

Board of Zoning Appeals

Official Agenda



AGENDA

BOARD OF ZONING APPEALS

A G E N D A

Regular Meeting

December 8, 2022

4:00 PM

The City of Greenville Board of Zoning Appeals will hold an in-person Public Hearing for the following items on Thursday, December 8, 2022 at 4:00 PM at the Greenville City Hall, Council Chambers, 10th Floor at 206 South Main Street. Those wishing to provide comment on an item may either provide written comment to staff or attend the in-person meeting.

Citizens may also view the meeting at the following web address:

[HTTPS://WWW.GREENVILLES.CGOV/1694/ONLINE-MEETINGS](https://www.greenvillesc.gov/1694/online-meetings)

- 1. Call to Order**
- 2. Welcome and Opening Remarks from the Chair**
- 3. Roll Call**
- 4. Approval of Minutes**
 - A. November 8, 2022 – Workshop
 - B. November 10, 2022 – Regular Meeting
- 5. Call for Public Notice Affidavit from Applicants**
- 6. Acceptance of Agenda**

7. Conflict of Interest Statement

8. OLD BUSINESS

A. S 22-662 *Applicant requests deferral to the January 12, 2023 meeting*

Application by Jeffrey Pagliaro for a **SPECIAL EXCEPTION** to establish a 'Hotel' (short-term rental) use in an OD, Office and institutional district at **400 E WASHINGTON ST UNIT 8** (TM# 006301-04-00200)

9. NEW BUSINESS

A. S 22-664

Application by Michelle Kilcoyne and Jessica Kilcoyne for a **SPECIAL EXCEPTION** to establish a 'Hotel' (short-term rental) use in an OD, Office and institutional district at **307 MILLS AV** (TM# 021900-14-00900)

Documents:

[22-0664 S 22-664 AGENDA PACKET.PDF](#)

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B. S 22-761

Application by Ascend Construction, LLC (Adam Pitts) for a **SPECIAL EXCEPTION** to establish a 'Hotel' (short-term rental) use in an OD, Office and institutional district at **107 WHITSETT ST** (TM# 004700-03-01100)

Documents:

[22-0761 S 22-761 AGENDA PACKET.PDF](#)

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C. S 22-785

Application by Nelson and Galbreath (Jeffrey S. Harris) on behalf of Veterinary Emergency Group for a **SPECIAL EXCEPTION** to operate a 'Veterinary clinic' use after midnight in a PD, Planned Development district at **1025 WOODRUFF RD SUITE K103** (TM# 054702-01-02504)

Documents:

[22-0785 S 22-785 AGENDA PACKET.PDF](#)

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D. S 22-835

Application by Randy Jason Scott for a **SPECIAL EXCEPTION** to establish a 'Hotel' (short-term rental) use in an OD, Office and institutional district at **801 E NORTH ST UNIT 1** (TM# 004000-01-01201)

Documents:

[22-0835 S 22-835 AGENDA PACKET.PDF](#)

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E. S 22-851

Application by Spatial Planning Innovations, LLC (Timothy M. Thomason) on behalf of First Baptist Simpsonville (Russell E. Hill) for a **SPECIAL EXCEPTION** to expand a 'religious institution' use in a R-6, Single-family residential district at **2331 LAURENS RD** (TM# 026300-02-00100)

Documents:

[22-0851 S 22-851 AGENDA PACKET.PDF](#)

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F. S 22-852

Application by Avis Budget Car Rental, LLC (Peter Piracci) for a **SPECIAL EXCEPTION** to change a nonconforming 'Automobile sales' use to a nonconforming 'Automobile rental' use in a C-3, Regional commercial district at **2432 LAURENS RD** (TM# 026300-01-00700)

Documents:

[22-0852 S 22-852 AGENDA PACKET.PDF](#)

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10. OTHER BUSINESS

A. Staff update on current planning projects

11. Adjournment

Documents:

[12-08-2022 - BZA REGULAR MEETING AGENDA.PDF](#)



**Planning Staff Report to
Board of Zoning Appeals
December 2, 2022**
for the December 8, 2022 Public Hearing

Docket Number:	S 22-664
Applicant:	Michelle Kilcoyne and Jessica Kilcoyne
Property Owner:	Michelle Kilcoyne and Jessica Kilcoyne
Property Location:	307 Mills Avenue
Tax Map Number:	021900-14-00900
Acreage:	0.24
Zoning:	OD, Office & Institutional District
Proposal:	SPECIAL EXCEPTION to establish a 'Hotel/motel' (short-term rental) use

Applicable Sections of the City of Greenville Code of Ordinances:

Sec. 19-2.1.3 (A) (1), *Board of Zoning Appeals/Powers and Duties/Special Exceptions*

Sec. 19-2.3.5, *Special Exception Permit*

Sec. 19-4.1, *Table of Uses*

Sec. 19-4.2.4(H), *Visitor Accommodations*

Sec. 19-6.1, *Off-street parking and loading*

Staff Recommendation: Approve with conditions

Staff concludes that the application complies with standards to grant a Special Exception Permit for a 'Hotel/motel' use. If the Board decides to grant the Permit, Staff recommends the following conditions:

1. The Special Exception Permit shall be limited to the Applicant, Michelle Kilcoyne and Jessica Kilcoyne, and shall not be transferrable.
2. The use of the property shall substantially conform to the testimony of the Applicant and the content of the application and submitted documents.
3. Loading, unloading, and parking for short term rental guests shall be limited to the off-street parking locations identified in the application. The Applicant shall take measures to ensure that short term rental guests are informed of this requirement.
4. The Applicant shall monitor noise associated with the use and shall comply with the City's noise ordinance. If a noise violation or similar violation occurs at the property due to a short-term rental guest, the Applicant shall notify the Planning Department in writing of the incident. A pattern of noise ordinance violations shall be grounds for revocation of the Special Exception Permit.
5. The number of short-term rental guests occupying the subject property shall not exceed eight (8) persons. The property shall only be rented out as a whole unit and not by individual room.

Staff Analysis:

The Applicant and Owner, Michelle Kilcoyne and Jessica Kilcoyne, proposes to use an existing office building (originally constructed as a detached single-family dwelling) at 307 Mills Avenue for a visitor accommodation use (less than 30 days). The property is zoned OD, Office & Institutional District.

According to subsection 19-4.2.4(H), *Visitor Accommodations*, dwelling units arranged for short-term stays of less than 30 days for rent, lease, or interval occupancy are classified as such, with designated examples including bed and breakfast inns, motels, and hotels. According to Table 19-4.1-2, *Table of Uses*, a hotel or motel use may be permitted by approval of special exception within the OD Zoning District.

A neighborhood meeting was initially determined to be required for this application and was held by the Applicant on November 3, 2022, in person at Venture X. No neighboring property owners or residents attended the meeting. A summary and sign-in sheet for this meeting are included as part of the application.

A Special Exception Permit shall be approved only upon finding that the applicant demonstrates **all** the following are met:

1. Consistent with the Comprehensive Plan

The Future Land Use Map of the City's GVL2040 Comprehensive Plan identifies the property in the '*Neighborhood Mixed-Use*' classification.

'Neighborhood Mixed-Use' is a classification described as typically in compact urban areas with a combination of vertical and horizontal mixed-use developments that includes small retail and commercial uses along with a variety of residential types. These areas are pedestrian friendly and in close proximity to downtown. It is anticipated that single uses will not exceed 10,000 square feet and "drive-thrus" are restricted due to the close proximity to downtown and adjacent neighborhoods.

A short-term rental is classified as a commercial use which with the future land use classification in the GVL 2040 Comprehensive Plan.

Staff finds that the proposed use is consistent with the GVL2040 Comprehensive Plan.

2. Complies with use specific standards

The Land Management Ordinance does not contain use-specific standards for hotel/motel use, per Sec. 19-4.3.3(H).

Staff finds that the proposed use complies with specific use standards of the Land Management Ordinance.

3. Compatibility with the surrounding lands

Adjacent property is used (and zoned) as follows:

East: Office (OD, Office and institutional)

North: Office and retail (County C-1, Commercial)

West: Office (OD)

South: Single-family residential (R-6, Single-family residential)

The property is located along the Mills Avenue corridor and is zoned OD, Office & Institutional. Like many properties fronting Mills Avenue, the property has been converted from its original single family residential use to a nonresidential use.

Adjacent properties currently include a medical office and a law office. A florist and offices exist across Mills Avenue. Along the rear, the property abuts an abandoned alleyway and a detached single family residential neighborhood known as West Prentiss. To provide further separation from the residential neighborhood, the Applicant proposes to install an evergreen landscape buffer along the rear property line, adjacent to the abandoned alleyway. The Applicant is also planning to install a wooden, privacy fence along the side property line with 303 Mills Avenue.

Staff finds that the proposed use, with appropriate conditions, is compatible with surrounding lands.

4. Design does not have substantial adverse impacts

The unit will not be owner occupied or have an on-site manager when in use as a short-term rental.

Although currently used as an office, the structure will retain its original residential character from the exterior as no changes to the structure's exterior are proposed. Changes to the exterior of the property will include new landscaping, including a buffer to the rear of the property, removal of excess parking spaces, removal of the existing freestanding sign, and installation of a privacy fence. No adverse visual impacts are anticipated from the use.

Per the application, interior alterations will be made to create three bedrooms and one- and one-half bathrooms. The total occupancy maximum would be eight (8) guests according to the application. During discussion with the Applicant, they confirmed that the unit will be rented out in its entirety and not rented by bedroom.

The property currently has accommodations for a total of at least 9 parking spaces – at least eight parking spaces behind building and one handicap accessible parking space in the front yard. Loading and unloading for the use would occur in the parking areas or driveway on-site.

The existing off-street parking spaces exceed the minimum parking ratio for hotel/motel uses (0.75 parking spaces per guest room; a minimum of two parking spaces would be required for three bedrooms). A reduction of the parking count would occur to install the proposed landscape buffer and to comply with the city's change of use requirements. Compliance with the minimum parking requirement would still be met after the changes, therefore no adverse parking and loading/unloading impacts are anticipated from the use.

Per the application, the use will be managed and monitored by the Applicants. The Applicants have experience managing other short-term rental properties within the City of Greenville.

No noise monitoring devices will be installed to monitor noise levels on the property. The Applicant was willing to install monitoring devices if the Board found such a need. The Applicant has informed staff that a Ring doorbell system would be installed on the front and rear of the property to monitor guest entry and exit.

A plan regarding trash was not discussed in the application. It is assumed that rollouts will be used like nearby office and residential uses. The Applicant will be responsible for ensuring that the rollouts will be placed at the curb and returned to an inconspicuous location on the property.

The Applicant indicated an awareness of the need to ensure compliance with the city noise ordinance and of concerns that the property has the potential to become a "party house" for short-rental guests, which is not acceptable. The aforementioned measures proposed by the Applicant should ensure that no adverse impacts related to noise, odor, glare, vibration are created and that the use does not create a nuisance.

Staff finds that the proposed use, with appropriate conditions, will not have substantial adverse impacts with appropriate conditions.

Staff Comments and Conditions

Fire Department Comments

Comments:

None

City Engineer Comments

Comments:

Application review approval is subject to the applicant satisfying all conditions and requirements of the engineering divisions.

Civil Engineer Comments

Comments:

None

Environmental Engineer Comments

Comments:

None

Traffic Engineer Comments

Comments:

None



city of
greenville

Office Use Only:

Application# _____ Fees Paid _____

Date Received _____ Accepted By _____

APPLICATION FOR SPECIAL EXCEPTION CITY OF GREENVILLE, SOUTH CAROLINA

APPLICANT / PERMITTEE: Michelle Kilcoyne and Jessica Kilcoyne

* _____
Name Title / Organization
permit may be limited to this entity. Michelle Kilcoyne and Jessica Kilcoyne

APPLICANT'S REPRESENTATIVE: _____
(Optional) Name Title / Organization

MAILING ADDRESS: 3 Paddington Ave., Greenville SC 29609

PHONE: (864) 275-8339 EMAIL: uscjsn@hotmail.com

PROPERTY OWNER: Michelle Kilcoyne and Jessica Kilcoyne

MAILING ADDRESS: 3 Paddington Ave., Greenville SC 29609

PHONE: (864) 275-8339 EMAIL: uscjsn@hotmail.com

PROPERTY INFORMATION

STREET ADDRESS: 3 Mills Ave., Greenville SC 29605

TAX PARCEL #: 0219001400900 ACREAGE: .25 ZONING DESIGNATION: OD

REQUEST

Refer to Article 19-4, Use Regulations, of the Land Management Ordinance (www.municode.com/library/)

DESCRIPTION OF PROPOSED LAND USE:

We propose to utilize the existing structure and make two modifications to include: one bathroom modification and one full bath addition (see floor plan) for our proposal of building to be approved for Short Term Visitor Accommodations.

INSTRUCTIONS

1. The application and fee, **made payable to the City of Greenville**, must be received by the planning and development office no later than 5:00 pm of the date reflected on the attached schedule.

2. The applicant/owner must respond to the "standards" questions on page 2 of this application (you must answer "why" you believe the application meets the tests for the granting of a special exception). See also **Section 19-2.3.5, Special Exception Permit**, for additional information. You may attach a separate sheet addressing these questions.

3. You must attach a scaled drawing of the property that reflects, at a minimum, the following: (a) property lines, existing buildings, and other relevant site improvements; (b) the nature (and dimensions) of the proposed development (activity); (c) existing buildings and other relevant site improvements on adjacent properties; and, (d) topographic, natural features, etc. relevant to the requested special exception.

4. You must attach the required application fee: \$250.00

5. The administrator will review the application for "sufficiency" pursuant to **Section 19-2.2.6, Determination of Sufficiency**, prior to placing the application on the BZA agenda. If the application is determined to be "insufficient", the administrator will contact the applicant to request that the applicant resolve the deficiencies. **You are encouraged to schedule an application conference with a planner, who will review your application for "sufficiency" at the time it is submitted. Call (864) 467-4476 to schedule an appointment.**

6. You must post the subject property at least 15 days (but not more than 18 days) prior to the scheduled hearing date.

MEK JK

Public Hearing' signs are acknowledged as received by the applicant

AuthentiSIGN
Michelle C. Kilcayne
11/22/2022 4:16:58 PM EST
Applicant Signature

11/22/2022

AuthentiSIGN
Jessica Kilcayne
11/22/2022 4:17:21 PM EST

7. **Please read carefully:** The applicant and property owner affirm that all information submitted with this application; including any/all supplemental information is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

In addition the applicant affirms that the applicant or someone acting on the applicant's behalf has made a reasonable effort to determine whether a deed or other document places one or more restrictions on the property that preclude or impede the intended use and has found no record of such a restriction.

