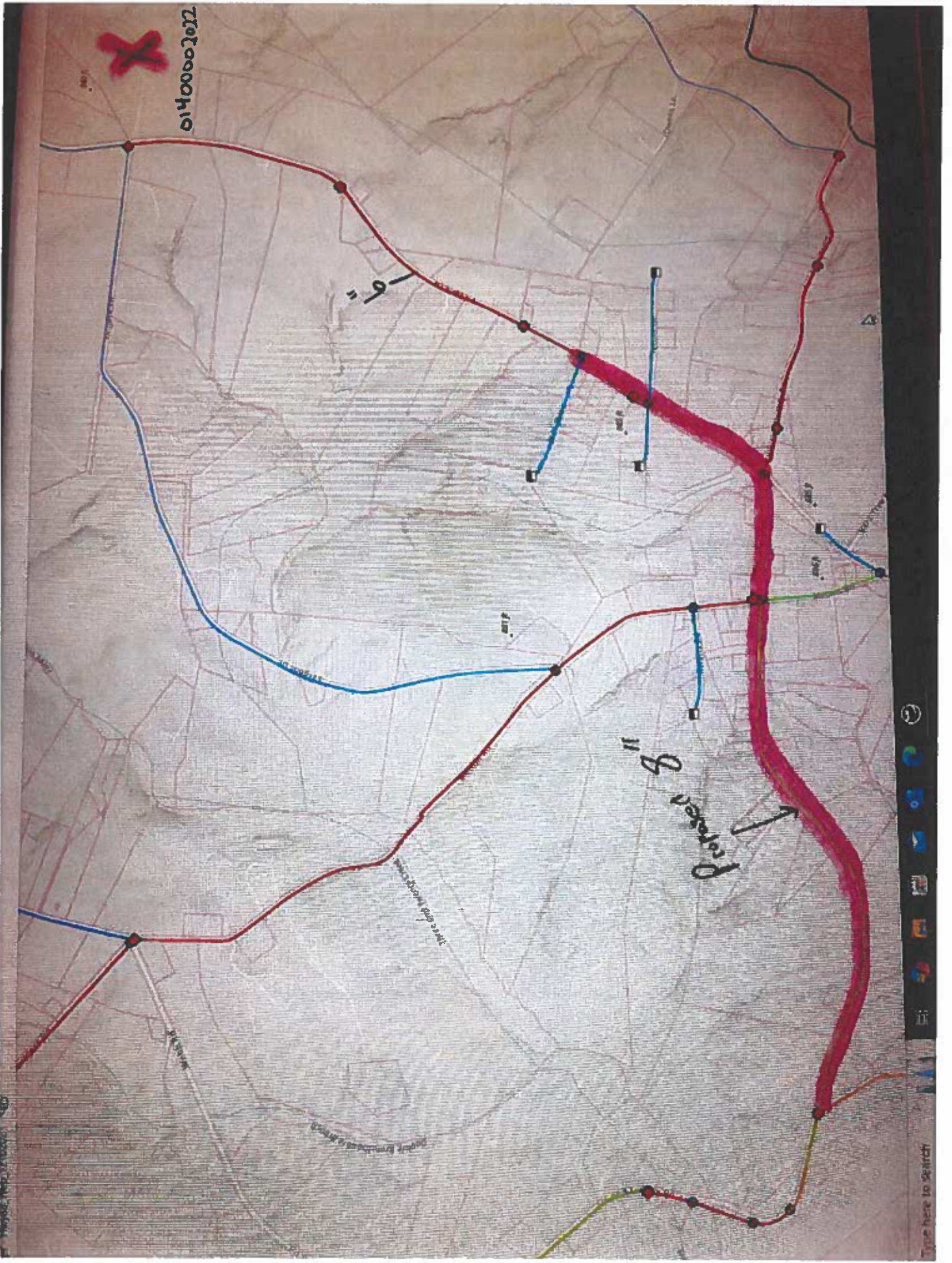
HWY 88 WATER CO.
PO BOX 729
SANDY SPRINGS, SC 29677
PH: 646-7729
FAX# 646-6188

TO: John Suter
FROM: Chris Brown
DATE: August 28, 2024
RE: Proposal

HWY 88 Water is proposing to extend an 8" water main 7000 feet for \$ 650,000.00. This is to serve property at tax map 01400002022 (Pickens Drive). All cost are paid by developers.

Thank You

Chris Brown
General Superintendent
HWY 88 Water Company



X

01400002022

9

Pippen 9

Type here to search



Blue Ridge Electric Cooperative, Inc. • 327 Pearman Dairy Road • Anderson, South Carolina 29625
1-800-240-3400 • FAX 864/225-7953

August 22, 2024

Address- Pickens Dr/ Slabtown Rd

Tax parcel #- 1400002022

To Whom it may concern,

Regarding the electric power installation at Tax parcel 140002022 in Anderson SC. Blue Ridge Electric Cooperative will be the power provider for this property. Blue Ridge Electric Cooperative does have power onsite, and will coordinate with the property owner/ builder about the power installation and facilities placements, upon receiving time frames, dates, site plans, etc. Please let me know if you have any questions or concerns.

Thanks,

A handwritten signature in blue ink that reads "Justin Trotter".

Justin Trotter

Field Design Engineer

Office- 864-898-2247

Mobile- 864-270-3824

Email- justin.trotter@blueridge.coop

SERVICES FOR TMS 1400002022

Parker Sutton <dps@aldllc.net>

Fri 8/16/2024 9:20 AM

To:dbsingleton@andersoncountysc.org <dbsingleton@andersoncountysc.org>

Cc:Austin Allen <ama@aldllc.net>

 1 attachments (876 KB)

24132 - CONCEPTUAL SITE PLAN.pdf;

Good morning, Mr. Singleton.

I am reaching out regarding a property we are working on located at TMS 1400002022 at the junction of Pickens Dr. and Slabtown Rd. Attached you will find the Site Plan PDF showing the 116 Lot Development we are proposing. We are hoping for confirmation that septic will work for this project.

If you have any questions or need any additional information, don't hesitate to reach out!

Thank you
Parker Sutton
Arbor Land Design
864-353-0266

August 27, 2024

Attn: Parker Sutton
Arbor Land design
dps@aldllc.net

RE: Gas Available for: Suter Pickens Rd

Dear Mr Sutton,

Thank you for requesting information for natural gas availability for the proposed development Suter Pickens Rd . This property is identified by Anderson County parcel number 1400002022. Fort Hill Natural Gas Authority is the natural gas supplier for this area. The existing natural gas main has sufficient volume and pressure to support the proposed development.

If you have any questions, please do not hesitate to give me a call.

Sincerely,

Joe Wilson
Business Development Representative
864-859-6375 office
864-423-9006 mobile
1-800-573-5556
joe.wilson@fhnga.com

Anderson County Planning Commission

April 8, 2025

6:00 PM

Staff Report – Preliminary Subdivision

The property was recently rezoned from R-20 zoning to R-A2 and R-12 zoning.

371 property owners within 2000' of the proposed development were notified via postcard.

Preliminary Subdivision Name: The Summit at Covered Bridge
Intended Development: Single Family
Applicant: Blue Print Development LLC
Surveyor/Engineer: Ridgewater Engineering & Surveying
Location/Access: Shackleburg Road and Covered Bridge Parkway
County Council District: 4
Surrounding Land Use: Residential, Vac
Zoning: R-A2, R-12, R-15 and PD
Tax Map Number: 144-00-03-001
Total Number of Acres: 194.39
Total Acres Developed: 176.23

PD and R-15 Areas located over within the conservation areas will not be developed in this submission.

Number of Lots: 125
R-12: 120
R-A2: 5 (Lot Sizes are between 6.06 and 11.00 acres)
Variance: No

Traffic Impact Analysis: See attached traffic impact study.

Staff Assessment: Sec. 24-335.

At the planning commission meeting during which the plat is scheduled to be discussed, the subdivision administrator shall present his recommendation to the planning commission. (Ord. No. 03-007, § 1, 4-15-03)



Development Standards Subdivision Plat Application

Anderson County Code of Ordinance
Chapter 24 Land Use

RECEIVED
02/20/25

Scheduled Public Hearing Date: _____

Application Received By: _____

Date: _____

DS Number: _____

Thank you for your interest in Anderson County, South Carolina. This packet includes the necessary documents for review of subdivision development plans to be reviewed by county staff.

Should you need further assistance, please feel free to contact Development Standards between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday at (864) 260-4719

DEVELOPMENT STANDARDS REVIEW APPLICATION Note: All plats must first be submitted to Development Standards. After submittal, plats will be distributed to the proper departments for review.

APPLICATIONS MUST BE SUBMITTED BY THE POSTED DEADLINE AND PRIOR TO 3:00 PM. INCOMPLETE APPLICATIONS OR APPLICATIONS SUBMITTED AFTER THE POSTED DEADLINE WILL NOT BE PROCESSED. THE SUBMITTED PLANS WILL NOT BE REVIEWED UNTIL THE APPLICATION/SUBMITTAL IS COMPLETE AND WILL BE PLACED ON THE NEXT REGULAR SCHEDULED AGENDA MEETING.

Proposed Subdivision Name: The Summit at Covered Bridge

1. Name of Applicant: Blue Print Development LLC - Attn: James Curtis
Address of Applicant: PO Box 2746 Anderson, SC 29622
Telephone Number(s): 864-313-6178 Email: james@fontaineconstruction.com

2. Property Owner(s): Blue Print Development LLC - Attn: James Curtis
Address: PO Box 2746 Anderson, SC 29622
Telephone Number(s): 864-313-6178 Email: james@fontaineconstruction.com

3. Engineer/Surveyor(s): Ridgewater Engineering & Surveying Email: wesley@ridgewatereng.com

Project Information

4. Project Location: Located off of Shackleburg Road and Covered Bridge Parkway
Parcel Number/TMS: 144-00-03-001 County Council District: 4 School District: 1
Total Acreage: 194.39 Number of Lots: 125 Intended Development: Single-Family Residential
Current Zoning: R-A2, R-12 Surrounding Land Uses: East-I-85/North-Golf Course/West-Residential/South-Residential

5. Utility Agreement Services Letter of Approval, Please attach to application.

Water Supplier: Powersville Water Sewer Supplier: Anderson County Septic: N/A
Electric Company: Duke Energy Gas Company: Fort Hill Natural Gas Telecommunication Company: AT&T

6. Have any changes been made since this plat was last before the Planning Commission? N/A
If so, please describe.

7. Is there a request for a variance? No if so, please attach the description to this application. **(Variance Fee \$325.00)**

8. SCDOT/ Roads & Bridges must be contacted for this development prior to Planning Commission review, please attach conformation letters.
A traffic impact study shall be required for access approval through the state and county encroachment permit process when a development will generate 100 or more trips during the peak hour of the traffic generator or the peak hour of the adjacent street.. see section 24 - 115(f) Traffic Impact Studies in the Anderson County Code of Ordinances.

9. Are there any current Covenants in effect for this proposed development? Yes No If Yes, please attach document.

Sec.24-335. – Review procedure; recommendations; approval.