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

To that end, the applicant hereby affirms that the tract or parcel of land subject of the attached application is or is not ☒ restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the requested activity. ☐

AuthentiSIGN
Michelle C. Kilcayne
11/22/2022 4:16:58 PM EST

AuthentiSIGN
Jessica Kilcayne
11/22/2022 4:17:25 PM EST

11/22/2022
APPLICANT / REPRESENTATIVE SIGNATURE

DATE

PROPERTY OWNER SIGNATURE

DATE

**APPLICANT RESPONSE TO
SECTION 19-2.3.5(D)(1), STANDARDS – SPECIAL EXCEPTION**

(YOU MAY ATTACH A SEPARATE SHEET)

1. DESCRIBE THE WAYS IN WHICH THE PROPOSED SPECIAL EXCEPTION IS CONSISTENT WITH THE COMPREHENSIVE PLAN.

Zoning OD allows for special exception applications to be considered for Short-term Accommodations and this neighborhood is primarily Mixed Use and this proposal will have no obvious adverse effect.

2. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL COMPLY WITH THE STANDARDS IN **SECTION 19-4.3, USE SPECIFIC STANDARDS.**

Hotel/Motel is not subject to specific use standards.

3. DESCRIBE THE WAYS IN WHICH THE REQUEST IS APPROPRIATE FOR ITS LOCATION AND IS COMPATIBLE WITH THE CHARACTER OF EXISTING AND PERMITTED USES OF SURROUNDING LANDS AND WILL NOT REDUCE THE PROPERTY VALUES THEREOF.

This building is within a mixed use neighborhood and with a short walk/drive to all of the Prisma medical facilities. The tremendous need for short-term accommodations will serve traveling medical staff, patients and their families.

4. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL MINIMIZE ADVERSE EFFECTS ON ADJACENT LANDS INCLUDING: VISUAL IMPACTS; SERVICE DELIVERY; PARKING AND LOADING; ODORS; NOISE; GLARE; AND, VIBRATION. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL NOT CREATE A NUISANCE.

Mills Avenue is a very busy corridor and the proposed use will reduce the number of vehicles. Parking lot in back will accommodate 8 cars/4 medical vans. Handicap space will accommodate handicap van. Parking will be reduced to accommodate yard.

**APPLICANT RESPONSE TO
SECTION 19-2.3.5(D)(2), STANDARDS – CHANGE IN NONCONFORMING USE**

(YOU MAY ATTACH A SEPARATE SHEET)

1. DESCRIBE THE WAYS IN WHICH THE PROPOSED NONCONFORMING USE IS MORE IN CHARACTER WITH, OR EQUAL TO, THE USES OTHERWISE PERMITTED IN THE ZONING DISTRICT THAN THE EXISTING OR PRIOR NONCONFORMING USES.

Mills avenue will not be negatively affected by a quiet, short or long term furnished accommodations that will enable the nearby medical community to have access to accommodations suitable for a longer term stay.

2. DESCRIBE THE WAYS IN WHICH THE PROPOSED NONCONFORMING USE WILL NOT SUBSTANTIALLY AND PERMANENTLY INJURE THE USE OF NEIGHBORING PROPERTY FOR THOSE USES PERMITTED WITHIN THE RELEVANT ZONING DISTRICT(S).

The location is very noisy with most buildings utilized as O.D. Proposal attached for buffering of two residential properties (303 Mills Ave owned by R&R Properties and used as a residential rental, and 304 W Prentiss which is a primary residence).
commercial storage building

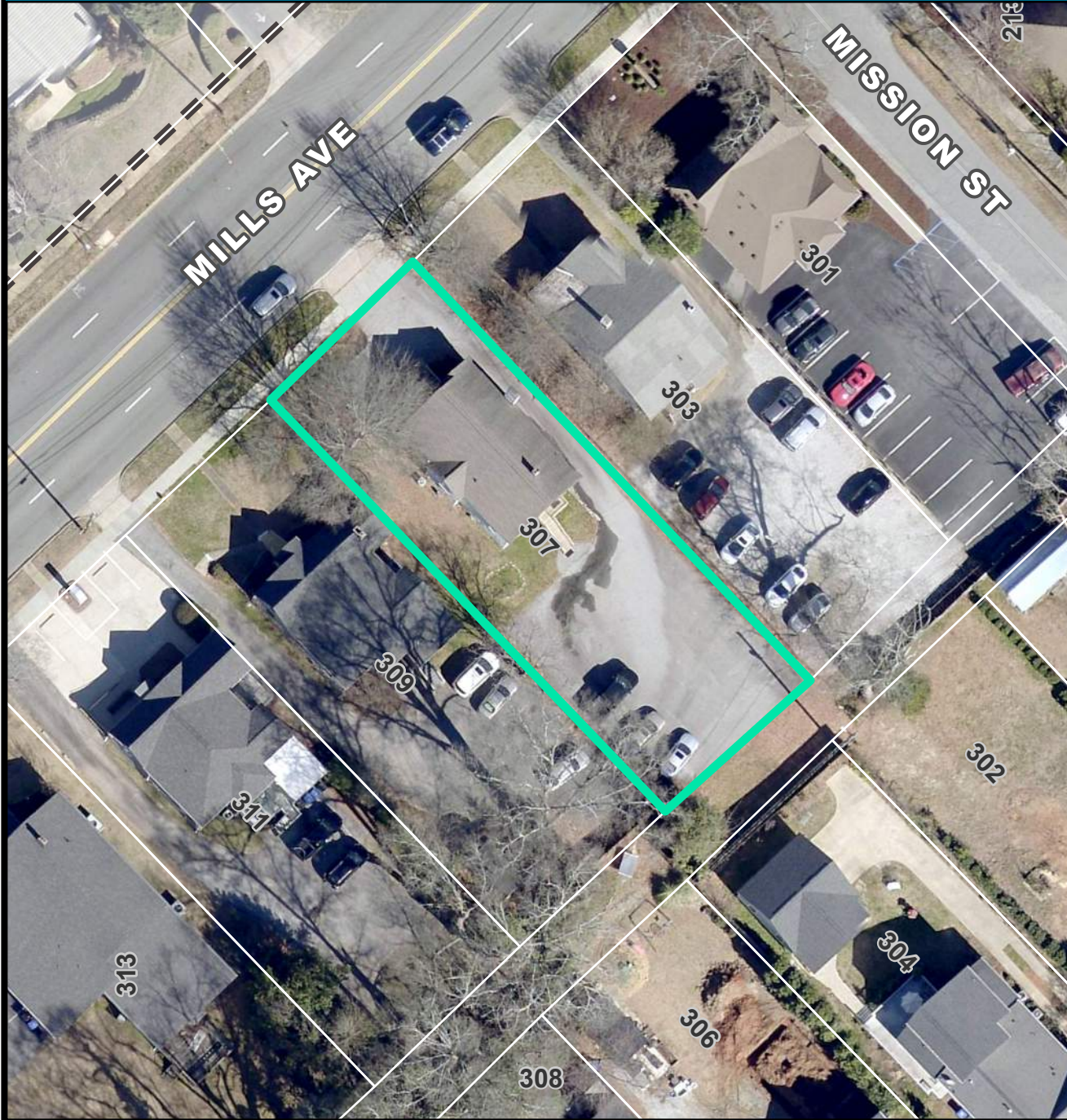
3. IS ADEQUATE INFRASTRUCTURE CAPACITY AVAILABLE TO SERVE THE PROPOSED NONCONFORMING USE?

If approved, there will be one handicap accessible bathroom modified and one additional bath added. The goal is that this property meet the needs of all handicap guests. No additional/inordinate load on utilities.

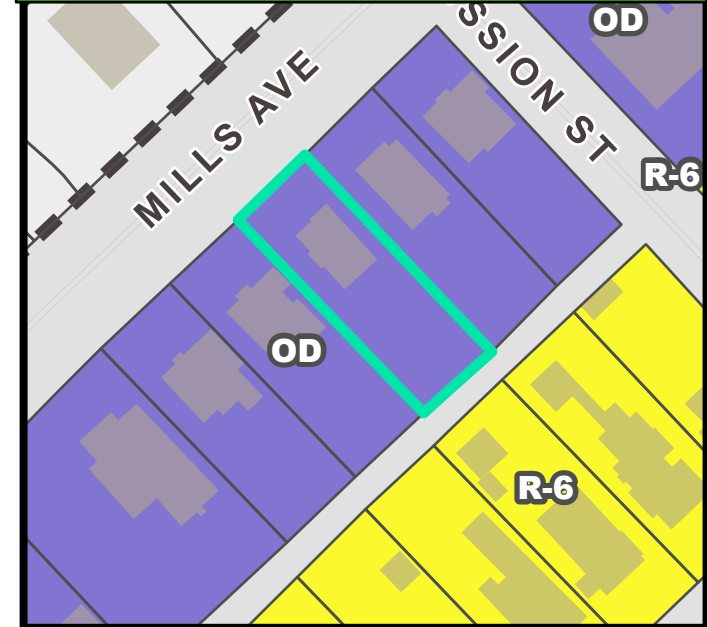
4. IS THE PROPOSED USE ONE THAT IS OTHERWISE PERMISSIBLE IN ANOTHER ZONING DISTRICT WITHIN THE CITY?

Without special exception in C3, C4, S1 and RDV and with exception in OD and C2.

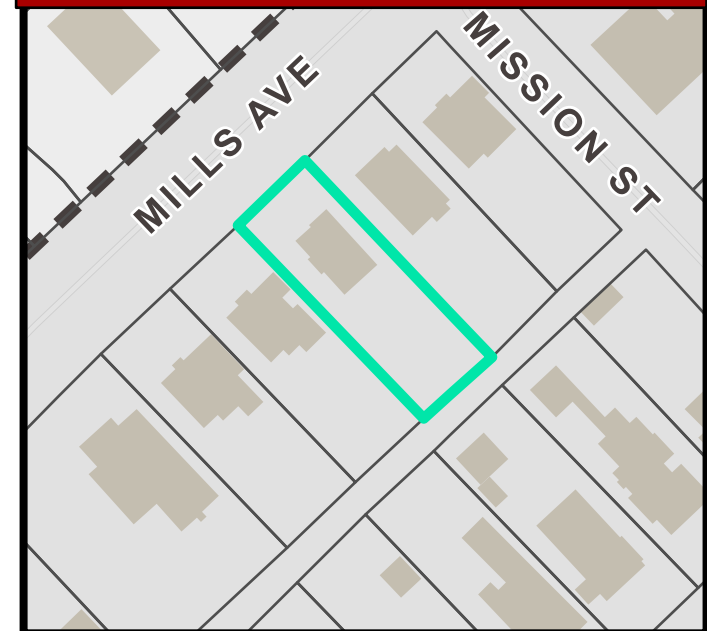
AERIAL VIEW



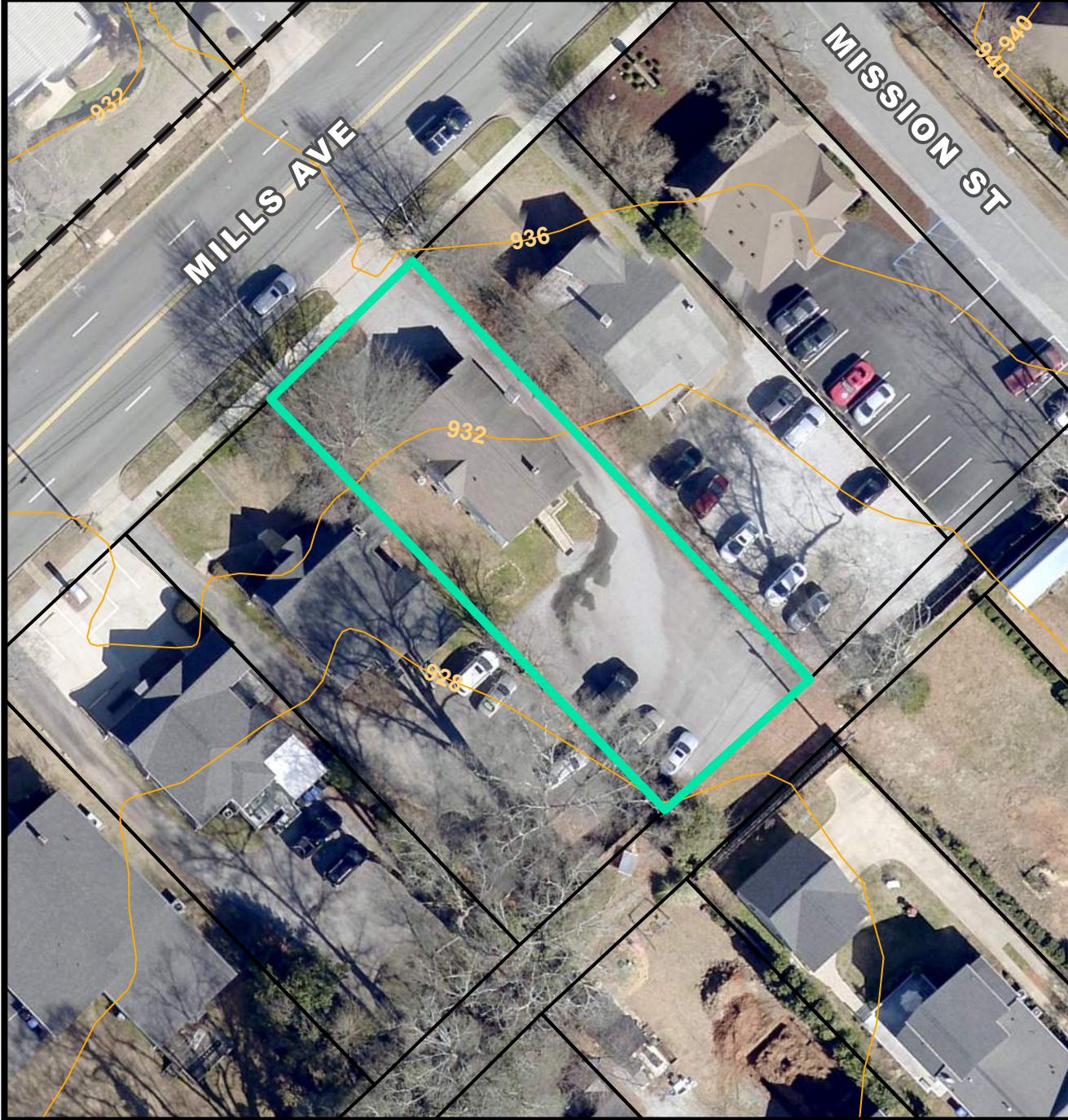
CURRENT ZONING



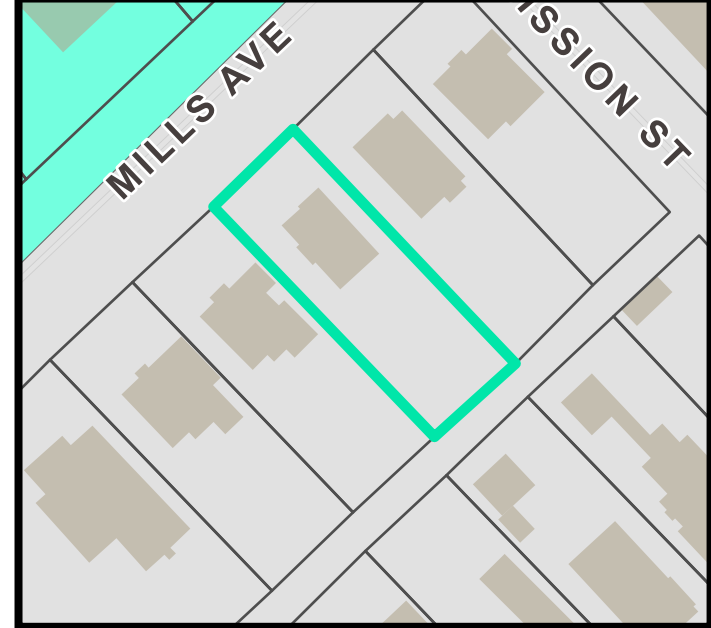
FUTURE LAND USE



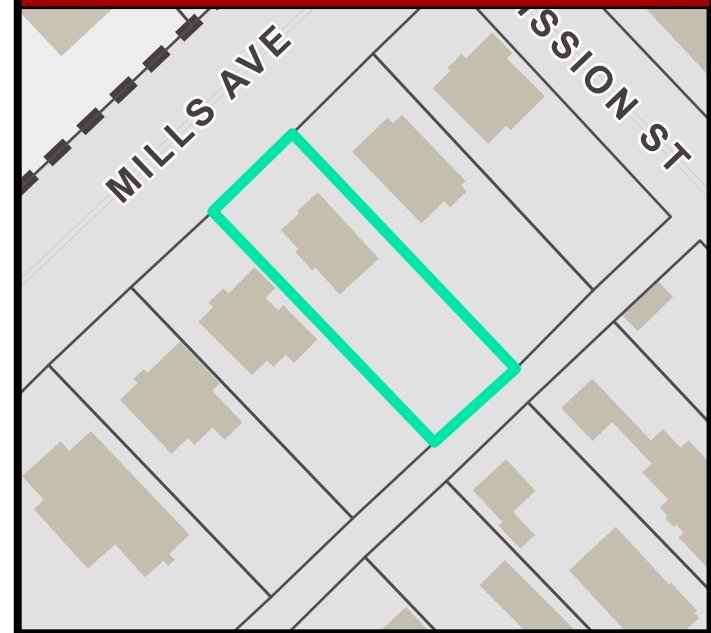
NATURAL / ENVIRONMENTAL FEATURES

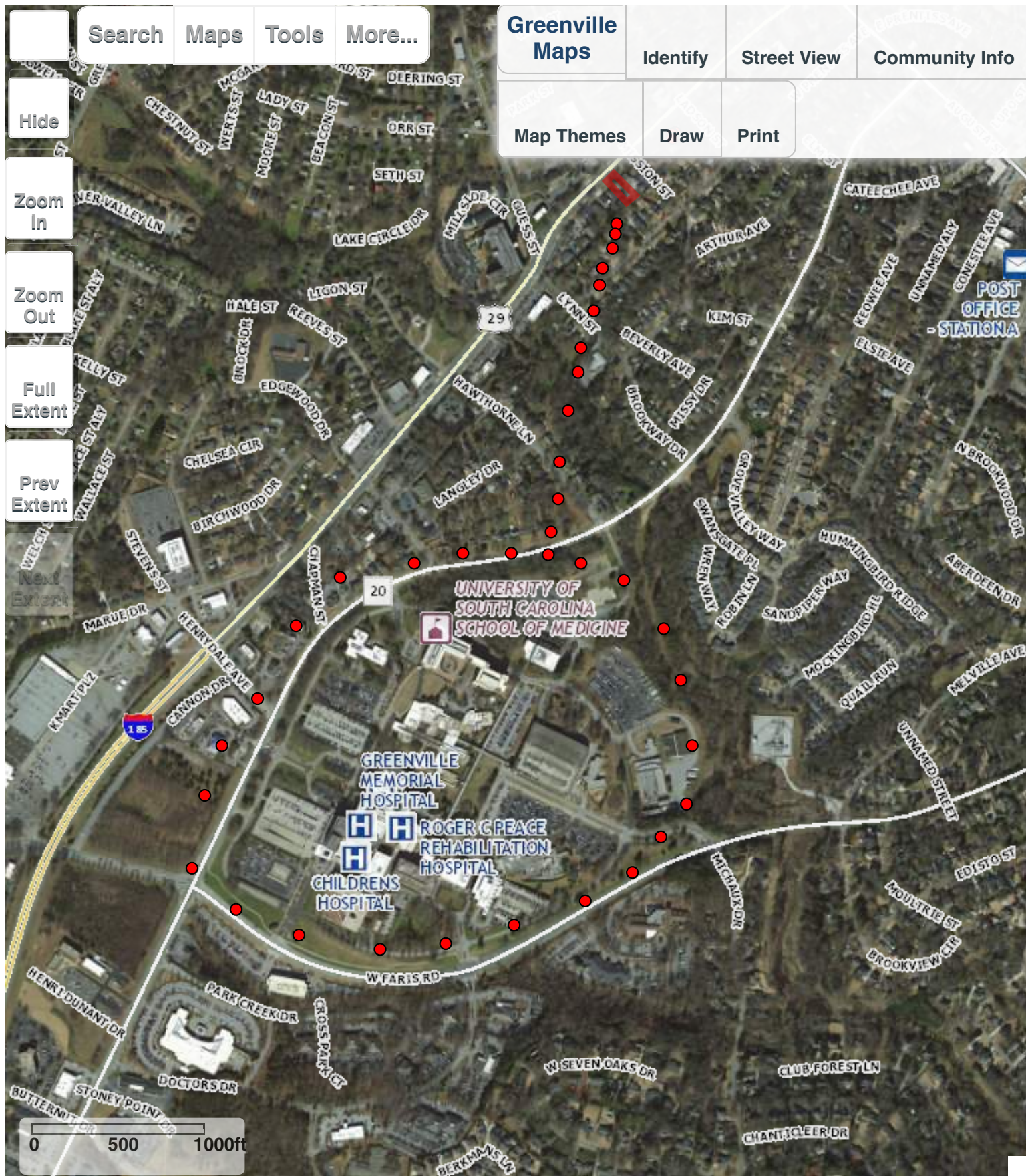


SPECIAL EMPHASIS NEIGHBORHOODS



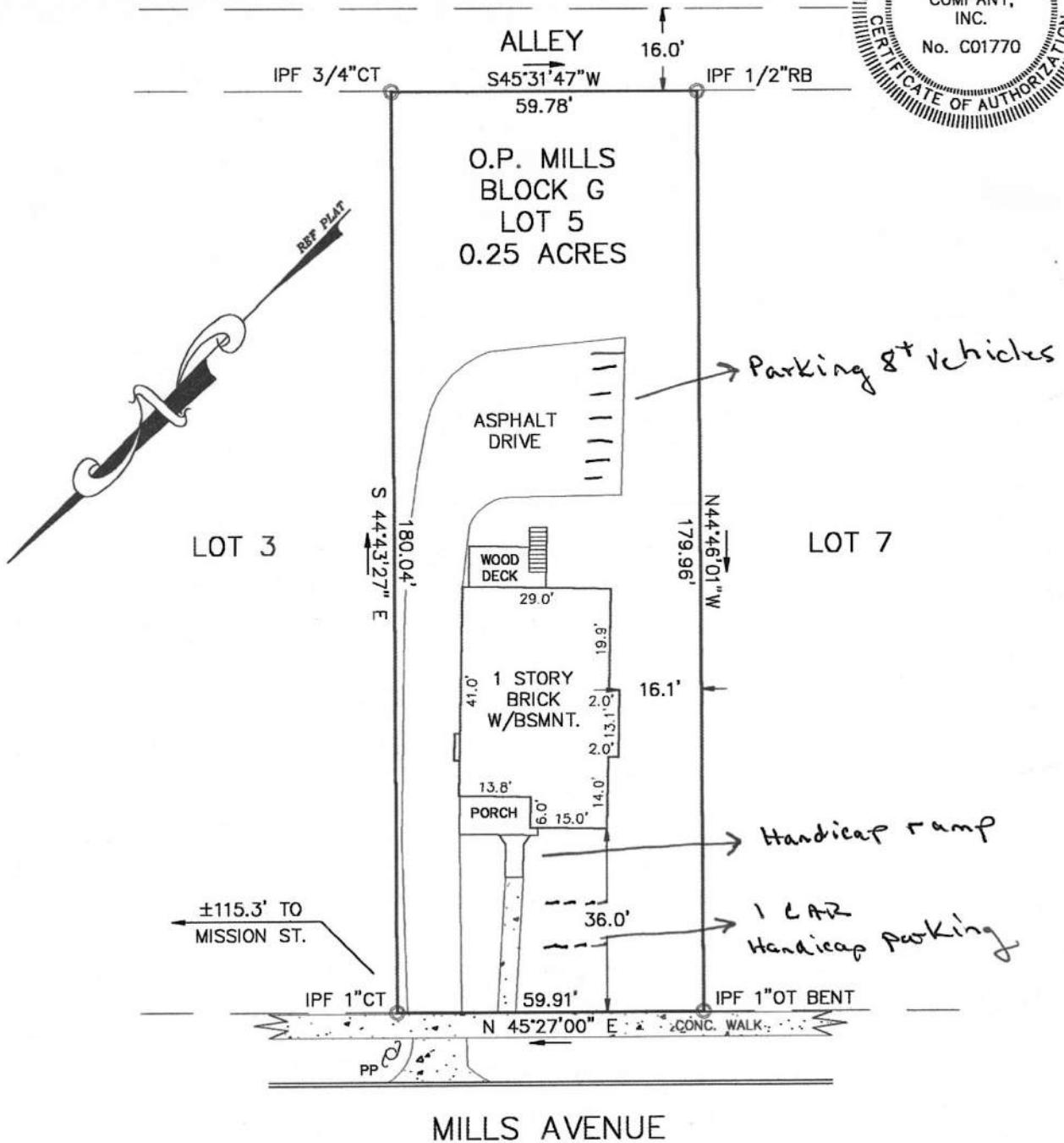
PRESERVATION OVERLAYS







THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, AND/OR RESTRICTIONS, OF RECORD OR NOT OF RECORD, IF ANY.



CLOSING SURVEY FOR

CHRISTOPHER D. KILCOYNE

&

NOTES

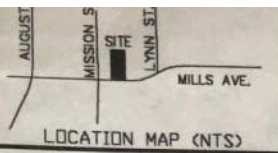
MICHELLE C. KILCOYNE

1) PROPERTY SHOWN HEREON IS KNOWN AS LOT 5 OF BLOCK "G", ON A PLAT OF O.P. MILLS, RECORDED IN P.B. F. PG. 171.

TAX MAP NO: 0219.00-14-009.00
FIELD BOOK ENV
DWG NO: 04031
DATE: 3/09/2004
SCALE: 1"=30'
PROPERTY ADDRESS: 307 MILLS AVE.
GREENVILLE, SOUTH CAROLINA

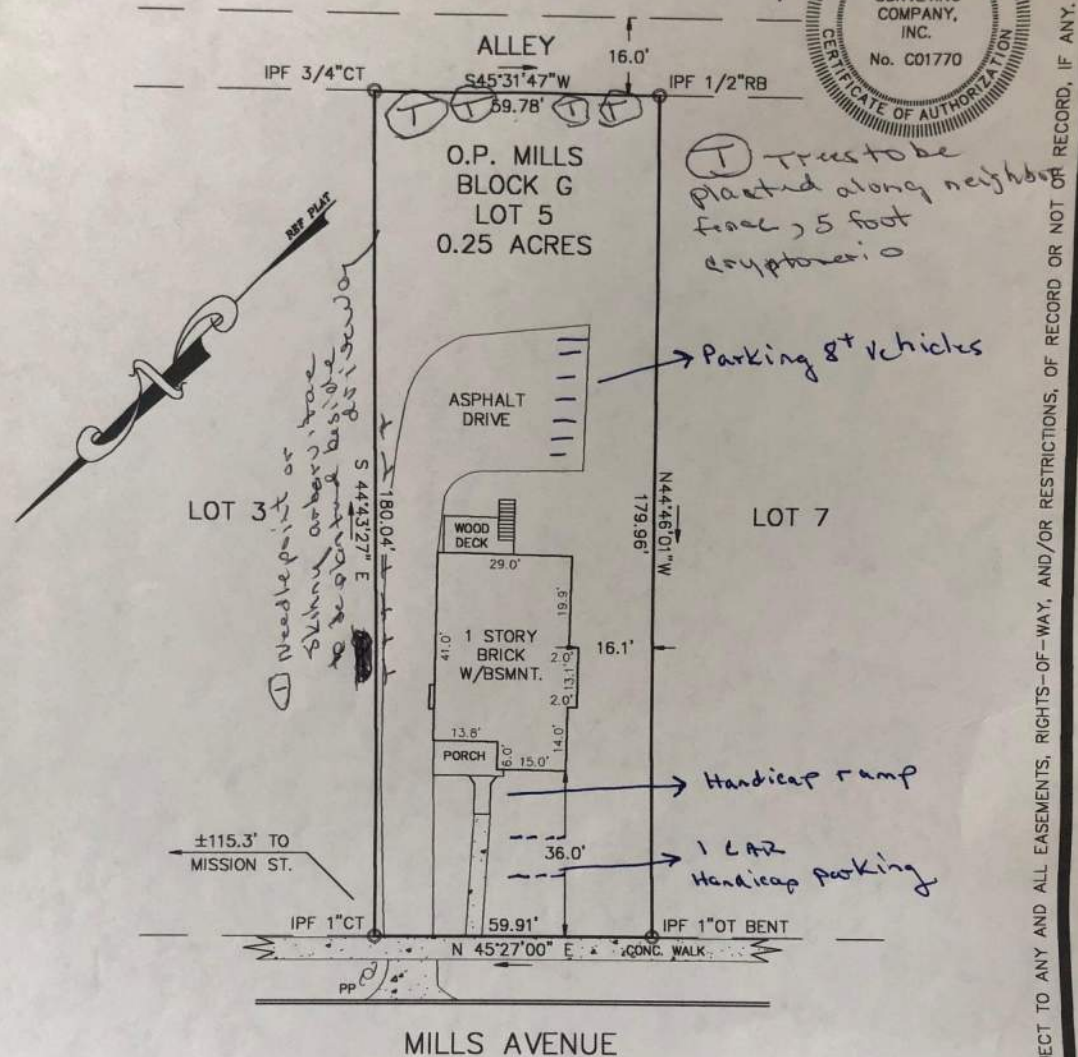
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN THOSE SHOWN. THE STRUCTURES SHOWN ARE NOT LOCATED IN A DESIGNATED FLOOD-AREA ACCORDING TO INFORMATION FROM THE COUNTY OF GREENVILLE, SC.