Prior to making any physical improvements on the potential subdivision site, the subdivider shall create a preliminary plat containing the information required by section 24-336. If the subdivision administrator determines that the information provided on the plat fulfills the requirements of section 24-336, the subdivision administrator shall submit a written recommendation to the planning commission, to approve the "Preliminary Plat". If staff recommends approval, this does not guarantee that the Planning Commission will approve the Preliminary Plat, pursuant to Sec.24-335 (C) (3)

Planning Commission Decisions: In addition to the standards set forth in this chapter and the recommendations of staff, the Planning Commission will also take into consideration the following criteria when making its decision to reject or approve a preliminary plat:

- public health, safety, convenience, prosperity, and the general welfare;
- balancing the interests of subdivides, homeowners, and the public;
- the effects of the proposed development on the local tax base; and;
- the ability of existing or planned infrastructure and transportation systems to serve the proposed development.

Subdivision Plat Application Check List

The following checklist is to aid the applicant in providing the necessary materials for submittal.

• Application Submittal Requirements and Process

To submit a Subdivision Plat Application, you must provide the following to the Development Standards Office:

1. Two (2) 8 ½ x 11 copies of the Preliminary Plat Two (2) 17x24 (or larger) copies of the Preliminary.
2. Completed Subdivision Application
3. Check made payable to Anderson County Development Standards for Preliminary Plat Review.

(Fee for Preliminary Plat Review is \$500.00 plus \$20.00 per lot) (Fee for Revisions \$250.00)

\$500 + \$20/lot x 125 lots = \$3,000

Sec. 24-336. - Preliminary plat.

The preliminary plat shall contain the following information:

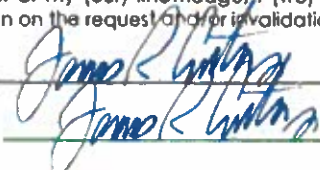
- (1) Location of subdivision on a map indicating surrounding areas at an appropriate scale sufficient to locate the subdivision.
- (2) Map of development at a scale of not less than one inch equals 200 feet and not more than one inch equals 50 feet
- (3) Name of subdivision, name and address of the owner(s), name of engineer or surveyor and the names of the owners of abutting properties.
- (4) A boundary survey of the area to be subdivided, showing bearings measured in degrees, minutes and seconds and distances measured in feet and decimals thereof.
- (5) Present land use of land to be subdivided and of the abutting property and/or properties.
- (6) Acreage of land to be subdivided.
- (7) Contour maps of the proposed subdivision, with maximum contour intervals of ten feet or three meters.
- (8) Tax map number of original parcel or parcels prior to subdivision.
- (9) Location of existing and proposed easements with their location, widths and distances.
- (10) Location of existing water courses, culverts, railroads, roads, bridges, dams, and other similar structures or features.
- (11) Location of utilities and utility easements on and adjacent to the tract, showing proposed connections to existing utility systems.
- (12) Proposed lot lines, lot numbers, lot dimensions and lot acreages.
- (13) North arrow.
- (14) Proposed road names pre-approved by E-911 Addressing Office for the county.
- (15) Certification by licensed surveyor stating that all lot sizes meet minimum size standards.
- (16) Designation of any areas that fall within any flood plain indicating the high water mark for same.
- (17) For conservation subdivisions: Density table showing the total land area (acres), number of lots total, number of lots per acre, open space (acres and percent of total).
- (18) For Conservation subdivisions: Clear delineation of open space on plat.

Provide centerline data, road stations and label the point of curvature (PC), point of tangency (PT), and curve radius of each horizontal curve on the preliminary plat.

SIGNATURE OF APPLICANT & Property Owner:

I (we) certify as property owners or authorized representative that the information shown on and any attachment to this application is accurate to the best of my (our) knowledge. I (we) understand that any inaccuracies may be considered just cause for postponement of action on the request and/or invalidation of this application or any action taken on this application.

Signature of Applicant



Date

2-20-25

Signature of Owner

Date

2-20-25

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

COVERED BRIDGE AT JONES CREEK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made on this the 12th day of September, 2007 by **Covered Bridge at Jones Creek, LLC** (herein referred to as the "Declarant").

WITNESSETH

WHEREAS, the Declarant is the owner of the property described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Declarant desires to subject its property described on **Exhibit "A"** and possibly other property, to the covenants, conditions, easements and provisions of this Declaration in order to create a residential community; and

WHEREAS, Declarant desires to provide for the preservation of the value and amenities of the property and to assure a flexible and appropriate development and improvement of the property for the overall benefit of the entire development; and

WHEREAS, Declarant intends by this Declaration to impose upon the property certain covenants, conditions, easements and restrictions for the administration, maintenance, preservation, use and enjoyment of the property under a general plan of development, and desires to provide for the management of the property and any amenities by means of a homeowners association which shall hold title to the common areas for the use and benefit of the owners.

DEDICATION OF PROPERTY:

NOW THEREFORE, **Covered Bridge at Jones Creek, LLC** hereby declares that the real property described on **Exhibit "A"** of this Declaration (the property being described on **Exhibit "A"** being hereinafter sometimes referred to as the "Property"), including any improvements which may be (but are not required to be) constructed on the property, is subjected to the provisions of this Declaration. Such real property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens contained in this Declaration. The provisions of this Declaration shall run with the title to the property subjected to this Declaration. This Declaration shall be binding on all persons having any right, title, or interest in all or any portion of the Property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I
DEFINITIONS

The following capitalized words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

"Association" shall mean Covered Bridge at Jones Creek Homeowners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

"Board" or **"Board of Directors"** shall mean the governing body of the Association, selected as provided in the Bylaws.

"Bylaws" shall refer to the Bylaws of the Association.

"Common Area" shall mean, if any, the real property, interests in real property, and personal property, easements, and other interests, together with improvements located on that property (if any) which are now or are hereafter owned by the Association for the common use and enjoyment of some or all of the Owners and are depicted on the plat or plats of the Community.

"Community" shall mean the real property and interests described on **Exhibit "A"** and such additions to that property as may be made by Declarant or by the Association pursuant to this Declaration.

"Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Association's Board of Directors. Such determination must be consistent with the Community-Wide Standard originally established by the Declarant.

"Declarant" shall mean Covered Bridge at Jones Creek, LLC. The Declarant may appoint and designate a successor Declarant by designating such appointment or designation in an instrument filed in the real property records of the office of the Register of Deeds of Anderson County, South Carolina.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Covered Bridge at Jones Creek Subdivision and include any amendment or Supplementary Declaration hereto.

"Lot" shall mean any plot of land within the Community, whether or not improvements are constructed on that land, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded in the land records of Anderson County, South Carolina. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Area and membership in the Association.

"Mortgage" shall mean any mortgage, security deed, deed of trust, or similar instrument used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation.

"Mortgagee" shall mean the holder of a Mortgage.

"Occupant" shall mean any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

"Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community; excluding any Person holding such interest merely as security for the performance or satisfaction of any obligation.

"Person" means a natural person, corporation, joint venture, partnership (general or limited), limited liability company, limited liability partnership, association, trust, or other legal entity.

"Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional restrictions and obligations on the land described therein, or both.

"Total Association Vote" means all of the votes attributable to members of the Association. If the Total Association Vote is taken during a time while Declarant has the right to appoint members of the Board of Directors, a Total Association Vote approving some item or proposition must contain the affirmative vote of Declarant or the item or proposition will be deemed not to have been approved.

ARTICLE II **PROPERTY SUBJECT TO THIS DECLARATION**

2.1. Property Subjected to this Declaration. The real property which is subject to the covenants and restrictions contained in this Declaration is the real property described in **Exhibit "A"**.

2.2 Other Property. Only the real property described in **Exhibit "A"** is made subject to this Declaration. However, Declarant may subject additional property to this Declaration by recording one or more amendments hereto or Supplementary Declarations. Declarant specifically reserves the right, but shall not be obligated, to annex additional property into the Community and Declarant specifically reserves the right, but shall not be obligated to impose these covenants and restrictions upon said additional property. Such right to annex additional property into the Community shall terminate upon termination of the Class B membership as set forth in Section 3.2.

2.3 Removal of Property Subjected to this Declaration. There is no guarantee being given by Declarant that all of the property made subject to this Declaration will be developed and/or will remain subject to this Declaration. During the Class B membership, Declarant shall have the right to remove, and shall have the right to release, all or any portion of

the undeveloped property described on Exhibit "A" that it owns from the provisions of this Declaration, in its sole discretion by filing a written instrument in the office of the Register of Deeds for Anderson County, South Carolina, removing such property. The determination of whether such property shall be considered "undeveloped" shall be in the sole discretion of the Declarant.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner shall be deemed to have a membership in the Association. If a Lot is owned by more than one Person, there shall be only one (1) membership per Lot, and the votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's proxy appointed in accordance with the Association's Bylaws, but in no event shall more than one (1) vote be cast for each Lot owned.

3.2 Voting. The Association shall have two (2) classes of voting membership.

(a) **Class A:** Class A members shall be all Owners with the exception of the Declarant and 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 and shall be entitled to rights of membership and of the use and enjoyment appurtenant to such ownership. The vote for each such Lot shall be exercised as they among themselves determine, and the Secretary of the Association shall be notified of such designation prior to any meeting, but in no event shall more than one vote be cast with respect to any such Lot. In the absence of such notification, the vote allocated to such particular Lot shall be suspended in the event more than one Person or entity seeks to exercise the right to vote. Any Owner of a Lot which is leased may assign his voting right to the tenant, provided that a copy of the assignment is furnished to the Secretary of the Association prior to any meeting at which the tenant exercises the voting right. In the event the Owner is an entity, that entity shall, by written resolution, designate the individual who shall be authorized to exercise the voting rights of that Lot and shall deliver an original or certified copy of such written resolution to the Secretary of the Association, who shall file it with the Association's books and records.

(b) **Class B:** The Class B member(s) shall be the Declarant and any successor of Declarant who takes title to all or a portion of the Property for the purpose of development and sale and who is designated as a successor Declarant in a recorded instrument in accordance with this Declaration. Declarant shall be entitled to two (2) votes for each Lot owned by it, plus one (1) vote for each Lot held by a Class A member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) Declarant's filing of written notice in the office of the Register of Deeds for Anderson County, South Carolina that it desires to terminate its Class B membership;
or

(2) when one hundred (100%) percent of the Lots are owned by Persons other than the Declarant.

Notwithstanding the provisions above, the Class B membership shall not terminate if, within one hundred twenty (120) days after the condition set forth in Section 3.2(b)(2) is fulfilled, additional property is incorporated into the Community and as a result, the number of votes of the Class B member(s), determined as set forth above, is greater than the number of votes held by Class A members. If Declarant fails to annex additional property into the Community within such one hundred twenty (120) day period, then Declarant's right to annex additional property as set forth herein shall terminate. From and after the termination of the Class B membership, Declarant and any designated successor Declarant shall be entitled to one (1) vote for each Lot owned. At such time, or at any earlier time as Declarant may desire to voluntarily relinquish its Class B membership, Declarant shall call a meeting of the Owners to inform the members of the termination of the Class B membership and to transfer control of the Association to the Owners, to be evidenced by a written notice recorded in the office of the Register of Deeds for Anderson County, South Carolina.

3.3 Association as Successor to Declarant. Upon the termination of the Class B membership as described above, the Association shall succeed to all of the rights, duties and responsibilities of the Declarant under this Declaration. The Association shall not, however, succeed to any rights of Declarant regarding any portion of any additional property which has not then been annexed to, and incorporated within, the Community, nor succeed to the rights of the Declarant regarding any portion of undeveloped Property subjected to this Declaration that has been removed by the Declarant. The Association may delegate any of such rights, duties and responsibilities to the Architectural Review Committee or to any other committee or entity which it may choose to form.

ARTICLE IV ASSESSMENTS

4.1 Purpose of Assessment. The assessments provided for in this Declaration shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, as may be authorized from time to time by the Board. The assessments levied by the Association shall also be used for the administration, operation, improvement, maintenance, use and enjoyment of the Common Area, including the streets, the entrance landscaping, whether or not located on Common Area, and including, but not limited to, the cost of repairs, replacements, additions, insurance, labor, equipment, materials, management and supervision, other personnel or contract services deemed appropriate, establishing a maintenance and replacement reserve, repaying loans incurred by the Association, including interest, the payment of taxes assessed against such Common Area, and the employment of attorneys, accountants and other professionals to represent the Association when necessary, and to provide such other services which the Association determines to be necessary or desirable.

4.2 Creation of the Lien and Personal Obligation for Assessments. For each Lot owned within the Community, each Owner of any Lot by acceptance of a deed therefor, whether

or not it shall be so expressed in such deed, covenants and agrees, and is deemed to covenant and agree, to timely pay the Association: (1) annual assessments or charges, including any street maintenance, entrance landscaping, whether or not located on Common Area, and privacy costs, which assessments or charges may be assessed and/or collected on such basis as the Association deems appropriate, and (2) special assessments for capital improvements and other purposes, such assessments to be established and collected as hereinafter provided; and (3) special assessments which may be assessed against an Owner's Lot for failure to perform an obligation under this Declaration, or because the Association has incurred an expense on behalf of an Owner under this Declaration or the Association documents. Declarant will not be responsible for the payment of assessments on Lots it owns and can release builders that own Lots from responsibility for the payment of assessments.

4.3 Personal Liability. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner, shall be jointly and severally liable for the assessments which are due at the time of conveyance; however, the liability of a grantee for the unpaid assessments of its grantor or immediately preceding Owner shall not apply to any first Mortgagee taking title through foreclosure proceedings, in which event, the prior Owner shall continue to remain liable.

4.4 Certificate of Payment. The Association shall, within ten (10) business days after receiving a written request, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate shall be binding upon the Association as of the date of issuance. The Board shall have the right to impose a reasonable charge for providing this certificate.

4.5 Annual Assessments. Annual assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board. The Board may, in its sole discretion, distinguish between the occupied Lots and the unoccupied Lots for the purpose of annual assessments. If the Board sets a lower assessment for the unoccupied Lots, the Owner of an unoccupied Lot may not use the Common Areas unless such Owner pays the assessment established by the Board for occupied Lots. Unless otherwise provided by the Board, the annual assessment shall be paid in annual installments; however, the Board may allow annual assessments to be paid in monthly, quarterly, semi-annual or annual periodic payments. Declarant will not be responsible for the payment of assessments on Lots it owns until such time as the Class B membership converts to Class A membership; however, the Declarant may fund such amount necessary to pay approved expenses in excess of the amount collected by the Association until the date Class B membership ceases.

4.6 Computation of Annual Assessments. The Board shall prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve. The Board shall cause the budget and the assessments to be mailed or delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. In the event the membership disapproves the proposed budget, or the Board fails to establish a budget for the succeeding year, the budget in effect for the then current year shall continue for the succeeding year until changed by the Board. In the event the Board's budget is disallowed, the Board shall have the right to make a new budget retroactive to the start of the fiscal year.

4.7 Special Assessments. The Board or the members, as determined below, shall have the power to determine special assessments pursuant to this Section as it shall deem appropriate, in its sole discretion. Special assessments may be levied against one or more Lots or against all Lots. The Declarant shall not be obligated to pay any special assessments. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future. The Board may also determine special assessments on Owners for the following Association expenses (except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association):

(a) **For Capital Improvements.** In addition to the annual assessments and other special assessments, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon any Common Area, including the streets, lakes, dams, docks, bridges, entrance walls, signs, and landscaping, including fixtures and personal property related thereto, or to make up any deficit or shortage in the current year's budget; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A members and the approval of the Class B member(s) who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments for capital improvements shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Association's Board of Directors. Notice of the amount and due dates for such special assessments must be sent to each Owner at least thirty (30) days prior to such due date.

(b) **For Exterior Maintenance, Yard and Fence.** In addition to the annual assessments and other special assessments, in the event that any Owner fails to properly maintain the exterior of such Owner's residence, including the yard, any detached building, any dock, or any fence or fences on such Owner's Lot, the Board of Directors of the Association may, by majority vote, levy a special assessment against the Owner of such Lot, which assessment shall be in an amount equivalent to that required to properly maintain the exterior of such residence, yard, detached building, dock, or fence or may expend portions of the assessments for maintenance of the exterior of such Owner's residence, yard, detached building, dock, or fence, in which event, the Owner shall be assessed for such expense of maintenance as provided for herein.

4.8 Registration Fee. Each Owner shall be assessed a one-time registration fee of Five Hundred and no/hundredths (\$500.00) Dollars. The Owner shall pay the registration fee to the Association at the closing for such Owner's Lot. If not paid at the closing of the Lot, the registration fee, together with costs and reasonable attorney's fees incurred in attempting to collect the registration fee, shall immediately become a charge and continuing lien upon such Lot and shall additionally become the joint and several personal obligation of each Owner of such Lot.

4.9 Lien for Assessment. All sums assessed against any Lot, Owner, or member pursuant to this Declaration shall be secured by a lien on such Lot in favor of the Association.

4.10 Priority. The lien of the Association shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; (b) liens for all sums unpaid on a first priority Mortgage or deed to secure debt, or (c) a lien arising by virtue of any Mortgage in favor of Declarant which is duly recorded in the land records of the county where the Community is located. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded shall be deemed to acknowledge that their liens shall be inferior to the lien of the Association for assessments in existence at that time or which arise in the future.

4.11 Effect of Nonpayment of Assessment. Any assessments (or installments) which are not paid when due shall be delinquent. Any assessment (or installment) which is delinquent for a period of more than ten (10) days shall incur a late charge in an amount set by the Board. If the assessment is not paid within thirty (30) days, a lien shall attach to the Owner's Lot. The lien shall cover all assessments then due or which come due until the lien is cancelled of record, and any other amounts provided in this Declaration or permitted by law. In the event that the assessment remains unpaid after thirty (30) days, the Association may, in its sole discretion, take any or all of the following actions:

- (a) Assess an interest charge from the date of delinquency equal to the lesser of the maximum rate permitted by law and eighteen percent (18%) per annum;
- (b) Assess a late charge at the rate established by the Board per delinquency or such other charge as shall have been established by the Board of Directors;
- (c) Suspend the voting rights of the Owner during any period of delinquency;
- (d) Bring an action at law or in equity against the Owner personally obligated to pay the delinquent assessment by instituting suit to collect such amounts and foreclose its lien against the Lot, and interest, costs of collection and reasonable attorneys fees of such action of foreclosure shall be added to the amount of such assessment. The Association shall have the right to foreclose its lien through any method allowed by law. The Association shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, and convey the same.

No Owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

4.12 No Set Off or Deduction. No Owner may waive or otherwise exempt himself from liability for the assessments provided for in this Declaration. No setoff, diminution, or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and is not subject to setoff.

4.13 Application of Payments. All payments shall be applied first to costs, then to late charges, then to interest, and then to delinquent assessments.

4.14 Date of Commencement of Assessments. Assessments shall start on the first day of the month following the date of closing for the sale of the Lot to a Person other than Declarant. The first annual assessment shall be adjusted according to the number of days then remaining in that fiscal year.

4.15 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association as stated in the Bylaws, Declarant may (but shall not be required to):

(a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association and the sum of the annual and special assessments collected by the Association in any fiscal year. Such advances shall, upon request of Declarant, be repaid from assessments or may be evidenced by promissory notes from the Association in favor of the Declarant. The failure of Declarant to obtain a promissory note shall not invalidate the debt; or

(b) cause the Association to borrow such amount, or a general borrowing from a third party at the then prevailing rates for such a loan in the local area of the Community. Declarant, in its sole discretion, may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Area or any of the improvements maintained by the Association shall be given in connection with such loan; or

(c) acquire property for, or provide services to, the Association or the Common Area. Declarant shall designate the value of the property or the services provided and such amounts, at the request of the Declarant, shall be evidenced by a promissory note. Failure to obtain a promissory note shall not invalidate the obligation referred to in this Section.

ARTICLE V
MAINTENANCE & CONVEYANCE
OF COMMON AREA TO ASSOCIATION

5.1 Association's Responsibility.

(a) The Association shall maintain in good repair the Common Area, including (without limitation) maintenance, repair, and replacement of all landscaping and improvements situated on the Common Area. The Association shall also maintain all lakes and associated dams, if any, in or about the Community or any Lot thereon to the extent maintenance of such lake is required and the lake is not otherwise maintained by a governmental entity or third party.

(b) The Association shall also maintain all Community entry features, Common Areas, and operate and maintain street lights (if not maintained and operated by a governmental entity or other entity) for the Community including the expenses for water and electricity, if any, provided to all such entry features, Common Areas, and street lights; all storm water detention facilities and easements serving the Community (to the extent such facilities and easements are not maintained by a governmental entity); and all property outside of Lots located within the Community which was originally maintained by Declarant.

(c) The Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit the Owners.

(d) In the event that the Association determines that the need for maintenance, repair, or replacement of property described above is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs thereof shall be an special assessment against such Owner subject to the Association's lien and collection rights provided for in this Declaration.

(e) All maintenance shall be performed consistent with the Community-Wide Standard.

5.2 Owner's Responsibility. Except as provided in Section 5.1 above, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible, the Association may perform such maintenance, repair, or replacement for the Owner at the expense of the Owner. Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work, which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be assessed against the Owner as a special assessment.

5.3 Conveyance of Common Area by Declarant to Association. The Declarant may convey to the Association any personal property, any improved or unimproved real property, leasehold, easement, Common Area or other property interest located within or adjacent to the Community. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Area to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

5.4 Easements. Notwithstanding anything herein to the contrary, Declarant reserves the right to grant a conservation easement in and over any portion of the Common Area prior to Declarant's transfer of the Common Area to the Association. Further, Declarant reserves the right to grant easements over, in and under all such Common Area, including but not limited to drainage and septic system easements.

ARTICLE VI
ARCHITECTURAL REVIEW

6.1 Purpose. In order to maintain a high quality residential development, to assure that all houses and other structures are of appropriate size, harmonious in design, properly located in relationship to neighboring structures and adapted to the terrain of each Lot, Declarant has retained full architectural control as herein provided. Accordingly, no building, fence, wall or other structure of any kind, or alterations or additions or change of exterior appearance thereto shall be commenced, erected or maintained upon the Property or any Lot until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by Declarant or by the Architectural Review Committee, as defined in Section 6.2 of this Article.

6.2 Architectural Review Committee.

(a) The "Architectural Review Committee" shall mean, as follows: So long as Declarant owns any portion of the property subjected to this Declaration, the Architectural Review Committee shall mean the Declarant, unless Declarant shall elect to transfer such control to the Association or to an Architectural Review Committee whose members shall be Owners.

(b) The Architectural Review Committee may be established such that it is divided into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction.