STEVEN D. DAVIS, P.E. #18668



- PKS N&C
- CT
- OT
- RB
- SR
- P
- T
- CLF
- PK NAIL SET
- NAIL & CAP
- CRIMP TOP
- OPEN TOP
- REBAR
- SOLID ROD
- POWER
- TELEPHONE
- CHAIN LINK FENCE
- SS
- BL
- EP
- SDMH
- CB
- R/W
- UG
- VPF
- SANITARY SEWER
- BUILDING LINE
- EDGE OF PAVEMENT
- STORM DRAIN MANHOLE
- CATCH BASIN
- RIGHT-OF-WAY
- UNDERGROUND
- WOOD PRIVACY FENCE

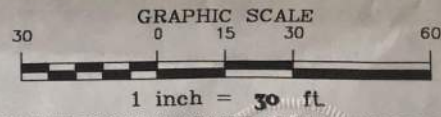
404 GROVE ROAD
GREENVILLE, SC 29605
(864)-232-4800



SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, AND/OR RESTRICTIONS, OF RECORD OR NOT OF RECORD, IF ANY.

NOTES MICHELLE C. KILCOYNE

1) PROPERTY SHOWN HEREON IS KNOWN AS LOT 5 OF BLOCK "G", ON A PLAT OF O.P. MILLS, RECORDED IN P.B. F, PG. 171.



TAX MAP NO:	0219.00-14-009.00
FIELD BOOK	ENV
DWG NO:	04031
DATE:	3/09/2004
SCALE:	1"=30'
PROPERTY ADDRESS: 307 MILLS AVE. GREENVILLE, SOUTH CAROLINA	

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN THOSE SHOWN. THE STRUCTURES SHOWN ARE NOT LOCATED IN A DESIGNATED FLOOD AREA ACCORDING TO INFORMATION FROM THE COUNTY OF GREENVILLE, SC.

Steward L. Baylор 3/10/04
STEWART L. BAYLOR, P.L.S. #18668







307 Mills Ave

All

Street View & 360°



229 Mission St

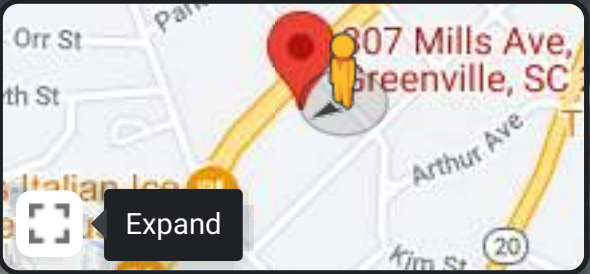
Greenville, South Carolina



Google Street View

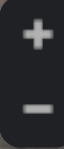
Nov 2018

[See more dates](#)



Expand

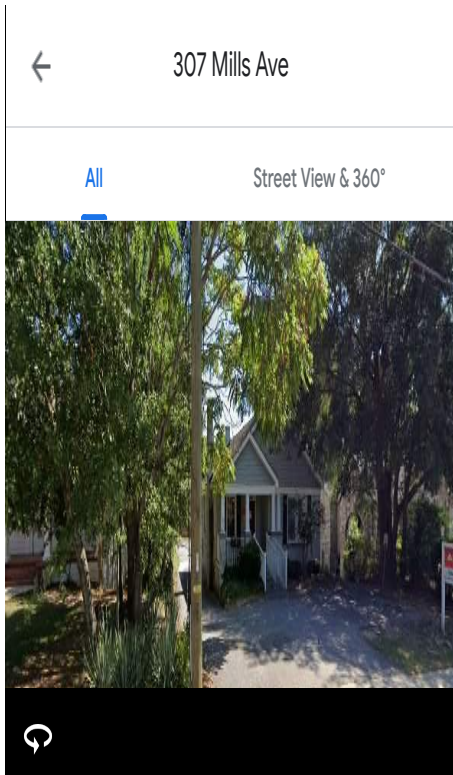
Google





Evergreen Trees 5' when planted
Growth to 20" feet tall.

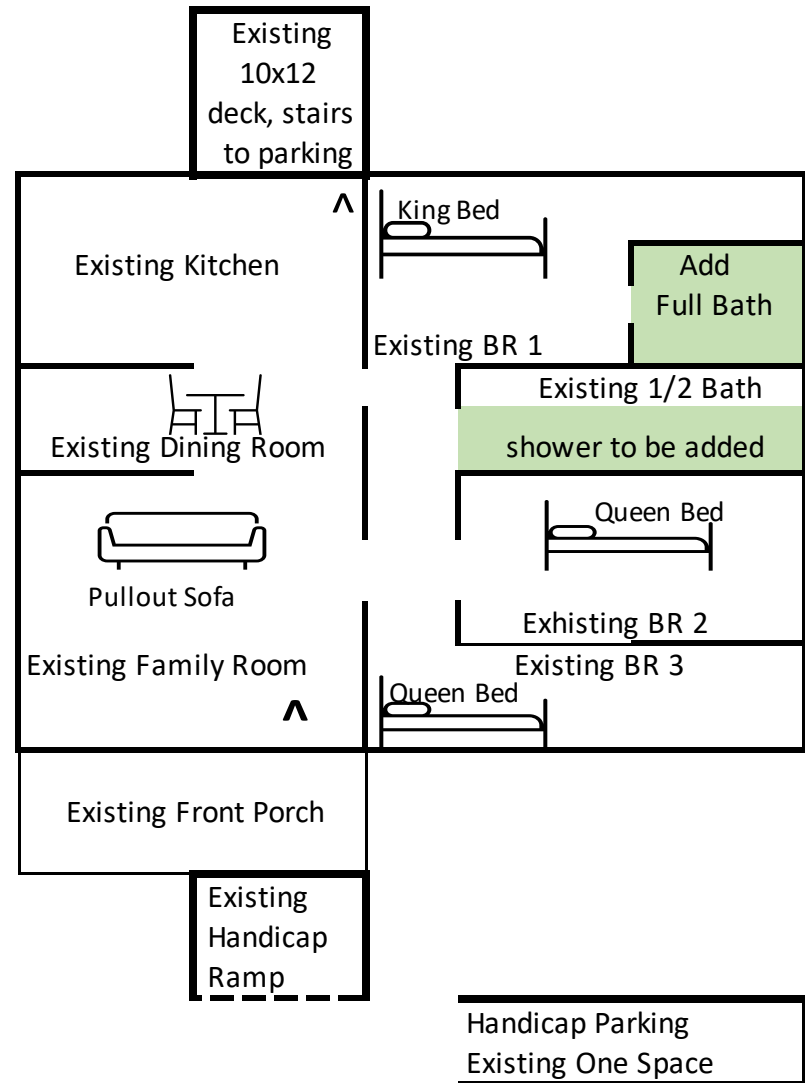
Approximately 30'x15'
of asphalt removed to
create a yard
with pavers/sidewalk
for backdoor entrance.



6 foot privacy fence from front
of neighbors house to the back
of house, along the driveway

307 Mills Avenue Existing Layout with Proposed Changes

Accommodations for a Maximum of 8 guests



Ross Zelenske

From: Jesskilcoyne@gmail.com
Sent: Monday, November 7, 2022 10:48 AM
To: michelle kilcoyne
Cc: Ross Zelenske
Subject: Re: Application Fee Invoice / S 22-664/meeting sign-in sheet

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

Hi Ross, As a quick recap of our meeting, it was held at Venture X at 645PM on Thursday Nov 3. There was only one attendee and no questions or issues were brought up or discussed about our plan to make 307 Mills Ave a short term rental.

Thank you,
Jessica

On Nov 7, 2022, at 10:34 AM, michelle kilcoyne <uscjsn@hotmail.com> wrote:

Good morning Ross,

We submitted payment of \$250 online last week. I am attaching the sign-in sheet for the neighborhood meeting.

Yesterday, Sunday Nov. 6th, I visited 303 Mills Avenue again. I went to the door and put a note in the mail slot in the door requesting that the occupant(s) call me. I can see from the porch windows and mail slot that there is no indication of any residents living there. In the front two rooms (where a family room would typically be in this floor plan), there are two small desks and one small printer. There are no other furnishings. The parking lot remains vacant. Therefore, unless notified otherwise, I have to assume this is vacant Office Space. I will let you know if I hear from anyone in response to my note.

We so appreciate you attending our meeting! It was nice to meet you and thank you for being so kind to answer all of our questions.

Kind Regards,

Neighborhood Meeting, November 3, 2022

Michelle Kilcoyne and Jessica Kilcoyne, co-owners of 307 Mills Ave., Greenville SC 29609 are requesting a Special Exception from the City of Greenville Zoning Department to allow this property to be able to accommodate short-term rentals.

- The applicants recognize a strong need for short-term accommodations in the City of Greenville and foresee this property (if approved) being utilized by the following: traveling medical staff who are seeking furnished housing with proximity to either or both the Prisma Hospital System, St. Francis Downtown, and the Prisma Cancer Institute; families of Greenville residents who are visiting for holidays, graduations, weddings, and other family events; non-residents seeking to relocate to Greenville, and business travelers.
- Applicants will not allow events, parties or the like that could create any type of nuisance to neighboring properties.
- Applicants will be planting evergreen trees at the rear of the property to insure the privacy of the neighbors behind the property. Applicants will also be planting evergreen trees at the existing fence lines of the properties to the left to the right of 307 Mills Ave.

Neighborhood Meeting

Project Name: 307 Mills Avenue

Location: Venture X

Time of the meeting: 10:45

Date: 11/3/2022

Representative holding meeting: Jessica Kilcoyne and Michelle Kilcoyne

Name	Street Address	Email
1 Ross Zelevski	706 S Main St	rzelevski@greenvillescga
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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

The undersigned, being duly sworn, depose, and state the following:

2. The letters were sent via first class mail and submitted for mailing at 4:21 AM (PM) on October 24, 2022, at the following mailbox, collection box, or post office location:

Amice Kloeckl
APPLICANT OR APPLICANT'S REPRESENTATIVE

Jessica Kilayne
Printed name

307 Mills Avenue Greenville SC 29605

this 26 day of October 2022.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission expires: My Commission Expires
January 28, 2032





**Planning Staff Report to
Board of Zoning Appeals
December 2, 2022**
for the December 8, 2022 Public Hearing

Docket Number:	S 22-761
Applicant:	Ascend Construction, LLC (Adam Pitts)
Property Owner:	Ascend Construction, LLC (Adam Pitts)
Property Location:	107 Whitsett Street
Tax Map Number:	004700-03-01100
Acreage:	0.22
Zoning:	OD, Office & Institutional District PO, Preservation Overlay District (Pettigru Street)
Proposal:	SPECIAL EXCEPTION to establish a 'Hotel/motel' (short-term rental) use

Applicable Sections of the City of Greenville Code of Ordinances:

Sec. 19-2.1.3 (A) (1), *Board of Zoning Appeals/Powers and Duties/Special Exceptions*

Sec. 19-2.3.5, *Special Exception Permit*

Sec. 19-4.1, *Table of Uses*

Sec. 19-4.2.4(H), *Visitor Accommodations*

Sec. 19-6.1, *Off-street parking and loading*

Staff Recommendation: Approve with conditions

Staff concludes that the application complies with standards to grant a Special Exception Permit for a 'Hotel/motel' use. If the Board decides to grant the Permit, Staff recommends the following conditions:

1. The Special Exception Permit shall be limited to the Applicant, Ascend Construction, LLC (Adam Pitts), and shall not be transferrable.
2. The use of the property shall substantially conform to the testimony of the Applicant and the content of the application and submitted documents.
3. Loading, unloading, and parking for short term rental guests shall be limited to the off-street parking locations identified in the application. The Applicant shall take measures to ensure that short term rental guests are informed of this requirement.
4. The Applicant shall monitor noise associated with the use and shall comply with the City's noise ordinance. If a noise violation or similar violation occurs at the property due to a short-term rental guest, the Applicant shall notify the Planning Department in writing of the incident. A pattern of noise ordinance violations shall be grounds for revocation of the Special Exception Permit.
5. The number of short-term rental guests occupying the one-bedroom dwelling units shall not exceed four (4) persons and the number of short-term rental guests occupying the two-bedroom dwelling unit shall not exceed six (6) persons. The two-bedroom unit shall be rented out as a whole unit and not by individual room.

6. The Applicant shall work with the city's Building Codes and Fire Prevention staff to ensure that the proposed use will comply the South Carolina Building and Fire Codes.

Staff Analysis:

The Applicant and Owner, Adam Pitts, proposes to use an existing three unit multiple-family building at 107 Whitsett Street for a visitor accommodation use (less than 30 days). The property is zoned OD, Office & Institutional District, and is located within the Pettigru Street Preservation Overlay District. According to subsection 19-4.2.4(H), *Visitor Accommodations*, dwelling units arranged for short-term stays of less than 30 days for rent, lease, or interval occupancy are classified as such, with designated examples including bed and breakfast inns, motels, and hotels. According to Table 19-4.1-2, *Table of Uses*, a hotel or motel use may be permitted by approval of special exception within the OD Zoning District.

A neighborhood meeting was not required for this application, but was held by the Applicant on November 30, 2022, in person at the Greenville County Hughes Main Library. A summary and sign-in sheet for this meeting are included as part of the application.

A Special Exception Permit shall be approved only upon finding that the applicant demonstrates **all** the following are met:

1. Consistent with the Comprehensive Plan

The Future Land Use Map of the City's GVL2040 Comprehensive Plan identifies the part of the 'Neighborhood Mixed-Use' classification.