(c) The Board may employ architects, engineers, or other persons as it deems necessary to enable the Architectural Review Committee to perform its review.

(d) The Architectural Review Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated.

(e) Written design guidelines and procedures shall be promulgated for the exercise of this review, which guidelines may be provided to Owners for a reasonable fee.

(f) So long as the Declarant owns any property for development or sale in the Community, the Declarant shall have the right to appoint all members of the Architectural Review Committee. Upon the expiration or earlier surrender in writing of such right, the Board shall appoint the members of the Architectural Review Committee.

(g) At such time as all of the Lots in the Community have been fully developed, permanent improvements constructed thereon, and such Lots have been sold to permanent residents, or at such time as Declarant desires to transfer control to an Architectural Review Committee, the Declarant shall notify the President of the Board of Directors of the Association to that effect. Declarant will then execute a written instrument transferring control to the Board of Directors of the Association and record it in the office of the Register of Deeds for Anderson County, South Carolina. Thereupon, the Declarant's rights and obligations as the Architectural Review Committee shall forthwith terminate; and, thereafter, the Board of

Directors of the Association shall have the right, power, authority, and obligation to establish a successor Architectural Review Committee and prescribe rules and regulations pursuant to which such Committee shall serve and act. Any such successor Architectural Review Committee shall be composed of at least three (3) but not more than seven (7) Owners. The term of each committee member shall be determined by the Board of Directors of the Association.

6.3 Review and Approval of Plans.

(a) No building, fence, wall or other structure of any kind, or alteration or addition or change of exterior appearance thereto, may be commenced, erected or maintained on any Lot, until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the Architectural Review Committee for written approval (i) as to conformity and harmony of external design and general quality with the standards of the Community and (ii) as to the location of structures in relation to surrounding structures and topography and finished ground elevation. The Architectural Review Committee reserves the right in its sole discretion to approve or disapprove all plans and specifications submitted. In the event the Architectural Review Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, Owner shall, by certified mail to the Architectural Review Committee, addressed to the office of the Architectural Review Committee, state the date the plans were submitted originally, the date of the plans, the person preparing the plans and a request for approval. If Owner has not received a reply from the Architectural Review Committee within fifteen (15) days of the date such notice was received, the approval by the Architectural Review Committee will not be required with respect to the submitted plans

(b) As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction that is in violation of these restrictions. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in this Declaration, record in the appropriate land records a notice of violation naming the violating Owner.

(c) Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Review Committee including, but not being limited to:

(1) a site plan showing the location of all proposed and existing structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces, including the number thereof;

(2) a foundation plan;

(3) a floor plan;

(4) exterior elevations with cross-sections of all proposed structures and alterations to existing structures, as such structures which will appear after all backfilling and landscaping are completed;

(5) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of all proposed structures and alterations to existing structures; and

(6) plans for landscaping and grading.

(d) Upon approval by the Architectural Review Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Review Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or structure of any plans and specifications shall not be deemed a waiver of the Architectural Review Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or structure. Approval of any such plans and specifications relating to any Lot or structure, however, shall be final as to that Lot and structure and such approval may not be rescinded thereafter, provided that there has been strict adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(e) Neither Declarant, nor any member of the Architectural Review Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Committee, nor for any structural defects in any work done according to such plans and specifications or for the location of the house rough-staked on any Lot. Further, neither Declarant, nor any member of the Architectural Review Committee, shall be liable in damages to anyone submitting plans or specifications for approval under this Article, or to any Owner affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the location of any such house. Every person who submits plans or specifications to the Architectural Review Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Review Committee, to recover for damages, and such right, if any, to institute any action or suit, is waived.

(f) During construction, any employee or agent of the Architectural Review Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and structure thereon for the purpose of ascertaining compliance with the provisions of the Declaration; and neither the Architectural Review Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

6.4 Violations. If any structure shall be erected, placed, maintained or altered upon any Lot, other than in accordance with the plans and specifications approved by the Architectural Review Committee, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article. If, in the opinion of the Declarant, or the Board of Directors of the Association upon recommendation of the Architectural Review Committee, such violation shall have occurred, the Board of Directors shall provide written notice to the Owner by certified mail, setting forth the nature of the violation and the specific action required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the receipt of the aforesaid notice of violation, then the Board of Directors of the Association or Declarant shall have the right to file a lien against such Owner's Lot, or proceed at law or in equity for the recovery of damages, or for injunctive relief or both.

ARTICLE VII USE RESTRICTIONS AND RULES

7.1 Residential Use. All Lots shall be used for residential purposes exclusively. No business or business activity shall be carried on in or upon any Lot at any time, except with the written approval of the Board.

7.2 Subdivision of Lots. No lot or contiguous group of Lots may be subdivided or replatted in any manner which would bring about a greater number of Lots, except by Declarant. Declarant hereby expressly reserves the right to subdivide, reduce, enlarge or change the boundary lines of any Lot, including the right to replat any Lot or Lots owned by Declarant.

7.3 Building Size Requirements. No residence shall be permitted on any Lot with less than two thousand, five hundred (2,500) square feet of heated and air conditioned living areas, exclusive of open porches, garages, carports, screened porches, and all unfinished basement or other interior spaces, calculated from exterior dimensions. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single family residence not to exceed two (2) stories in height.

7.4 Building Material Requirements. No residence shall be constructed of any exterior siding material other than brick, stone, cultured stone, or stucco. No residence shall have an exterior of vinyl siding.

7.5 Roofing Requirements. No residence shall have roofing constructed of any roofing material other than architectural grade shingles. The minimum permitted roofing pitch is 6/12.

7.6 Setbacks, Building Lines and Undisturbed Buffer Area.

(a) In no event shall any dwelling be erected and located upon any such Lot closer to the front property line, closer to the rear property line or closer to the side property lines than those setback measurements shown on recorded plats of the Community filed by the Declarant, or as may be determined by the Declarant or the Architectural Review Committee

after Declarant has transferred control of the Association to the Lot Owners. The area of the Lot outside of these setback lines is the buildable area.

(b) No building shall be erected or maintained so as to encroach upon any maintenance, utility or drainage easement.

(c) No buildings or improvements shall be constructed or placed, and no clearing of trees, grading of land or other change to the natural landscape shall be permitted within the Undisturbed Buffer Area shown on Lots 26, 27, and 28 on the recorded plats of the Community.

7.7 Walls and Fences. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the said minimum front building setback line unless the same be retaining walls which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Review Committee pursuant to this Declaration. The exposed part of the retaining walls shall be made of such material as is approved in writing in advance by the Architectural Review Committee.

7.8 Terraces, Detached Garages and Eaves. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps shall be considered as a part of the structure. All detached structures shall be placed to the rear of the main dwelling unless approved otherwise in writing by the Architectural Review Committee.

7.9 Storage Sheds, Barns and Garages. Construction, installation, or placement of a storage shed, barn, detached garage, or a building separate from the main house on the Lot is not permitted without the prior written consent of the Architectural Review Committee, in its sole discretion. All plans (which must include the length, width, height, materials, colors, and location) must be submitted to the Architectural Review Committee for written approval prior to obtaining building permits or starting construction. The structure must be constructed, installed, or placed in a location inconspicuous as much as possible from public view. No two-story structures of this nature are permitted on any Lot within the Community. All materials used in the construction of such buildings must match the main dwelling located on the Lot.

7.10 Compliance with Zoning and Subdivision Regulations. In no event shall any residence be erected and located upon any Lot in a manner which violates the requirements and provisions of the applicable city or county zoning ordinances and subdivision regulations in effect where the Community is located.

7.11 Commencement and Completion of Construction. The Owner of a Lot must commence construction of a residence within two (2) years from the date that the Lot becomes serviced by utilities. All improvements commenced on any Lot in the Community shall be prosecuted diligently to completion and shall be completed within one (1) year from their commencement, unless such improvements are being constructed by Declarant, or unless an exception is granted in writing by the Architectural Review Committee. If an improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required one-year period, then after notice to the Owner

of the Lot, the Association shall have the right to impose a fine of One Hundred and no/hundredths (\$100.00) Dollars per day, or such other amount as the Association shall deem appropriate, on the Owner of the Lot until construction is resumed, or the improvement is completed, unless the Owner can prove to the satisfaction of the Architectural Review Committee that such abandonment or delay is due to circumstances beyond the Owner's control. Such charges shall be considered a special assessment and lien as provided in hereinabove. Landscaping shall be completed within ninety (90) days after the completion of an improvement on the Lot or a fine of Fifty and no/hundredths (\$50.00) Dollars per day, or such other amount as the Association may deem appropriate, shall be levied against the Lot Owner. The Association may also take appropriate court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction.

7.12 Aesthetics, Nature Growth. No grading, clearing or other changes to the natural landscape are permitted within thirty (30) feet of any body of water except with the prior written approval of the Architectural Review Committee. Trees which have a diameter in excess of four (4) inches measured two (2) feet above the ground and distinctive flora shall not be intentionally destroyed or removed except with the prior written approval of the Architectural Review Committee. No buildings or other Prior to clearing any Lot for the construction of a house and/or other structure, the Owner and/or builder must first rough-stake the house and intended location of driveway(s) on the Lot and obtain the prior written approval of the Architectural Review Committee as to the location of the house and/or structures that they are in compliance with the plans and specifications submitted to the Architectural Review Committee as described herein. Once written approval is received from the Architectural Review Committee as to the location of the rough-staking, all vegetation within ten (10) feet of the approved location of the construction may be removed with consideration for the remaining vegetation. In the event the Architectural Review Committee fails to approve or disapprove the location of the rough-staked structures within thirty (30) business days from the date it received notice in writing that said structure has been rough-staked, approval shall be deemed given by the Architectural Review Committee.

7.13 Delivery Receptacles, Property Identification Markers and all other Streetscapes. All property identification markers, entrance gates, fences, lights and all other streetscapes must conform to the design standards established by and on file with the Architectural Review Committee. All mailboxes must be uniform and must also conform to the design standards established by and on file with the Architectural Review Committee.

7.14 Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Declarant shall have the right to erect reasonable and appropriate signs. "For Sale" and "For Rent" signs and security signs consistent with the Community-Wide Standard may be displayed in a window on a home on any Lot provided such a sign does not exceed two (2) feet in height or length. Any signs required by legal proceedings may be erected upon any Lot.

7.15 Vehicles. The term "vehicle," as used herein, shall include, without limitation a motor home, boat, trailer, motorcycle, minibike, scooter, go-cart, truck, camper, bus, van, and automobile.

(a) Unless and except to the extent that the Occupants of a Lot shall have more vehicles than the number of parking areas serving their Lot, all vehicles shall be parked within such parking areas. Where the Lot contains a garage, "parking areas" shall refer to the number of garage parking spaces. All single-family detached homes shall contain a garage; carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage.

(b) No vehicle may be parked upon any portion of the Community unless it is stored in a garage or stored in another area designated or approved by the Board.

(c) No unlicensed vehicle shall be left upon any portion of the Community, except in a garage or other area designated by the Board.

(d) Upon request of Declarant or the Board, such vehicles identified in 7.15(b) and 7.15(c) above must be removed by the Owner. The Association shall have the right to remove any such vehicle if not removed by the Owner within three (3) days of notice, and the costs of such removal shall be a special assessment against such Owner.

(e) Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

(f) No vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles and vehicles authorized by the Board.