'Neighborhood Mixed-Use' is a classification described as typically in compact urban areas with a combination of vertical and horizontal mixed-use developments that includes small retail and commercial uses along with a variety of residential types. These areas are pedestrian friendly and in close proximity to downtown. It is anticipated that single uses will not exceed 10,000 square feet and "drive-thrus" are restricted due to the close proximity to downtown and adjacent neighborhoods.

A short-term rental is classified as a commercial use which aligns with the future land use classification in the GVL 2040 Comprehensive Plan. Similar visitor accommodation uses exist within the Pettigru Street area and have been approved by the Board in the past.

Staff finds that the proposed use is consistent with the GVL2040 Comprehensive Plan.

2. Complies with use specific standards

The Land Management Ordinance does not contain use-specific standards for hotel/motel use, per Sec. 19-4.3.3(H).

Staff finds that the proposed use complies with specific use standards of the Land Management Ordinance.

3. Compatibility with the surrounding lands

Adjacent property is used (and zoned) as follows:

East: Multifamily (OD, Office and institutional)

North: Office (OD)

West: Office (OD)

South: Office and Hotel (Short term rental) (OD)

The proposed use is located within a larger, mixed-use area zoned OD, Office & Institutional. Adjacent properties include a marketing consultant, houses converted to offices, a multifamily

building, and across the street, a short-term rental (106 Whitsett Street). The closest and only single family residential use on the block appears to be 110 Whitsett Street.



Figure 1: Known property use. Red - Nonresidential; Yellow - Single Family Residential; Green - Multi Family Residential

Staff finds that the proposed use, with appropriate conditions, is compatible with surrounding lands.

4. Design does not have substantial adverse impacts

The property contains an existing multifamily residential building containing three units. The proposed use would apply to all three dwelling units. None of the units will be owner occupied or have an on-site manager.

The structures will retain the existing residential character from the exterior. Changes to the structure's exterior have been reviewed and approved by the Design Review Board staff and are ongoing. No changes to the site were noted in the application. Any additional changes would be required to meet the design standards for properties within a historic preservation overlay. No adverse visual impacts are anticipated from the use.

The Applicant has been informed that if more than 50 percent of the building is converted into short term rentals, the occupancy classification would change and would require an analysis of building and fire code compliance. Accessibility, life safety, and other code related improvements should be expected.

Per the application, there are two bedrooms in Unit 1, one bedroom in Unit 2, and one bedroom in Unit 3. All three units will be rented out independently. The unit with two bedrooms would not be rented out by the room.

Although minimum parking requirements are waived for properties in the historic preservation overlay, the property has accommodations for a total of eight parking spaces – all spaces are located behind the building and accessed from the alleyway. On-street parking is available but is regulated by the City of Greenville Parking Services through a permit program. The Applicant has indicated that no on-street parking would be utilized by short term rental guests.

The existing off-street parking spaces exceed the typical minimum parking ratio for hotel/motel uses (0.75 spaces per guest room; a total of four parking spaces would be required for the four bedrooms). No adverse parking and loading/unloading impacts are anticipated from the use.

The Applicant has indicated that he will be responsible for managing the property and that he has some experience managing short rental and other properties.

Noise monitoring devices will be installed to monitor noise levels on the property according to the application. An external video system will also be installed on the property to monitor guest activity outside according to the application.

A plan regarding trash was not provided in the application. It is assumed that rollouts will be used like nearby office and residential uses. The Applicant will be responsible for ensuring that the rollouts will be placed at the curb and returned to an inconspicuous location on the property.

The Applicant has indicated an awareness of the need to ensure compliance with the city noise ordinance and of the neighborhood concerns that the property has the potential to become a "party house" for short-rental guests, which is not acceptable. The aforementioned measures proposed by the Applicant should ensure that no adverse impacts related to noise, odor, glare, vibration are created and that the use does not create a nuisance.

Staff finds that the proposed use, with appropriate conditions, will not have substantial adverse impacts.

Staff Comments and Conditions

Fire Department Comments

Comments:

None

City Engineer Comments

Comments:

Application review approval is subject to the applicant satisfying all conditions and requirements of the engineering divisions.

Civil Engineer Comments

Comments:

None

Environmental Engineer Comments

Comments:

None

Traffic Engineer Comments

Comments:

None



city of
greenville

Office Use Only:

Application# _____ Fees Paid _____

Date Received _____ Accepted By _____

APPLICATION FOR SPECIAL EXCEPTION CITY OF GREENVILLE, SOUTH CAROLINA

APPLICANT / PERMITTEE* Adam Pitts Owner/Ascend Construction, LLC

* _____ Name _____ Title / Organization _____

permit may be limited to this entity. _____

APPLICANT'S REPRESENTATIVE: _____

(Optional) _____ Name _____ Title / Organization _____

MAILING ADDRESS: 1140 Woodruff Rd., Ste 106-146, Greenville SC 29607

PHONE: 864-696-6687 EMAIL: adam@ascendbr.com

PROPERTY OWNER: Ascend Construction, LLC

MAILING ADDRESS: 1140 Woodruff Rd., Ste 106-146, Greenville SC 29607

PHONE: 864-696-6687 EMAIL: adam@ascendbr.com

PROPERTY INFORMATION

STREET ADDRESS: 107 Whitsett St (Apt 1, 2 & 3

TAX PARCEL #: 0047000301100 ACREAGE: .221 ZONING DESIGNATION: OD

REQUEST

Refer to Article 19-4, Use Regulations, of the Land Management Ordinance (www.municode.com/library/)

DESCRIPTION OF PROPOSED LAND USE:

For at least the past year, 2 of the 3 units have been vacant and one unit was owner occupied by the previous owner (David McElhannon). We propose to use the 3 units in the building as furnished short term rentals which will be managed locally by us.

INSTRUCTIONS

1. The application and fee, **made payable to the City of Greenville**, must be received by the planning and development office no later than 5:00 pm of the date reflected on the attached schedule.

2. The applicant/owner must respond to the "standards" questions on page 2 of this application (you must answer "why" you believe the application meets the tests for the granting of a special exception). See also **Section 19-2.3.5, Special Exception Permit**, for additional information. You may attach a separate sheet addressing these questions.

3. You must attach a scaled drawing of the property that reflects, at a minimum, the following: (a) property lines, existing buildings, and other relevant site improvements; (b) the nature (and dimensions) of the proposed development (activity); (c) existing buildings and other relevant site improvements on adjacent properties; and, (d) topographic, natural features, etc. relevant to the requested special exception.

4. You must attach the required application fee: \$250.00

5. The administrator will review the application for "sufficiency" pursuant to **Section 19-2.2.6, Determination of Sufficiency**, prior to placing the application on the BZA agenda. If the application is determined to be "insufficient", the administrator will contact the applicant to request that the applicant resolve the deficiencies. **You are encouraged to schedule an application conference with a planner, who will review your application for "sufficiency" at the time it is submitted. Call (864) 467-4476 to schedule an appointment.**

6. You must post the subject property at least 15 days (but not more than 18 days) prior to the scheduled hearing date.

_____ 'Public Hearing' signs are acknowledged as received by the applicant

Applicant Signature

7. Please read carefully: The applicant and property owner affirm that all information submitted with this application; including any/all supplemental information is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

In addition the applicant affirms that the applicant or someone acting on the applicant's behalf has made a reasonable effort to determine whether a deed or other document places one or more restrictions on the property that preclude or impede the intended use and has found no record of such a restriction.

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

To that end, the applicant hereby affirms that the tract or parcel of land subject of the attached application is ☐ or is not ☒ restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the requested activity. ☐

Authentisign


APPLICANT / REPRESENTATIVE SIGNATURE

Authentisign 10/10/22


DATE

PROPERTY OWNER SIGNATURE

10/10/22

DATE

APPLICANT RESPONSE TO
SECTION 19-2.3.5(D)(1), STANDARDS – SPECIAL EXCEPTION

(YOU MAY ATTACH A SEPARATE SHEET)

1. DESCRIBE THE WAYS IN WHICH THE PROPOSED SPECIAL EXCEPTION IS CONSISTENT WITH THE COMPREHENSIVE PLAN.

The GVL2040 future plan is seeking to further develop downtown and the I-385/E-North st entrance into the city. By increasing short term rentals in this area it will give visitors more lodging options for this important future development corridor.

2. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL COMPLY WITH THE STANDARDS IN **SECTION 19-4.3, USE SPECIFIC STANDARDS.**

Hotel and motel is not subject to Specific Use Standards.

3. DESCRIBE THE WAYS IN WHICH THE REQUEST IS APPROPRIATE FOR ITS LOCATION AND IS COMPATIBLE WITH THE CHARACTER OF EXISTING AND PERMITTED USES OF SURROUNDING LANDS AND WILL NOT REDUCE THE PROPERTY VALUES THEREOF.

This property is in a primarily office area and due to Bon Secours and other event venues it already sees a variety mixed use activity at various times of day. There are a variety of approved short term rentals nearby.

4. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL MINIMIZE ADVERSE EFFECTS ON ADJACENT LANDS INCLUDING: VISUAL IMPACTS; SERVICE DELIVERY; PARKING AND LOADING; ODORS; NOISE; GLARE; AND, VIBRATION. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL NOT CREATE A NUISANCE.

We have ample parking behind our property, which backs up to a commercial building and entrance to 2 of 3 units is from the back. We will have security cameras and noise detectors on site. We also live close and will be able to frequently check prop.

**APPLICANT RESPONSE TO
SECTION 19-2.3.5(D)(2), STANDARDS – CHANGE IN NONCONFORMING USE**

(YOU MAY ATTACH A SEPARATE SHEET)

1. DESCRIBE THE WAYS IN WHICH THE PROPOSED NONCONFORMING USE IS MORE IN CHARACTER WITH, OR EQUAL TO, THE USES OTHERWISE PERMITTED IN THE ZONING DISTRICT THAN THE EXISTING OR PRIOR NONCONFORMING USES.

2. DESCRIBE THE WAYS IN WHICH THE PROPOSED NONCONFORMING USE WILL NOT SUBSTANTIALLY AND PERMANENTLY INJURE THE USE OF NEIGHBORING PROPERTY FOR THOSE USES PERMITTED WITHIN THE RELEVANT ZONING DISTRICT(S).

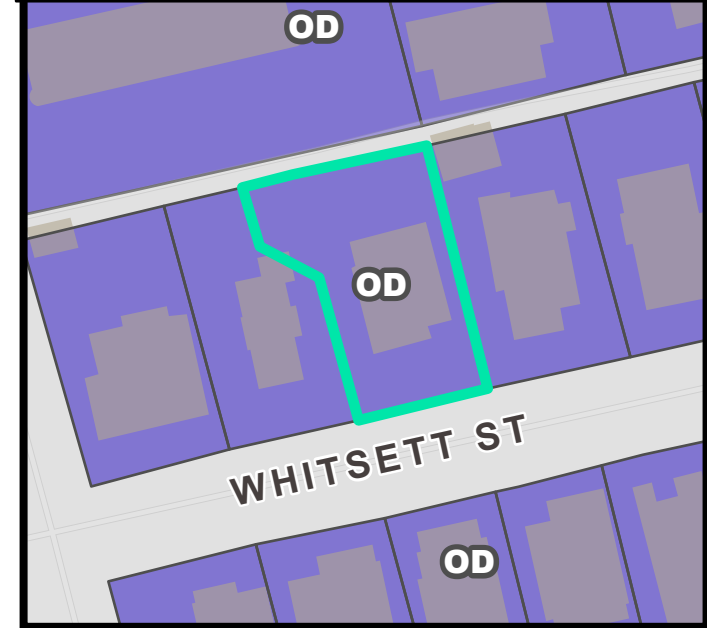
3. IS ADEQUATE INFRASTRUCTURE CAPACITY AVAILABLE TO SERVE THE PROPOSED NONCONFORMING USE?