7.16 Occupants Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions, or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid in a reasonable period of time, the fine may then be levied against the Owner, and shall, if not paid, remain the responsibility of the Owner.

7.17 Clothes Lines and Garbage Containers. No clothes lines, exposed garbage containers (except for local governmental required containers) equipment and other unsightly objects are to be erected or used on any Lot except when they are screened to conceal such items from the streets and adjoining properties and general view. All residential utility service lines to residences shall be underground.

7.18 Garbage and Refuse Disposal.

(a) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on the Lots, except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If such litter or other material is found on any Lot, the same shall be removed by the

Owner of such Lot, at the Lot Owner's expense, upon written request of the Architectural Review Committee. No such items shall be burned in any fashion within the boundaries of said Lot.

(b) All garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant reserves the right to dump and bury rocks on property within the Community as needed for efficient construction and to allow developers and builders within the Community to bury rocks removed from a building site. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community, except that Declarant may maintain a "burn pit" during development and construction of the Community.

7.29 Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in a reasonable number, as determined by the Board in its sole and absolute discretion. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall be kept within a dwelling, enclosed yard, or a yard area bordered by an "invisible fence" designed for animal control, unless on a leash. No pet which has caused any damage or injury shall be walked in the Community, whether on a leash or otherwise. All pets shall be registered, licensed, and vaccinated as required by law. Pets which endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants, determined in the sole discretion of the Board, must be removed by their owner upon request of the Board. The Board may establish rules which may require that Owners and/or Occupants who own pets remove any feces or other animal waste from the Lots or other property on which it is deposited.

7.20 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes shall be located, installed, or maintained upon the exterior of any Lot unless required by law.

7.21 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

7.22 Antennas. No radio or television transmission or reception towers or antennae shall be erected on any Lot unless cable television is not available to any Lot, in which event customary antennae which do not exceed ten (10) feet in height above the roof ridge of any house will be permitted. In no event shall free standing transmission or reception towers or antennae, nor shall any satellite disks be permitted, except small satellite dishes no larger than eighteen (18") inches in diameter. Any such satellite dishes must be installed behind the main residential dwelling located on any such Lot, hidden from view from the street on which such Lot fronts or such other location as may be approved in writing by the Architectural Review Board. The Architectural Review Board shall also have the right to establish rules and guidelines for the color, size, location, quantity, installation and other issues regarding satellite dishes on any Lot.

7.23 Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may alter, obstruct, or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains, the right to alter same being expressly reserved to Declarant.

7.24 Guns. The use of firearms in the Community is prohibited. The term "firearms" includes rifles, shotguns, pistols, "BB" guns, pellet guns, and firearms (small or large) of all types.

7.25 Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction, and lines installed by or at the request of Declarant.

7.26 Air-Conditioning Units. No window air conditioning units may be installed.

7.27 Lighting. Except as may be permitted by the Architectural Review Committee, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) one (1) decorative post light, (c) street lights in conformity with an established street lighting program for the Community; and (d) seasonal decorative lights.

7.28 Swimming Pools and Hot Tubs. No swimming pool shall be constructed, erected, or maintained upon any Lot, without the prior written approval of the Architectural Review Committee. Hot tubs and portable spas shall not be permitted without the prior written consent of the Architectural Review Committee and then only if enclosed by an approved fence.

7.29 Exteriors. No building shall be erected, altered, placed, or permitted to remain on any Lot with exterior vinyl siding.

7.30 Lakes, Streams and Wetlands.

(a) Owners shall have no riparian rights with respect to the waters in any lake, stream, pond, pool or wetlands (herein "waterways") within the Community and shall not be permitted to withdraw water from any waterways that may exist in the Community or from any waterway which is made available for the use by the Owners and Occupants within the Community without having first obtained the prior written consent of the Board or its designee.

As long as the Declarant has the right unilaterally to subject property to this Declaration or owns any property in the Community for development and/or sale, Declarant may authorize and grant easements to withdraw water from such waterways without the consent of the Board.

(b) Notwithstanding anything contained in this Declaration to the contrary, no vegetable gardens, hammocks, statuary, swing sets or similar play equipment, basketball goals or similar athletic equipment, boats or boating equipment, pools, fences, clothes drying equipment, dog houses, dog runs or other pet enclosures, signs, retaining walls, water retention walls, or any other structure or thing which, in the sole discretion of the Board or its designee, tends to detract from the appearance of the Community, and especially the lakes, streams and wetlands, shall be permitted on any Lot which abuts or is appurtenant to any lake, stream or wetland within the Community or any stream made available for the use of all Owners and Occupants within the Community, without the prior written consent of the Architecture Review Committee or its designee.

(c) Owners may operate boats, kayaks, canoes and other water craft on any lake within the Community provided that water crafts with gas powered motors shall not be permitted on such lakes.

(d) An Owner of a Lot that abuts any lake within the Community may erect a dock on such Lot provided that such dock is in compliance with all applicable laws and the Architectural Review Committee has first approved in writing the construction of the dock.

7.31 Sodded Yards. All yards of any numbered Lot shall be sodded except for areas that are within thirty (30) feet of a body of water and areas that the Architectural Review Committee has approved in writing for other landscaping. The type of grass used must also be approved in writing by the Architectural Review Committee.

ARTICLE VIII ACKNOWLEDGMENTS

8.1 Acknowledgements. Each Owner is hereby advised of the matters affecting the Community and the Owners' use and enjoyment thereof that are set forth in this Article VIII.

8.2 Access. The primary roadways within the Community are or may be subject to restricted or gated access limitations, and are subject to rules and regulations of the Association. The roads within the Community will initially be maintained by the Association on non-exclusive easements that have been, or will be, granted to the Association by Declarant. The Association has promulgated or may promulgate rules and regulations governing use of the private roads within the Community. Easements for potential future access to properties outside the boundaries of the Property and adjustments to roadway design have been reserved, and such easements have been or will be recorded in the Register of Deeds for Anderson County, South Carolina. The construction of such future potential access and adjustments to roadway design may occur at any time and from time to time with reasonable notice. Such construction may affect use of cul-de-sacs and may alter access to the Community.

8.3 Expansion or Contraction of The Property. Despite any depiction of the Property as set forth on any plat, the size and dimensions of the Property and the number of residences contained in the Property may at Declarant's sole discretion, without obligation, be expanded or contracted, including, without limitation, the right of Declarant to include as part of the Property any number of additional residences and Lots.

8.4 Recreation, Golf Cart and Lake Activities.

8.4.1 Recreation Activities. It is anticipated that the Community shall include recreation facilities (including without limitation, pavilions, clubhouses, picnic areas, swimming pools, trails, golf cart paths, restrooms, shelters and maintenance buildings) (the "Recreation Facilities"). The Recreation Facilities may generate an unpredictable amount of physical, visible, audible and odorous impacts and disturbances from activities relating to the construction, operation, use and maintenance of the Recreation Facilities (the "Recreational Activities"). The Recreational Activities include, without limitation: (i) movement and operation of passenger vehicles (including, without limitation, buses, vans, golf carts and other vehicles transporting passengers over adjacent streets and over, around and through the Recreation Facilities), commercial vehicles, and construction vehicles and equipment; (ii) operation of lawn mowers, grooming equipment and sprinkler systems (iii) activities relating to the construction, operation and maintenance of clubhouses, swimming pools, trails, and maintenance buildings and other facilities relating to the Recreation Facilities; (iv) activities relating to the use of the Recreation Facilities (including without limitation, swimming and outdoor cooking); (v) other activities permitted by law. The Recreational Activities may occur during daytime and nighttime and therefore may include illumination for such activities.

8.4.2 Recreation Related Risks. There are certain risks related to ownership of residential property within close proximity to a swimming pool and other recreation facilities. Such risks include, without limitation, injury to persons and/or property arising out of, or resulting from, Recreational Activities, the design, construction, operation, maintenance and/or use of the Recreation Facilities; trespass; the existence of wildlife on and around the Recreation Facilities; acts or omissions of persons using or otherwise on or in the Recreation Facilities; and/or the danger inherent in the existence of water hazards, ponds, lakes, and or swimming pools (including, without limitation, the possibility of drowning or of falling on slippery surfaces) on the Recreation Facilities (the "Recreation Related Risks").

8.4.3 Golf Carts. Owners may store a golf cart on their Lot provided that it is enclosed in a garage or similar structure when not in use. If an Owner uses and operates a golf cart for transportation or other purposes in and around the Community, Owner assumes all risks associated with such use and operation, including without limitation collision with other golf carts, vehicles and other motorized equipment and the Recreation Related Risks and Owner assumes the risk that a governmental body or agency may limit, restrict or otherwise regulate the use of golf carts on the roadways within the Community (the "Golf Cart Risks").

8.4.4 Lake Activities and Impacts. The Community is located adjacent to, or in the vicinity of, a lake or lakes (the "Lake") and related facilities (including without

limitation, dock facilities, spoil areas and boats (the "Lake Facilities"). The Lake Facilities and other users of the Lake are expected to generate an unpredictable amount of physical, visible, audible and odorous impacts and disturbances from activities relating to the construction, operation, use and maintenance of the Lake and Lake Facilities (the "Lake Activities and Impacts"). The Lake Activities and Impacts include, without limitation: (i) movement and operation by members of the public of maritime vehicles (including, without limitation, fishing boats, kayaks, canoes, personal watercraft vehicles and other vehicles transporting passengers over, around and through the Lake), construction vehicles and equipment; (ii) use of the Lake by swimmers; (iii) operation of forklifts and dredging equipment in any Lake areas; (iv) activities relating to the construction, operation and maintenance of the Lake and Lake Facilities; (v) activities relating to the use of the Lake and Lake Facilities (including without limitation, swimming, fishing and boating); (vi) increased concentrations of mosquitoes, insects and other wildlife occurring in the riparian habitat, (vii) flooding, erosion, droughts and other impacts related to flowing water and (viii) other activities permitted by law. The Lake Activities and Impacts may occur during daytime and nighttime and therefore may include illumination for such activities. Declarant has no interest in or right to divert, alter the flow or use any water from the Lake and Declarant makes no representation or warranty regarding Lake levels.

8.4.5 Lake Related Risks. There are certain risks related to ownership of residential property within close proximity to a lake. Such risks include, without limitation, injury to persons and/or property arising out of, or resulting from, the Lake Activities and Impacts (including without limitation boating risks), the design, construction, operation, maintenance and/or use of the Lake Facilities; disturbances caused by users of the Lake; trespass; the existence of wildlife on the Lake and Lake Facilities; acts or omissions of persons using or otherwise on the Lake; and/or the inherent danger of associated with Lakes (including the possibility of drowning) on the Lake (the "Lake Related Risks").