4. IS THE PROPOSED USE ONE THAT IS OTHERWISE PERMISSIBLE IN ANOTHER ZONING DISTRICT WITHIN THE CITY?

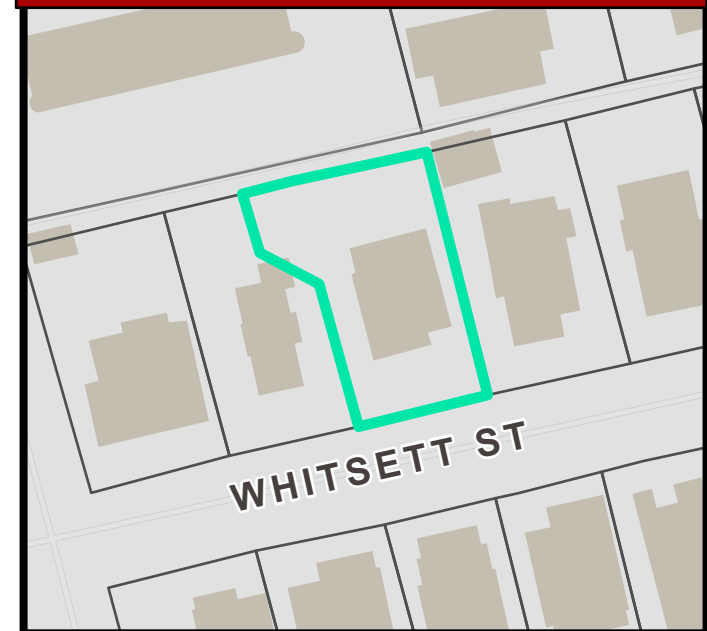
AERIAL VIEW



CURRENT ZONING



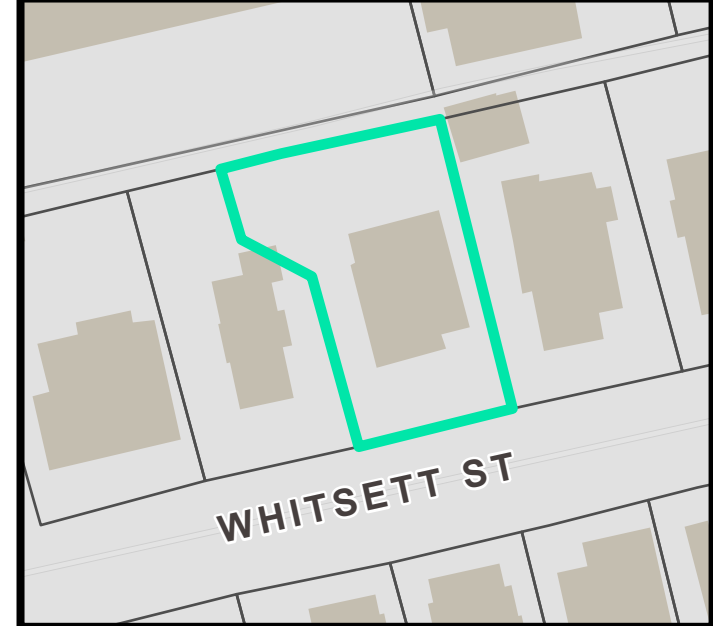
FUTURE LAND USE



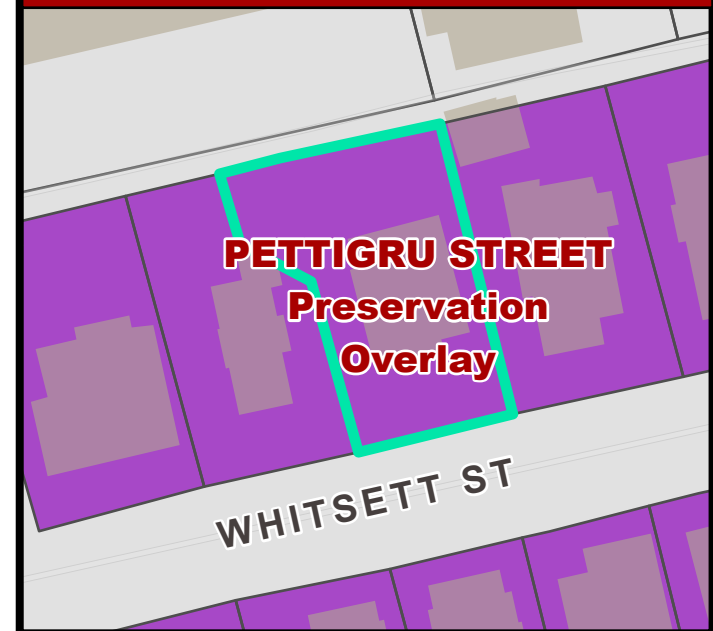
NATURAL / ENVIRONMENTAL FEATURES



SPECIAL EMPHASIS NEIGHBORHOODS

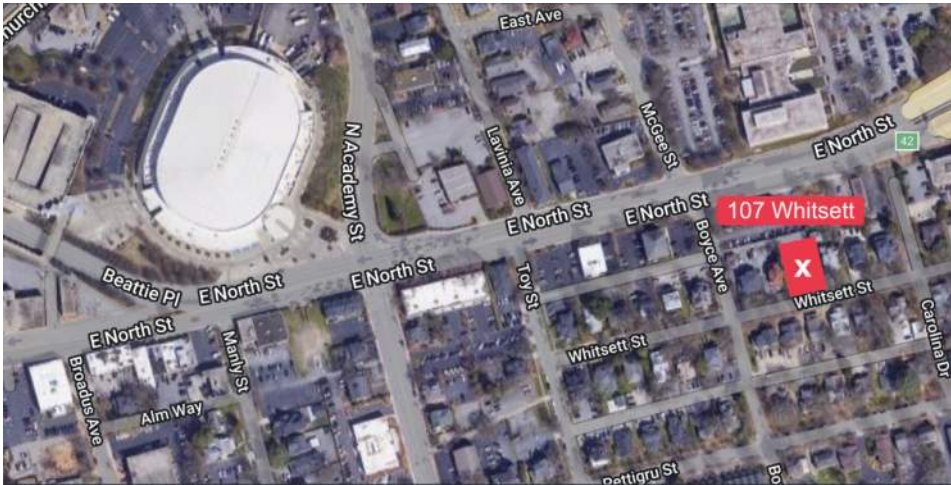


PRESERVATION OVERLAYS



107 Whitsett

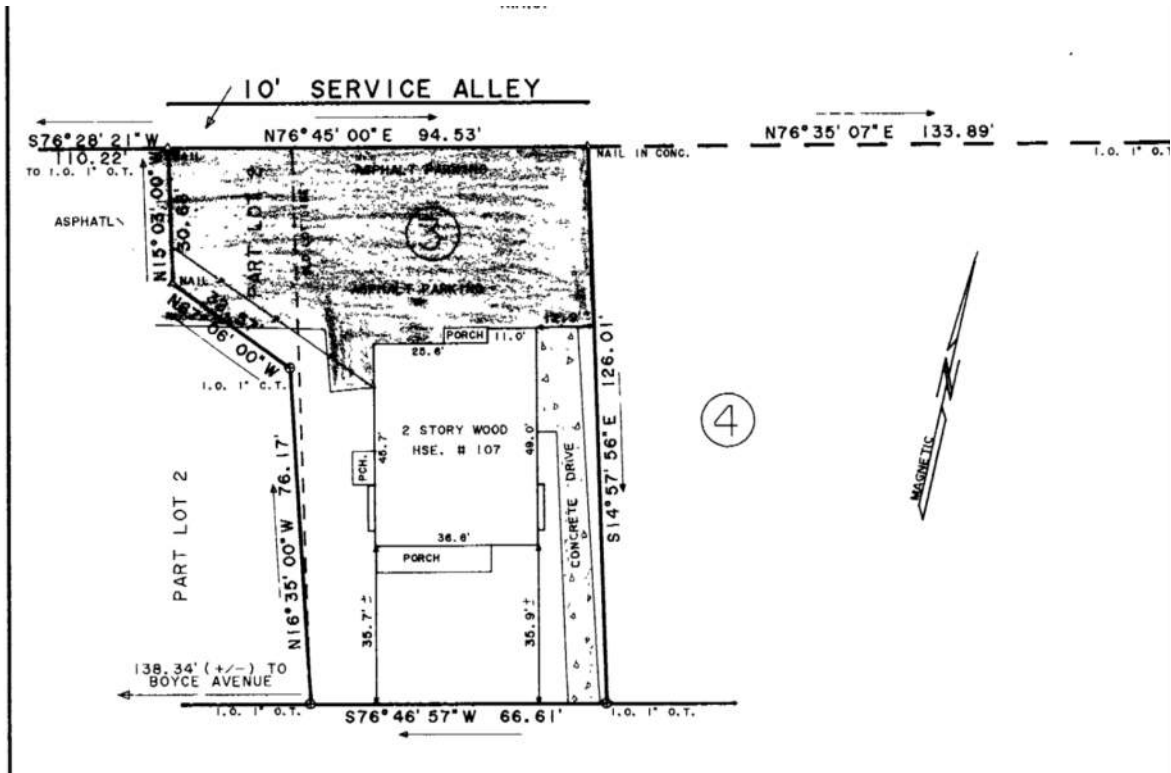
107 Whitsett



Zoning Overlay



Survey



Surrounding Area





Approved STR

Multi-family

Parking Plan



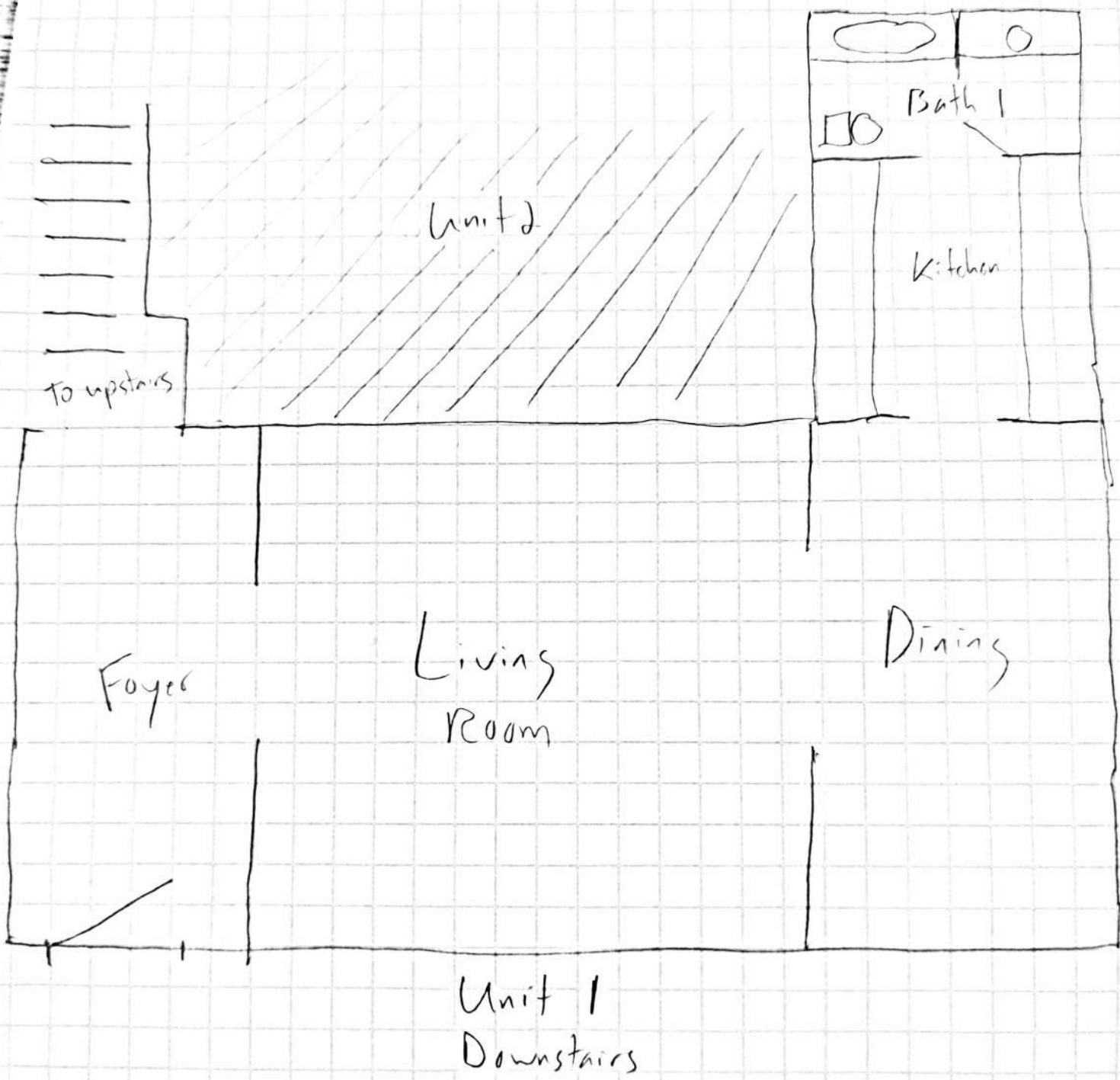
Arrows denote access to parking from back alley

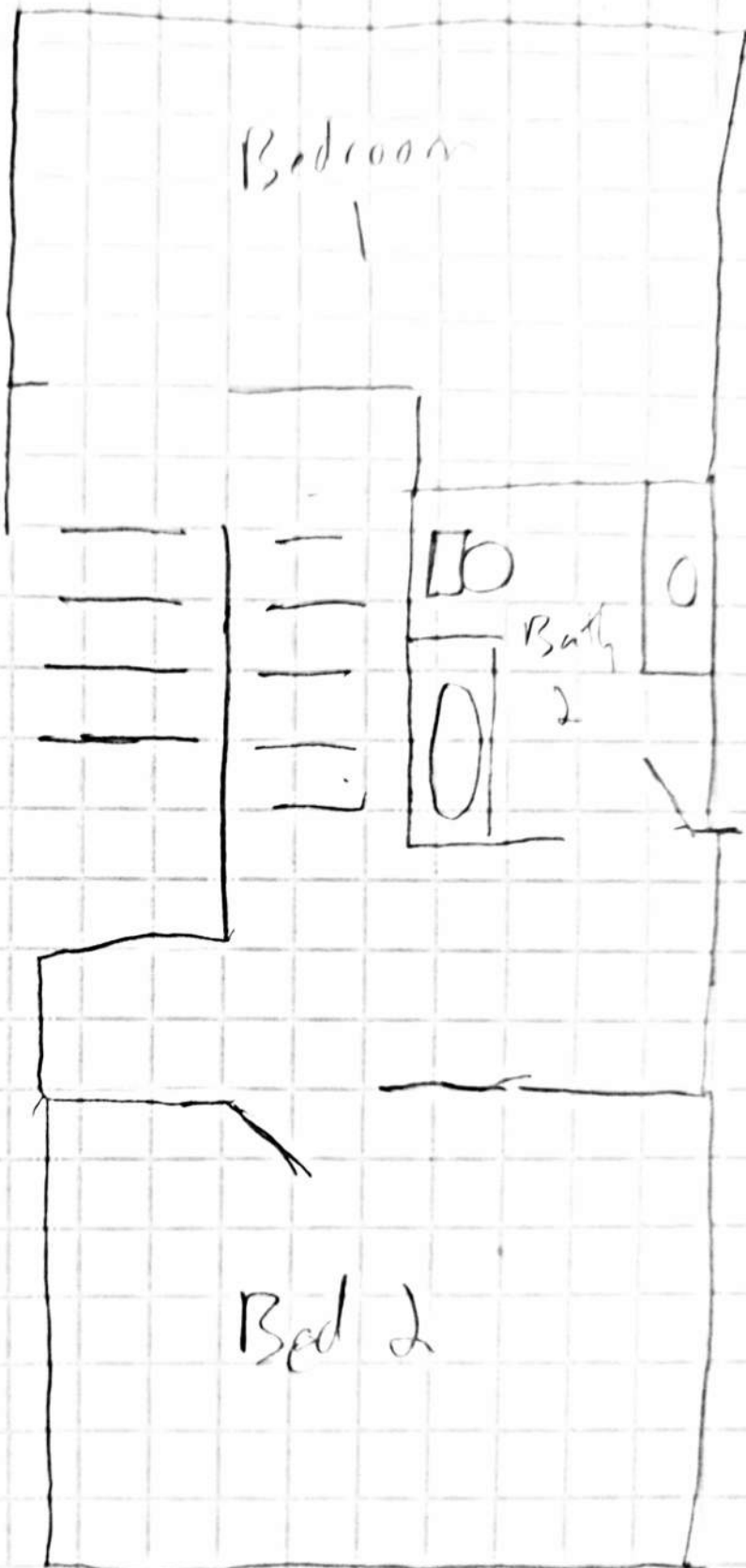
Red area is room for at least 8 cars parking behind building