8.4.6 Waiver, Release and Indemnification. The Recreational Activities, the Golf Cart Activities, and the Lake Activities and Impacts, the impacts and disturbances generated by them, and the Recreation Related Risks, Golf Cart Risks and the Lake Related Risks may occur in and around the Community. Each Owner forever waives and releases any claims such Owner, and its successors and assigns, may have against Declarant, Declarant's managers, officers, agents, designees and contractors, the owner(s) and/or operator(s) of the Recreation Facilities, the owner(s) and/or operator(s) of the Lake and Lake Facilities, Covered Bridge at Jones Creek Homeowners Association and their respective officers, directors, agents and contractors and their respective successors and assigns, that in any way arise out of the impacts and disturbances generated from the Recreational Activities, the Golf Cart Activities, and the Lake Activities and Impacts, the Recreation Related Risks, the Lake Related Risks and from any liability for damage or injury caused by the Recreation Related Risks, Golf Cart Risks or the Lake Related Risks. Each Owner agrees to indemnify and hold Declarant, Declarant's managers, officers, agents, designees and contractors, the owner(s) and/or operator(s) of the Recreation Facilities, the owner(s) and/or operators(s) of the Lake and Lake Facilities, Covered Bridge at Jones Creek Homeowners Association and their respective officers, directors, agents and contractors and their respective agents, employees, officers,

successors and assigns, harmless from and against any and all claims, actions, cost or liabilities arising from any damage or injury caused directly or indirectly by the Recreational Activities, the Golf Cart Activities, Lake Activities and Impacts, the impacts and disturbances generated by them, Recreation Related Risks, Golf Cart Risks or the Lake Related Risks occurring on or to the Owner's Lot or to Owner or any of Owner's guests or invitees.

8.4.7 Incomplete Development. Because an Owner may be purchasing a Lot or Residential Unit during a period in which construction is or will be occurring and the Residential Unit may be completed prior to the completion of other homesites, there may be certain inconveniences until construction is completed, and each Owner waives all claims against Declarant with respect thereto. Each Owner agrees that if Owner, Owner's family, guests, employees, contractors, agents or invitees enter onto any area of construction, they do so at their own risk, and neither Declarant, nor Declarant's contractors, if any, agents, designees or employees shall be liable for any damage, loss or injury to such persons.

ARTICLE IX **GENERAL PROVISIONS**

9.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and any such restrictions which may be placed in the deed to such Owner's Lot, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws, or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of lien, a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

9.2 Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the Community to abate or remove, using such force as may be reasonably necessary, any structure, thing, or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restriction. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

9.3 Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by Declarant, the

Association or any Owner, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date upon which this Declaration is recorded. After such twenty (20) year term, such covenants and restrictions of this Declaration shall be automatically extended for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of 2/3 of the Lots and the Declarant (if the Declarant still owns any property in the Community or has the right to annex additional property) is recorded within the year immediately preceding the beginning of a ten (10) year renewal period.

9.4 Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration provided that any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration, Declarant may unilaterally amend this Declaration for any other purpose provided that any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended:

(1) for so long as the Declarant owns any property in the Community or has the right to annex additional property, with the affirmative written consent of the Declarant and upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Total Association Vote; and

(2) if the Declarant no longer owns any Property in the Community and no longer has the right to annex additional property, upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Total Association Vote.

9.5 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

9.6 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision

which can be given effect without the invalid provision or application, and to this end, the provisions of this Declaration are declared to be severable.

9.7 Captions. The captions are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

9.8 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue to the fullest extent permitted by law.

9.9 Indemnification. To the fullest extent allowed by applicable South Carolina law, the Association shall indemnify every officer of the Association (including members of the Architectural Review Committee) and director of the Association against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer of director, may be entitled. This indemnification shall also include attorney's fees and expenses incurred in enforcing this indemnification. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

9.10 Books and Records.

(a) Inspection by Members and Mortgagees. This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by Declarant or any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to: (1) notice to be given to the custodian of the records; (2) hours and days of the work when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the

physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

9.11 Financial Review. A review of the books and records of the Association shall be made annually in the manner as the Board may decide provided that after having received the Board's financial statements at their annual meeting, by a majority of the Total Association Vote, the Owners may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within ninety (90) days of the date of the request.

9.12 Notice of Sale, Lease, or Acquisition. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sales or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot, each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require.

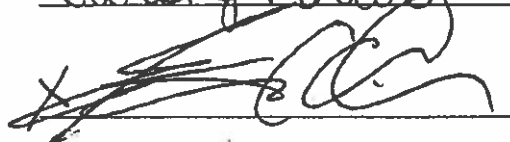
9.13 Agreements. Subject to the prior approval of Declarant (so long as Declarant owns any property for development or sale in the Community, or has the right to unilaterally annex additional property to the Community), all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.


9.14 Implied Rights. The Association may exercise any right or privilege given to it expressly by the Declaration, the Bylaws, the Articles of Incorporation of the Association, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Declaration by its duly authorized officers or members, to be effective as of the date first above written.

Signed, Sealed and Delivered
in the presence of:

COVERED BRIDGE AT JONES CREEK, LLC

Carol J. Porter


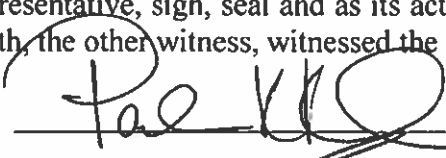
 (SEAL)

By: Paul Kirkland
Its: Authorized Representative

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PROBATE

Personally appeared before me, the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named **COVERED BRIDGE AT JONES CREEK, LLC** by Paul Kirkland, its Authorized Representative, sign, seal and as its act and deed, deliver the foregoing Declaration; and that (s)he with the other witness, witnessed the execution thereof.



~~_____~~

Sworn to before me this 12
day of Sept, 2007.

Carol J Porter (L.S.)
Notary Public For South Carolina
My Commission expires: 1-17-2013

EXHIBIT "A"
PROPERTY SUBJECT TO THIS DECLARATION

All that certain piece, parcel or tract of land situate, lying and being in the County of Anderson, State of South Carolina, and being shown and depicted as 221.14 acres, more or less, on plat prepared by John F. Tinsley, Professional Land Surveyor, dated February 16, 2006 and recorded in the ROD Office for Anderson County in Plat Book S 1600 at Pages 9 & 10 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

Such plat has the metes and bounds set forth therein.

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Bk: 08251 Pg: 00059 Pages:028
Rec Fee: 34.00 St Fee:
Co Fee:
REGISTER OF DEEDS, ANDERSON CO, SC
Shirley McElhannon

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR COVERED BRIDGE AT JONES CREEK**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Covered Bridge at Jones Creek ("Amendment") is made on this 14th day of May, 2008, by Covered Bridge at Jones Creek, LLC (herein referred to as the "Declarant").

WHEREAS, Declarant recorded a Declaration of Covenants, Conditions and Restrictions for Covered Bridge at Jones Creek ("Original Declaration") in book 08251 at Page 59 of the Register of Deeds office for Anderson County, South Carolina.

WHEREAS, Declarant wishes to clarify and amend provisions of the Original Declaration related to the Undisturbed Buffer Area described in Section 7.6(c).

WHEREAS, Lot 26 was conveyed to CB Enterprises, LLC, prior to the recordation of the Original Declaration and Lot 25 was conveyed to, Milestone Custom Properties, LLC subsequent to the recordation of the Original Declaration.

WHEREAS, CB Enterprises, LLC and Milestone Custom Properties, LLC, desire to consent to the provisions of this Amendment.

NOW THEREFORE, in consideration of the mutual benefit conferred by the provisions of the Original Declaration and this Amendment, Declarant, CB Enterprises, LLC and Milestone Custom Properties, LLC, agree as follows:

1. Allowed Uses in Undisturbed Buffer Area. Section 7.6(c) of the Original Declaration shall be deleted in its entirety and replaced with the following language:

"No buildings shall be constructed or placed in the Undisturbed Buffer Area shown on Lots 25, 26 and 27 on the recorded plats of the Community. The Owner of any of the aforementioned lots may plant grass and other natural vegetation in the Undisturbed Buffer Area. No trees greater than four (4) inches in diameter shall be cleared from the Undisturbed Buffer Area, unless they are dead, but smaller trees, bushes and brush may be cleared."
2. Lot 25 and Lot 26 Subject to Declaration. Lot 25 and Lot 26 shall henceforth be subject to the Declaration as amended by this Amendment.
3. Original Declaration and Effect of this Amendment. The Original Declaration shall remain in full force and effect as written except as expressly amended by this Amendment. All references to the

expressly amended by this Amendment. All references to the
"Declaration" shall mean the Original Declaration as amended by this
Amendment.

SIGNATURE PAGES TO FOLLOW

Consented and Agreed to by the Owner of Lot 26, CB Enterprises, LLC.

Signed, Sealed and Delivered
in the presence of:

Bennett Galloway
Bennett Galloway

CB Enterprises, LLC
Bennett Galloway
By: Bennett Galloway
Its: Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF Orangeburg)

ACKNOWLEDGEMENT

I, Phyllis Mills, a Notary Public of the county and state aforesaid, do hereby certify that **Bennett Galloway** personally appeared before me this day and acknowledged that he is a member of **CB Enterprises, LLC**, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name.

Witness my hand and seal this 7 day of December, 2007.

[Notarial Seal]

Phyllis Mills
Notary Public for SC
My Commission Expires 10-21-2017



Consented and Agreed to by the Owner of Lot 25, Milestone Custom Properties, LLC.

Signed, Sealed and Delivered in the presence of:

[Signature]
[Signature]

Milestone Custom Properties, LLC

[Signature]
By: Gerard P. Fay II
Its: Member

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

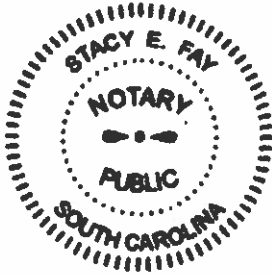
ACKNOWLEDGEMENT

I, Stacy E. Fay, a Notary Public of the county and state aforesaid, do hereby certify that Gerard P. Fay II personally appeared before me this day and acknowledged that he is a/the Member of **Milestone Custom Properties, LLC**, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name.

Witness my hand and seal this 14 day of May, 2008

[Notarial Seal]

Stacy E. Fay
Notary Public for South Carolina
My Commission Expires April 24, 2018



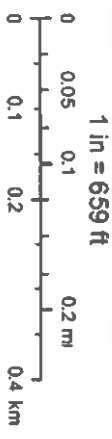
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FILED, RECORDED, INDEXED
Bk: 08698 Pg: 00035 Pages: 005
Rec Fee: 11.00 St Fee:
Co Fee:
REGISTER OF DEEDS, ANDERSON CO, SC
Shirley McElhannon

Anderson County



March 4, 2025 Disclaimer accepted.

TMS: 1440003001
 Owner: COVERED BRIDGE AT JONES CREEK LLC
 Owner Address: 2832 S ARBOR DR
 City/State: GAINESVILLE GA
 Deed Book: 12915
 Tax District: 1
 Sale Year: 2017
 Zip Code: 30507
 Current Plat: CP S 1600/9+10
 Description: SHACKLEBURG RD 200.49 AC
 Market Value:



ESRI, HighLand Mapping, and Anderson County GIS

Anderson County




March 4, 2025 Disclaimer accepted.


TMS: 1440003001
Owner: COVERED BRIDGE AT JONES CREEK LLC
Owner Address: 2832 S ARBOR DR
City/State: GAINESVILLE GA
Deed Book: 12915
Tax District: 1
Sale Year: 2017

Zip Code: 30507
Current Plat: CP S 1600/9+10
Description: SHACKLEBURG RD 200.49 AC
Market Value: \$1,457,960

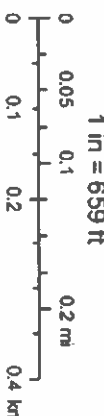
PP 097/198



AGGIS



1 in = 659 ft



ESRI, MapInfo, and Anderson County GIS



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: March 3, 2025

TO: Craig D. Nelson, PE
Infrastructure Consulting & Engineering, LLC

FROM: Brittany McAbee
Anderson County Roads & Bridges

Cc: Bee Baker, PE, Principal Engineer, Bill Rutledge, PE, Assistant Principal Engineer, Jonathan Fox, Roads & Bridges Manager, Tim Carlee, Land Development Administrator

SUBJECT: The Summit at Covered Bridge Residential

This development is planned with 125 single family houses. The existing subdivision has 40 lots that have been built upon and 9 lots that are undeveloped. The existing access is Covered Bridge Parkway. A second access is proposed north of the existing access. Both accesses are located on Shackleburg Rd. The Traffic Impact Study (TIS) was conducted by Infrastructure Consulting & Engineering, LLC. and dated February 27, 2025. Existing counts were taken on December 19, 2024. The study was conducted per the requirements of Anderson County, and these are the findings of the study and our review:

- The study addressed Shackleburg Rd/ Scotts Bridge Rd, Shackleburg Rd/ site accesses.
- The LOS for all movements at the study intersections are acceptable.
- Build volumes do warrant a left turn lane at the proposed access on Shackleburg Rd. No other turn lanes are warranted.

Please call if you have any questions.

ANDERSON COUNTY
SOUTH CAROLINA



**AT&T
C&E South Carolina**

Larry Black
1003 Whitehall Rd
Anderson SC 29621
864-298-0747
lb0014@att.com

Date: 2/18/2025

**RE: The Summit at Covered Bridge
Anderson County, TAXMAP# 144-00-03-001**

This letter is in response to your request for confirmation of service availability for your proposed project. The land parcel located on the tax map referenced above is in an area served by AT&T.

This letter confirms that the above referenced land parcel is in an area served by AT&T. Any service arrangements for this development will be subject to later discussions and agreements between the developer and AT&T. Please be advised this letter is not a commitment by AT&T to provide all AT&T service offerings to this location.

Please send final plat when available and addresses when assigned.

General information regarding AT&T's service to commercial buildings can be obtained from AT&T's Building Industry Consulting Service (BICS) and at www.bellsouth.com/bics.

Please contact Larry Black– AT&T GEO Manager, who will be managing the design for your development at 864-243-7192 or lb0014@att.com.

Thank you for contacting AT&T.

Sincerely,

Larry Black

GEO Manager
C&E South Carolina



Mailing Address:
664 Issaqueena Trail
Clemson, SC 29630
o 864 234 4405

February 19, 2025

J. Wesley White, PE
Ridgewater Engineering & Surveying
PO Box 806
Anderson, SC 29622

RE: Property located at 1821 Shackleburg Rd. in Anderson, SC

Dear Mr. White:

This letter confirms that Duke Energy can provide electric service to the proposed site located at 1821 Shackleburg Rd. in Anderson, SC (Anderson County Tax Map #144-00-03-001) provided all necessary easements, permits and rights-of-way can be obtained. Please contact Kim Ball at Duke Energy at (864) 234-4405 when your construction plans are complete so we can discuss your electrical service requirements.

Duke Energy appreciates the opportunity to provide your electric service.

Sincerely,

A handwritten signature in black ink that reads "Kim Ball".

Kim Ball
Engineering Design Associate



February 19, 2025

Wesley White, PE
Ridgewater Engineering & Surveying
PO Box 806
Anderson SC 29622

RE: The Summit at Covered Bridge

Dear Sirs,

Anderson County does have sewer infrastructure capable of serving the proposed development.

Anderson County is providing this sewer infrastructure information for planning purposes only. Anderson County does not guarantee sewer access.

If you have any questions or need any additional information, give me a call at (864) 260-4023.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy A. Haynes".

Timothy A Haynes
Engineer

Tommy Dunn
Chairman, District 5

Chris Sullivan
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Address:
1719 Circle Road
Powdersville, SC 29642



Phone: (864) 269-5440
Fax: (864) 295-1496
www.powdersvillewater.org

February 19, 2025

Mr. J Wesley White, PE
President
Ridgewater Engineering & Surveying
P O Box 806
Anderson, SC 29622

Re: The Summit at Covered Bridge

Dear Mr. White,

Please be advised that the above-mentioned development is located within the service area of Powdersville Water. Water mains are located adjacent to the project along Covered Bridge Parkway and the Conservation Easement paralleling Interstate 85. This letter is not intended to imply an ability to serve the project. Service ability will be determined after a final review of project plans and hydraulic modeling.

Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "CRASCO", is written over a light blue circular stamp.

Chris Rasco
Project Engineer

Cc: Project File

Henry B. Youmans

From: Steve Kelly
Sent: Tuesday, March 4, 2025 5:47 PM
To: Henry B. Youmans
Subject: Re: EMS availability for service

I believe this area currently has good EMS coverage and this proposed development would not change that. We will monitor response times in that area and also future developments.

Steven Kelly EMTP CCEMTP FPC
Anderson County Emergency Medical Services
200 Bleckly St
Anderson SC 29625
864-844-4131

On Mar 4, 2025, at 10:56 AM, Henry B. Youmans <hbyoumans@andersoncountysc.org> wrote:

Good morning :

Anderson County Council has amended land use ordinance 24-335 with ordinance number 2024-042. The amendment requires the Land Development Administrator send copies of the preliminary plat for your review and comments to all appropriate school districts, fire marshal, EMS, utility providers and SCOOT, if state roads are impacted.

Your comments will be presented to the Planning Commission to help in their decision for proposed developments in Anderson County. I appreciate your time in reviewing the preliminary plat and look forward to your comments, if possible, I would like to have your comments as soon as possible.

Thank you,

<image001.png>

Henry B. Youmans, Jr.
Zoning Administrator
Anderson County Planning and Development
Title VI Coordinator
Anderson County

Office: 864.964.6631
Cell: 864.245.8712
Fax: 864.260.4795
Email: hbyoumans@andersoncountysc.org

Physical Address

Development Standards
401 East River Street
Anderson, SC 29624

Mailing Address

Anderson County
P.O. Box 8002
Anderson, SC 29624

CONFIDENTIAL & PRIVILEGED

Unless otherwise indicated or obvious from the nature of the above communication, the information contained herein may be privileged and confidential information/work product and shall not be disseminated. This communication is intended for the use of the individual or entity named above for personal reference and review. If the reader of this transmission is not the intended

<2-17-25 The Summit at Covered Bridge - PP.pdf>

Henry B. Youmans

From: Heather Gambrell <gambrellh@apps.anderson1.org>
Sent: Tuesday, March 4, 2025 11:51 AM
To: Henry B. Youmans
Cc: Young, Seth - WREN HIGH SCHOOL Administration
Subject: [External]Re: [EXTERNAL]RE: [External]Re: [EXTERNAL]Subdivision response Letter

CAUTION: This email originated from outside of Anderson County's email system. Please do not click links or open attachments unless you recognize the sender and know the content is safe. If you have any questions, please contact the county helpdesk.

Mr. Youmans,
Dr. Young said a response was sent back in January. Please see below. If this doesn't clear up what you need, please reach back out to Dr. Young.
Thank you!

----- Forwarded message -----

From: Jeffrey Wilson <wilsonj@apps.anderson1.org>
Date: Tue, Jan 7, 2025 at 12:48 PM
Subject: Land Use Ordinance
To: <tcartee@andersoncountysc.org>, Seth Young <youngs@apps.anderson1.org>

Tim,
Thank you for the information. Anderson School District One is opposed to any new subdivisions in our area until we have had a chance to work with the county and developers to develop a "plan for growth" for the Anderson School District One attendance zone. We currently have over 1,000 homes that have already been approved for construction in our school district and our schools do not currently have the capacity to take any more students. We have added classrooms at existing schools and have added portables to accommodate the population that we already have in place. The construction of Oak Hill Elementary in the Powdersville area will allow us to keep up with the current growth trends, but will not accommodate future growth in the Powdersville area. Our school board is hoping to build another elementary school in the Wren area in the next ten years if funds become available. The roads and other infrastructure are issues throughout the school district. We are looking forward to working with the county and developers to find solutions to these problems so we will be able continue to provide the best education in the state to our children.

Respectfully,
Jeff



LOCATION MAP

PRELIMINARY PLAT

OWNER'S CONTRIBUTION
 AS THE PART OF THE PLAT, TO COVER THE COST OF THE PLAT, TO BE PAID TO THE COUNTY OF LOS ANGELES, CALIFORNIA, AT THE TIME OF THE RECORDING OF THE PLAT.

DATE: 1/15/2019
 DRAWN BY: JAMES L. SMITH
 CHECKED BY: JAMES L. SMITH

DESIGN PROFESSIONAL CERTIFICATION

I, the undersigned, being a duly licensed and qualified professional engineer, do hereby certify that the information herein is true and correct to the best of my knowledge and belief, and that I am a duly licensed and qualified professional engineer in the State of California.

DATE: 1/15/2019
 PROJECT: THE SUMMIT AT COVERED BRIDGE
 ADDRESS: 211 SUMMIT ST., ANAHEIM, CA 92805
 LICENSE NO.: 44427-0000

CERTIFICATE OF PROJECT APPROVAL
 I, the undersigned, being a duly licensed and qualified professional engineer, do hereby certify that the information herein is true and correct to the best of my knowledge and belief, and that I am a duly licensed and qualified professional engineer in the State of California.

DATE: 1/15/2019
 PROJECT: THE SUMMIT AT COVERED BRIDGE
 ADDRESS: 211 SUMMIT ST., ANAHEIM, CA 92805
 LICENSE NO.: 44427-0000

THE SUMMIT AT COVERED BRIDGE

TRAP 144-00-00-001



LOT NO.	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)
1	1,234	1,234	1,234	1,234	1,234
2	1,234	1,234	1,234	1,234	1,234
3	1,234	1,234	1,234	1,234	1,234
4	1,234	1,234	1,234	1,234	1,234
5	1,234	1,234	1,234	1,234	1,234
6	1,234	1,234	1,234	1,234	1,234
7	1,234	1,234	1,234	1,234	1,234
8	1,234	1,234	1,234	1,234	1,234
9	1,234	1,234	1,234	1,234	1,234
10	1,234	1,234	1,234	1,234	1,234
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18	1,234	1,234	1,234	1,234	1,234
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20	1,234	1,234	1,234	1,234	1,234
21	1,234	1,234	1,234	1,234	1,234
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32	1,234	1,234	1,234	1,234	1,234
33	1,234	1,234	1,234	1,234	1,234
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35	1,234	1,234	1,234	1,234	1,234
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37	1,234	1,234	1,234	1,234	1,234
38	1,234	1,234	1,234	1,234	1,234
39	1,234	1,234	1,234	1,234	1,234
40	1,234	1,234	1,234	1,234	1,234
41	1,234	1,234	1,234	1,234	1,234
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96	1,234	1,234	1,234	1,234	1,234
97	1,234	1,234	1,234	1,234	1,234
98	1,234	1,234	1,234	1,234	1,234
99	1,234	1,234	1,234	1,234	1,234
100	1,234	1,234	1,234	1,234	1,234

LOT NUMBER	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)
1	1,234	1,234	1,234	1,234
2	1,234	1,234	1,234	1,234
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58	1,234	1,234	1,234	1,234
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61	1,234	1,234	1,234	1,234
62	1,234	1,234	1,234	1,234
63	1,234	1,234	1,234	1,234
64	1,234	1,234	1,234	1,234
65	1,234	1,234	1,234	1,234
66	1,234	1,234	1,234	1,234
67	1,234	1,234	1,234	1,234
68	1,234	1,234	1,234	1,234
69	1,234	1,234	1,234	1,234
70	1,234	1,234	1,234	1,234
71	1,234	1,234	1,234	1,234
72	1,234	1,234	1,234	1,234
73	1,234	1,234	1,234	1,234
74	1,234	1,234	1,234	1,234
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78	1,234	1,234	1,234	1,234
79	1,234	1,234	1,234	1,234
80	1,234	1,234	1,234	1,234
81	1,234	1,234	1,234	1,234
82	1,234	1,234	1,234	1,234
83	1,234	1,234	1,234	1,234
84	1,234	1,234	1,234	1,234
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86	1,234	1,234	1,234	1,234
87	1,234	1,234	1,234	1,234
88	1,234	1,234	1,234	1,234
89	1,234	1,234	1,234	1,234
90	1,234	1,234	1,234	1,234
91	1,234	1,234	1,234	1,234
92	1,234	1,234	1,234	1,234
93	1,234	1,234	1,234	1,234
94	1,234	1,234	1,234	1,234
95	1,234	1,234	1,234	1,234
96	1,234	1,234	1,234	1,234



LOCATION MAP

PRELIMINARY PLAT

OWNERS CERTIFICATION
 As the owner of the land shown on this plat, I certify that this plat is being submitted to the County for recording and its use and its contents are in compliance with all applicable laws, rules, regulations, and ordinances.