Blue denotes 107 Whitsett structure

View of Parking Area







Bedroom 1

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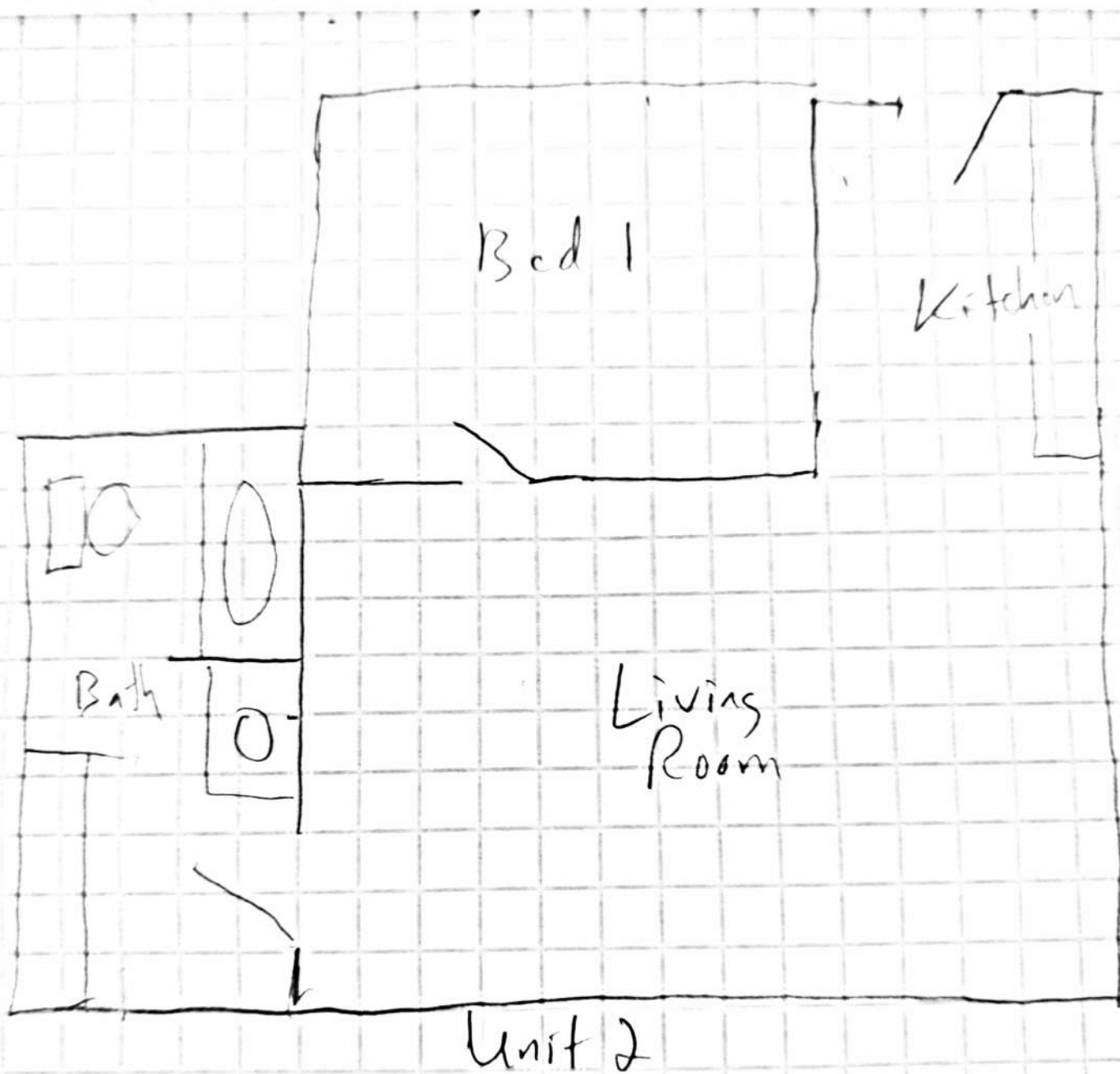
Bath 2

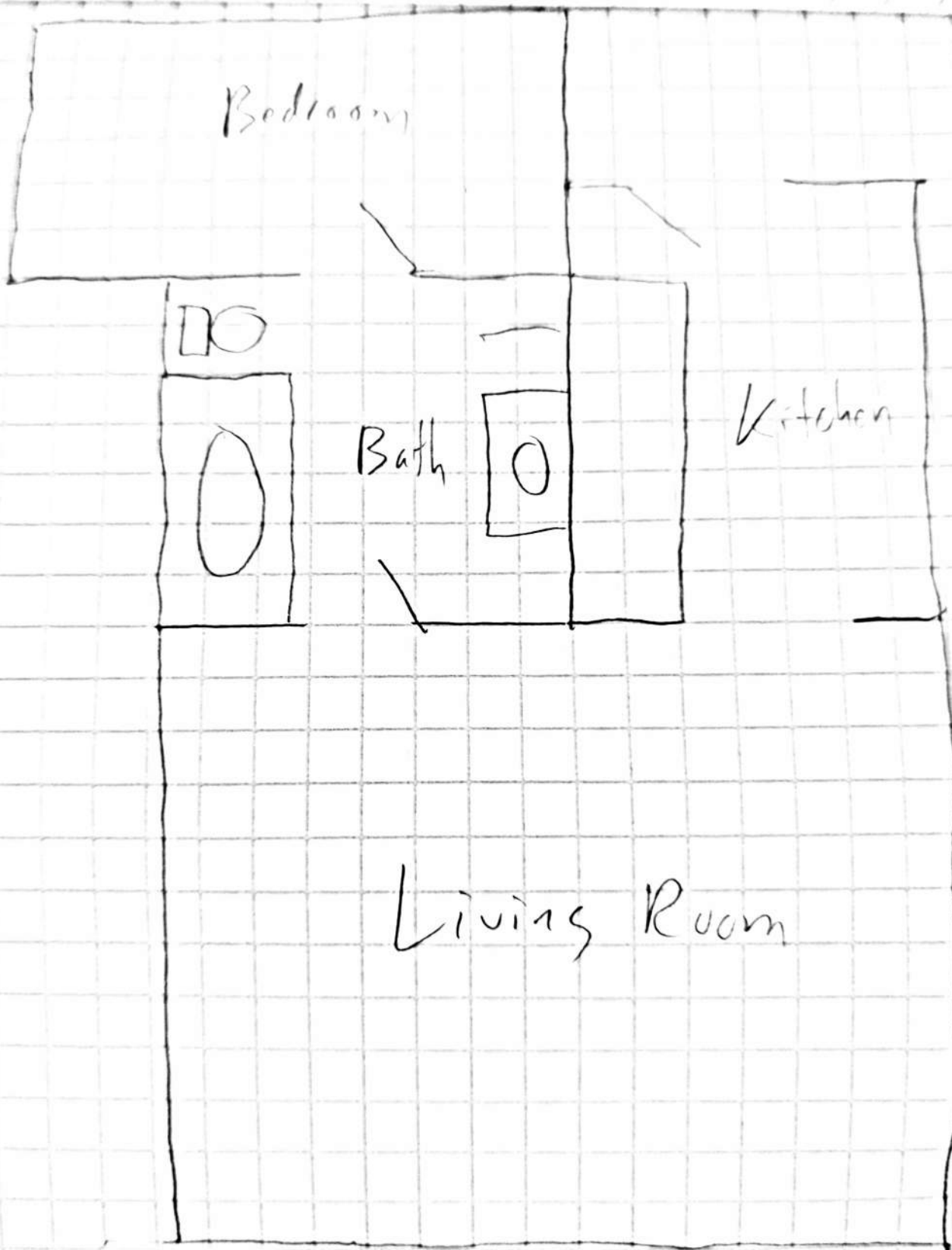
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Bed 2

Unit 1
Upstairs





Unit 3

107 Whitsett Neighborhood Meeting Summary Main Library - Meeting Room A

Meeting began promptly at 6:30pm with 7 people in attendance.

Adam Pitts began the meeting by reviewing the scope of the project and the information sheet that each attendee was given when they arrived. He informed them that the application was to use the triplex located at 107 Whitsett St. for the purpose of short term rentals. The triplex is composed of 1 two bedroom unit and 2 one bedroom units.

Adam gave background information on himself and family, who are the only owners of the property. He reviewed his background in real estate property management and work experience that positions him well to properly manage and monitor the property.

He continued to review the hand-out.

Attendee John Boyanaski explained that most of their issue with STR's in Pettigru has come from the use of large homes as rentals, which they feel invites parties and loud gatherings. Lori Donaldson confirmed this sentiment and they referenced a house on Williams st that an applicant had recently attempted to use as an STR.

Adam Pitts and attendees discussed his plans to monitor 107 Whitsett as well as the important differences between using small units like 107 Whitsett has vs large homes. The attendees agreed that due to the small unit size and occupancy limits of 107 Whitsett that it does not pose much of a threat for large, loud gatherings.

Attendees asked about parking, as questions had begun before that part of the handout was reviewed. Adam Pitts informed them that this property has an alley in the back between the commercial properties on E North St. and has room for 8+ vehicles to park off-street in the back.

Attendee David Burris said he supported our plan and thought the use of 107 Whitsett would be a good use of that property and a benefit to the area.

Attendee William Henry asked whether Adam Pitts would side with future STR applicants or whether he would participate in neighborhood efforts to prevent them. Adam answered that it would depend on the application - if the applicant were to create a cohesive plan, be a local owner committed to monitoring it then it would be hypocritical to seek to deny an otherwise appropriate application.

The attendees then began a lengthy discussion about Pettigru in general, it's transformation over the years, and their dreams for it for the future.

Adam Pitts stated that the transition from office back to residential is unlikely to happen instantly and that, perhaps, they should view STR's as a bridge to start turning the neighborhood back residential. Most of the attendees agreed that it is the commercial office properties that have been a detriment to the neighborhood feel of the area.

Conversation continued generically about the area, STR's, Greenville development and other such topics.

The general consensus was that 107 Whitsett was a good option for an STR, but that several of the attendees were inclined to, as a blanket rule, be opposed to STR's in Pettigru.

Meeting concluded at 7:30pm when everyone agreed there was no further need for discussion.

OTHER COMMENTS:

Prior to the meeting IAdam Pitts had spoken with other neighborhood members. Their comments are included.

Bryan Todd - 105 Whitsett St

Mr. Todd called Mr. Pitts on 11/4 to introduce himself. Mr. Pitts informed him of their intentions to potentially use the property as an STR. He didn't express any concerns at the time other than a desire to discuss shared landscaping.

Cassandra (Last name unknown) - 109 Whitsett St

Cassandra is a tenant at 109 Whitsett St.. Mr. Pitts told her they intend to use it for STR. She expressed no reservations but informed them that she cleans STR's and would love to clean for them.

Mark Kappel - 114 Whitsett

Mr Kappel called Mr. Pitts on the morning of 11/30. He expressed a desire to attend but was, unfortunately, out of town. Mr. Pitts told him of their intention to use the triplex property as a STR. Mr. Kappel stated he no concerns with this use, he was simply wanting to make sure it wasn't going to be used as any sort of half-way housing, our other such usage.

Dee Mitchell - Lavinia St.

Dee Mitchell called on 12/1 to ask questions regarding the STR application. Mr. Pitts explained that they were seeking a permit to use the triplex for STR. Ms. Mitchell explained her only real concern with STR's was not proper vetting of the guests. Mr. Pitts stated that all STR rental sites have vetting processes before being allowed to book on the platform and that renting STR's provides very little, if any, anonymity for those booking it. Other than that, she had no concerns and wishes him luck with the venture.

Michael Hallman

Mr. Hallman emailed Mr. Pitts and Mr. Zelenske (City of Greenville) to express his desire to see the STR permit be denied. His concerns stated via email are below.

STR benefit only the applicant and add nothing to the Pettigru Historic District neighborhood..

Applicant knew he could not use property as intended when he purchased.

Inability to maximize profit is not a proper consideration.

Applicant has ignored Impact on Neighborhood and Property values. If Approved this is a FOREVER change and will impact other property owners and property forever. This proposed use places an unreasonable burden on the Neighborhood forever.

Recent events demand that no more Special Exceptions, especially in this District, be considered by this Board.

The Land Management Regulations re-write anticipated in Phase One of the Greenville 2040 Comprehensive Plan is pending, not completed and it's application is an indispensable contingency prior to consideration of this application. :

This application is particularly egregious and inconsistent with the Greenville 2040 Comprehensive Plan because, based on anecdotal information available, the applicant seems to be seeking approval to

eliminate 3 rentals from the rental housing stock and convert to short term rentals. Again, this is incompatible with the Comprehensive Plan as it pertains to housing stock and affordable housing.

The Application is Incomplete by failing to answer any of the four question posed by Code Section 19-2.3.5(D)(2) Standards as previously demanded on similar applications.and should result in DENIAL!

Neighborhood Meeting

Project Name: 107 Whitsett St.

Location: Greenville Main Library

Time of the meeting: 6:30pm

Date: 11-30-22

Representative holding meeting: Adam Pitts

Name	Street Address	Email
1 LORI DONALDSON	302 PETTIGRU ST.	INFO@pettigruplace.com
2 John Boyanowski	11 Taylor St	jboyanowski@completepr.net
3 ZACH DANLOST	12 BOULEVARD	ZACH.DANLOST@gmail.com
4 David Burriss	615 BATHURST ST.	david.burriss@spnyc.com
5 Stacey Owens	1414 E. WASHINGTON ST.	SOwens@SPNyc.com
6 William HENRY	614 Pettigru	Billhenrysc@Yahoo.com
7 Ross Zelenuske	206 S Main St	rzelenuske@greenville-sc.gov
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107 Whitsett St. Neighborhood Meeting

Neighborhood Meeting Summary:

We are applying with the city to use 107 Whitsett st. (a triplex) for furnished short term rentals (<30 days) to be advertised/booked on sites like AirBnB, VRBO, etc.. One unit is 2 bedrooms which will have a 4 person occupancy limit, the other two units are small 1 bedrooms which will each have a 2 person occupancy limit. Total occupancy between all 3 units will be capped at up to 8 people.

This meeting is not required by the city, but we are doing it voluntarily out of a desire to alert neighbors of our plans and address any concerns as effectively as possible.

Who We are NOT

- Out of town investors
- Absent owners

We ARE

Local - We are a family (husband, wife, 3 kids!) who live nearby in North Main

Solo Investors - this is our hard-earned money at work! We have no "deep pocket" partner.

Experienced Managers - We've managed a STR before and also have managed 25+ unit apartment buildings, commercial property, and single family residential property.

Licensed Real Estate Broker - We understand real estate and seek to add value.

Licensed General Contractor - Every property we buy gets renovated and adds value to our neighbors.

Why Short Term Rental?