Date: _____
 Owner (Print Name): _____
 Signature: _____

DESIGN PROFESSIONAL CERTIFICATION
 It is hereby certified that the preliminary plat was prepared under a contract of the property proposed by John F. Toney, Jr., and dated 11/10/06, and further that the plat is in compliance with all applicable laws, rules, regulations, and ordinances of the County of Loudoun, Virginia.

By Name: _____
 Registered Professional No.: _____
 Address: _____
 Telephone No.: _____
 Date: _____

CERTIFICATE OF PROJECT APPROVAL
 All applicable requirements of the Loudoun County Development Subdivision Ordinance have been reviewed and approved by the County Administrator. All conditions of the Ordinance have been met. The Subdivision Administrator is hereby certifying that the preliminary plat is in compliance with all applicable laws, rules, regulations, and ordinances of the County of Loudoun, Virginia.

THE SUMMIT AT COVERED BRIDGE

TMS# 144-00-03-001

BLDG. PREP. DEVELOPER: J.L. RIDGEWATER ENGINEERING & SURVEYING, LLC
 10000 TONY DRIVE, SUITE 100
 FARMERSVILLE, VA 22122
 540-253-2000

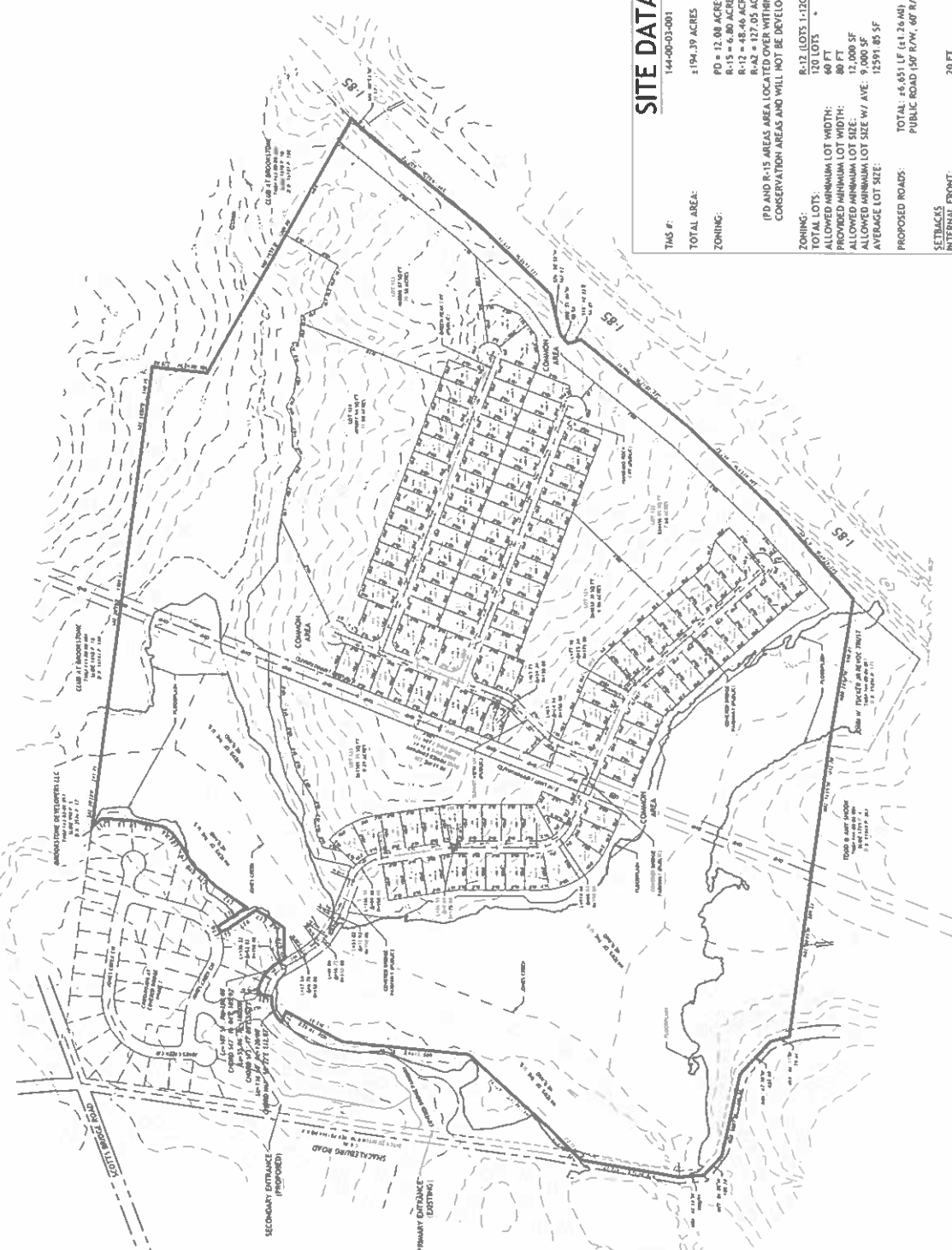
OWNER: _____
 ENGINEER OR SURVEYOR: _____



Date:	7-18-25
Drawn By:	KAC
Checked:	JYP
Job Number:	21209
Revision:	0



LOT #	ACRES	AREA
11	30.79	1,071,512.76
12	11.21	3,840,000.00
13	11.21	3,840,000.00
14	11.21	3,840,000.00
15	11.21	3,840,000.00
16	11.21	3,840,000.00
17	11.21	3,840,000.00
18	11.21	3,840,000.00
19	11.21	3,840,000.00
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21	11.21	3,840,000.00
22	11.21	3,840,000.00
23	11.21	3,840,000.00
24	11.21	3,840,000.00
25	11.21	3,840,000.00
26	11.21	3,840,000.00
27	11.21	3,840,000.00
28	11.21	3,840,000.00
29	11.21	3,840,000.00
30	11.21	3,840,000.00
31	11.21	3,840,000.00
32	11.21	3,840,000.00
33	11.21	3,840,000.00
34	11.21	3,840,000.00
35	11.21	3,840,000.00
36	11.21	3,840,000.00
37	11.21	3,840,000.00
38	11.21	3,840,000.00
39	11.21	3,840,000.00
40	11.21	3,840,000.00
41	11.21	3,840,000.00
42	11.21	3,840,000.00
43	11.21	3,840,000.00
44	11.21	3,840,000.00
45	11.21	3,840,000.00
46	11.21	3,840,000.00
47	11.21	3,840,000.00
48	11.21	3,840,000.00
49	11.21	3,840,000.00
50	11.21	3,840,000.00
51	11.21	3,840,000.00
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53	11.21	3,840,000.00
54	11.21	3,840,000.00
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56	11.21	3,840,000.00
57	11.21	3,840,000.00
58	11.21	3,840,000.00
59	11.21	3,840,000.00
60	11.21	3,840,000.00
61	11.21	3,840,000.00
62	11.21	3,840,000.00
63	11.21	3,840,000.00
64	11.21	3,840,000.00
65	11.21	3,840,000.00
66	11.21	3,840,000.00
67	11.21	3,840,000.00
68	11.21	3,840,000.00
69	11.21	3,840,000.00
70	11.21	3,840,000.00
71	11.21	3,840,000.00
72	11.21	3,840,000.00
73	11.21	3,840,000.00
74	11.21	3,840,000.00
75	11.21	3,840,000.00
76	11.21	3,840,000.00
77	11.21	3,840,000.00
78	11.21	3,840,000.00
79	11.21	3,840,000.00
80	11.21	3,840,000.00
81	11.21	3,840,000.00
82	11.21	3,840,000.00
83	11.21	3,840,000.00
84	11.21	3,840,000.00
85	11.21	3,840,000.00
86	11.21	3,840,000.00
87	11.21	3,840,000.00
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89	11.21	3,840,000.00
90	11.21	3,840,000.00
91	11.21	3,840,000.00
92	11.21	3,840,000.00
93	11.21	3,840,000.00
94	11.21	3,840,000.00
95	11.21	3,840,000.00
96	11.21	3,840,000.00
97	11.21	3,840,000.00
98	11.21	3,840,000.00
99	11.21	3,840,000.00
100	11.21	3,840,000.00



SITE DATA

TMS #: 144-00-03-001
 TOTAL AREA: ± 194.39 ACRES
 ZONING: PD = 12.08 ACRES
 R-15 = 6.80 ACRES
 R-12 = 48.46 ACRES
 R-A2 = 127.05 ACRES
 (PD AND R-15 AREAS ARE LOCATED OVER WITHIN CONSERVATION AREAS AND WILL NOT BE DEVELOPED)
 ZONING: R-12 (LOTS 1-120) R-A2 (LOTS 121-125)
 TOTAL LOTS: 103 LOTS = 5 LOTS = 115 LOTS
 ALLOWED MINIMUM LOT WIDTH: 60 FT 100 FT
 PROVIDED MINIMUM LOT WIDTH: 80 FT 240 FT
 ALLOWED MINIMUM LOT SIZE: 12,000 SF 2.0 - ACRES
 ALLOWED MINIMUM LOT SIZE W/ AVE: 9,000 SF N/A
 AVERAGE LOT SIZE: 12,991.85 SF 8.72 - ACRES (1379,890.4 SF)
 PROPOSED ROADS: TOTAL: ± 6,651 LF (± 1.26 MI)
 PUBLIC ROAD 150' R/W, 60' R/W AT BRIDGE)
 SETBACKS: INTERNAL FRONT: 20 FT 30 FT
 INTERNAL SIDE: 10% OF LOT WIDTH OR 10' 50 FT
 INTERNAL REAR: WHICHEVER IS GREATER 20 FT 50 FT
 NOTE: COMMON/OPEN SPACE AREAS NOT TO BE SUBDIVIDED