Better Return and Stability - Short term rentals that are run properly provide greater flexibility, and greater rate of return. With current real estate pricing in Pettigru, long term traditional rents simply don't make financial sense.

Legally Permitted in Pettigru - Pettigru is one of only a few areas of the city where STR's are allowed, and we wanted to follow the rules.

Historic Precedent - Pettigru has a history of short term rentals with the well known Pettigru Place, having been in business for around 30 years.

Benefits of Short Term Rentals

Short Lived Problems - In the rare event that a short term tenant creates noise or other problems, they are gone either immediately or quickly and then generally banned from the booking platforms. Long term tenants that cause problems have a legally binding lease that makes it much more difficult to remove them.

Property Upkeep - Short term rentals thrive off the reviews of guests. As such, almost any property you see that is a well managed short-term rental will be nicely maintained and add value to surrounding properties. Owners of long-term rented properties have less motivation to maintain the property as their tenants are locked into longer term leases.

107 Whitsett St. Neighborhood Meeting

How Will We Monitor the Property?

We live 7 minutes away and will personally be checking on it frequently.

Occupancy Detection Systems

These systems detect the number of mobile devices on site and alerts us if it appears too many guests are on site. (www.minut.com)

Noise Detection Systems

These systems are installed in each unit and will alert us if noise levels get above a certain range. (www.minut.com)

On-Site Wifi Camera System

This system will monitor all exterior areas, are visible remotely, and allow us to see each guest as they come and go. (www.blinkforhome.com)

Where Will The Guests Park?

Our property backs up to a business on E North St. and has alley-way access to parking behind the property. We have space for 8 vehicles to park behind the house so there will be no on-street parking allowed by our guests.

We Want to be Good Neighbors!

This property represents a significant investment from us and, as such, we want it maintained and cared for by all guests. If you ever have any questions, comments, concerns please reach out to me directly.

Adam Pitts

864-696-6687

adam@ascendbr.com

www.ascendbr.com

Application # _____
(for staff use only)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

)
)

AFFIDAVIT

The undersigned, being duly sworn, depose, and state the following:

1. The letters providing notice of the required neighborhood meeting to property owners and occupants within 1,000 feet of the property subject to the application before the City of Greenville Planning Commission were mailed at least ten (10) calendar days before the date of the neighborhood meeting as required by Sec. 19-2.2.4 of the Greenville City Code.
2. The letters were sent via first class mail and submitted for mailing at 4 AM/PM on 11/18, 2022, at the following mailbox, collection box, or post office location:

Greenville Bulk Mail Entry Unit
(e.g. Collection box at 209 N. Main Street, or the Greenville Downtown Post Office)

Adam Pitts
APPLICANT OR APPLICANT'S REPRESENTATIVE

Adam Pitts
Printed name

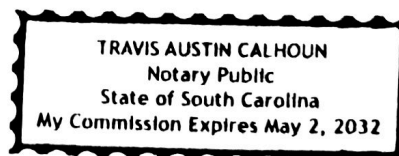
107 Whitsett St. Greenville, SC 29601
Application Number or Address of the Subject Property

SWORN TO before me

this 2 day of December 2022.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission expires: May 2, 2032





**Planning Staff Report to
Board of Zoning Appeals
December 2, 2022**
for the December 8, 2022 Public Hearing

Docket Number:	S 22-785
Applicant:	Veterinary Emergency Group
Applicant Agent:	Nelson & Galbreath, LLC (Jeffrey S. Harris, Esq.)
Property Owner:	Magnolia Park Greenville, LLC
Property Location:	1025 Woodruff Road Suite K103
Tax Map Number:	054702-01-02504
Acreage:	39.34 (approximately 7,501 square feet of tenant space)
Zoning:	PD, Planned Development District
Proposal:	SPECIAL EXCEPTION to operate a ‘Veterinary clinic, indoor only’ use with operation after midnight

Applicable Sections of the City of Greenville Code of Ordinances:

Sec.19-2.1.3 (A) (1), *Board of Zoning Appeals/Powers and Duties/Special Exceptions*
Sec.19-2.3.3, *Planned Development District*
Sec.19-2.3.5, *Special Exception Permit*
Sec.19-4.1, *Table of Uses*
Sec.19-4.3.3 (A), *Use Specific Standards, Commercial Uses, General*

Staff Recommendation: Approve with Conditions

Staff concludes that the Application complies with the standards to grant a Special Exception Permit as a **‘Veterinary clinic, indoor only’** permitted to operate after midnight. If the Board decides to grant the Permit, Staff suggests the following conditions:

1. The operation of the establishment shall substantially conform to the testimony of the Applicant, Veterinary Emergency Group and the Applicant’s Agent, Nelson & Galbreath, LLC (Jeffrey S. Harris, Esq.), the property (TM #054702-01-02504), and the content of the application.
2. Delivery, waste collection, and similar commercial traffic is prohibited between the hours of 12:00 midnight and 7:00 a.m.
3. Loitering, solicitation, and disorderly conduct is prohibited at all times; rules consistent with the provisions of the Greenville Code of Ordinances shall be posted in conspicuous locations and shall be enforced by the proprietors.
4. Exterior doors shall remain closed except to provide ingress and egress between the hours of 10:00 p.m. and 5:00 a.m.
5. The special exception permit shall be limited to the applicant and shall not be transferrable. Copy of the special exception permit shall be maintained on the premises with other related inspection, licensing, and occupancy information.

6. The Applicant shall ensure that animal waste facilities are provided within close proximity to the tenant suite and these facilities are adequately maintained at all times.
7. The Applicant shall ensure that all potential nuisances for the use, including noise, waste, odor, and animal interaction, are kept at a minimum. The Applicant shall ensure compliance with the city's noise ordinance and other applicable laws.
8. The Applicant shall work with the city's Environmental Engineering staff to ensure that the use will comply with all Environmental Engineering Division requirements, to include measures that ensure pet waste and animal hair is properly disposed of.

Staff Analysis:

The Applicant, Veterinary Emergency Group, requests a special exception for an "veterinary clinic, indoor only" use to operate after midnight in the Magnolia Park development. The Magnolia Park development was annexed and zoned Planned Development (PD) in 2006 through AX-08-2006. The subject site is located at 1025 Woodruff Road in Suite 103 of Building K, which includes two other commercial uses.

Per Sections 19-4.1 (*Table of Uses*) and 19-4.3.3(A), a special exception permit is required for commercial uses that are open to the public between the hours of 12 midnight at 5:00am. The proposed use falls within the *retail sales and services* use category in Section 19-4.1 and intends to provide 24-hour care to animals.

A Special Exception Permit shall be approved only upon finding that the applicant demonstrates **all** the following are met:

1. The Use Is Consistent with the Comprehensive Plan(s):

The Future Land Use Map of the City's GVL2040 Comprehensive Plan designates this property 'Regional Mixed-Use' which is described as follows:

This land use classification is located adjacent to I-85 and I-385 and serves the greater Greenville area. It includes typical medium and large commercial developments with pockets of nearby multi-family and light-industrial uses.

The proposed use is commercial in nature and is located within a large commercial development along Woodruff Road known as Magnolia Park.

Staff finds that the proposed use is consistent with the GVL 2040 Comprehensive Plan.

2. The Use Will Comply with the Use Specific Standards:

Use-specific standards for commercial uses open after midnight, are listed below:

19-4.3.3(A) General.

- (1) *Design standards. Except where specifically exempted by this chapter, nonresidential uses shall comply with the standards in subsection 19-6.5.*
- (2) *Commercial uses located within the OD, C-1, C-2, C-3, C-4, S-1, RDV, and PD districts open to the public between the hours of 12 midnight and 5:00 a.m. require a special exception permit, except when a conditional use permit is required, and, at a minimum, are subject to the following standards:*
 - (a) *The standards for granting a special exception permit.*
 - (b) *On-site traffic shall be directed away from abutting residential uses or residential districts between the hours of 12:00 midnight and 5:00 a.m.*
 - (c) *Delivery, waste collection, and similar commercial traffic is prohibited between the hours of 12:00 midnight and 7:00 a.m.*

- (d) *Loitering, solicitation, and disorderly conduct is prohibited at all times; rules consistent with the provisions of the Greenville Code of Ordinances shall be posted in conspicuous locations and shall be enforced by the proprietors.*
- (e) *Exterior sound amplification is prohibited except in areas specifically authorized on the approved site plan and/or floor plan; all amplified sound shall be directed inward toward the facility and away from any adjoining use or public property. No exterior amplified sound shall be permitted between the hours of 10:00 p.m. and 11:00 a.m. Interior sound amplification shall be located only as reflected on an approved floor plan and shall be directed away from the principal entrance or directed toward the interior of the building.*
- (f) *Drive-through facilities shall be closed between the hours of 12:00 midnight and 5:00 a.m.*
- (g) *Exterior doors shall remain closed except to provide ingress and egress between the hours of 10:00 p.m. and 5:00 a.m.*
- (h) *The required permit, either special exception permit or conditional use permit, shall be limited to the applicant and shall not be transferrable. Copy of the special exception permit or the conditional use permit shall be maintained on the premises with other related inspection, licensing, and occupancy information.*

The Applicant states their intent to comply with these use-specific criteria within their application. At the pre-application meeting and through correspondence with staff, the Applicant has displayed awareness of potential issues about noise, waste, odor, and other potential nuisances that could foster incompatibility with the surrounding businesses.

The Land Management Ordinance does not have use specific standards for veterinary clinics.

Staff recommends the incorporation of the applicable use specific standards as conditions of approval.

Staff finds, with appropriate conditions, the use complies with the specific use standards of the Land Management Ordinance.

3. The Use Is Compatible with the Character of Surrounding Lands:

Adjacent property is used (and zoned) as follows:

East: Retail sales (C-3)

North: Office (County S-1) and Retail sales (PD)

West: Retail sales and restaurant (S-1, County C-2, and County S-1)

South: Retail sales and restaurant (C-2 and C-3)

The property is part of the Magnolia Park development that is zoned Planned Development. Staff has determined that the use is consistent with the Planned Development regulating plan and statement of intent. The use will occupy a one-story, 7,501 SF commercial tenant suite located between an existing retail store and a restaurant with indoor and outdoor seating. Additional uses within Magnolia Park include entertainment uses (Regal Cinemas and Dave and Busters), retail shops (Cabela's, Rooms to Go, and more), and restaurants (Yard House, Cheddar's, and more).

Surrounding properties are zoned C-2, C-3, S-1, PD, County C-2, and County S-1 and are used for non-residential purposes, including retail, restaurant, and office. There are no residential uses within the immediate vicinity of the use.

The Applicant has stated that a 24-hour operation is necessary to ensure animal care services are available for emergencies that cannot wait until regular business hours. No boarding of animals will occur. The business will not add any dedicated outdoor areas and outdoor activities associated with the business will be minimal according to the Applicant.

The overnight business hours are not anticipated to create a conflict with other neighboring businesses.

Staff finds that the use is compatible with surrounding lands.

4. The Design Does Not Have Substantial Adverse Impact:

The proposed use is located within an existing shopping center. No changes are proposed to the exterior of the building or to the site as part of the application. No visual impacts are anticipated from the use.

The shopping center has solid waste facilities at the rear of the multi-tenant building. These facilities are adequately screened for compliance. Pet waste facilities are recommended near the tenant space to ensure that issues associated with animal waste, such as odors, are minimized.

Parking is existing for the Magnolia Park development and will not be modified for the use. Access to the development will use the existing shared access points from Woodruff Road. Impacts of service delivery and parking will not exceed those already anticipated for the development.

The Applicant has indicated a mitigation plan to address all potential nuisances, including noise, odor, waste, and human-animal interaction. Through correspondence, it has been communicated that animal waste disposal will be conducted in a manner that will not negatively impact public utility systems, which is consistent with standard practice in animal care, per Applicant testimony.

Staff finds that the use and its design, with appropriate conditions, will not have substantial adverse impacts.

Staff Comments and Conditions

Fire Department Comments

Comments:

No comments.

City Engineer Comments

Comments:

Application review approval is subject to the applicant satisfying all conditions and requirements of the engineering divisions.

Civil Engineer Comments

Comments:

No comments.

Environmental Engineer Comments

Comments:

1. If business is a change of use, submit a sanitary sewer capacity request to the City of Greenville and ReWa

Traffic Engineer Comments

Comments:

S 22-785
1025 Woodruff Road Suite K103

No comments.



Office Use Only:

Application# _____ Fees Paid _____

Date Received _____ Accepted By _____

APPLICATION FOR SPECIAL EXCEPTION CITY OF GREENVILLE, SOUTH CAROLINA

APPLICANT / PERMITTEE*: Veterinary Emergency Group

* _____ Name _____ Title / Organization _____

permit may be limited to this entity. _____

APPLICANT'S REPRESENTATIVE: Jeffrey S. Harris, Esquire / Attorney / Nelson & Galbreath, LLC
(Optional) _____ Name _____ Title / Organization _____

MAILING ADDRESS: 131 Falls Street, Ste 101, Greenville, SC 29601

PHONE: 864-232-3766 EMAIL: jharris@nelsongalbreath.com

PROPERTY OWNER: Magnolia Park Greenville, LLC

MAILING ADDRESS: 20 S. Clark Street #3000, Chicago, IL 60603

PHONE: 312-279-5944 EMAIL: pskontos@wilkow.com

PROPERTY INFORMATION

STREET ADDRESS: 1025 Woodruff Road Suite K03, Greenville, SC 29607

TAX PARCEL #: p/o 0547020102504 ACREAGE: 7501sqft ZONING DESIGNATION: PD

REQUEST

Refer to Article 19-4, Use Regulations, of the Land Management Ordinance (www.municode.com/library/)

DESCRIPTION OF PROPOSED LAND USE:

Veterinary Clinic - Indoor Only (Table 19-4.1-2) (Permitted under PD, permit required for 24 hour operation)

INSTRUCTIONS

1. The application and fee, **made payable to the City of Greenville**, must be received by the planning and development office no later than 5:00 pm of the date reflected on the attached schedule.

2. The applicant/owner must respond to the "standards" questions on page 2 of this application (you must answer "why" you believe the application meets the tests for the granting of a special exception). See also **Section 19-2.3.5, Special Exception Permit**, for additional information. You may attach a separate sheet addressing these questions.

3. You must attach a scaled drawing of the property that reflects, at a minimum, the following: (a) property lines, existing buildings, and other relevant site improvements; (b) the nature (and dimensions) of the proposed development (activity); (c) existing buildings and other relevant site improvements on adjacent properties; and, (d) topographic, natural features, etc. relevant to the requested special exception.

4. You must attach the required application fee: \$250.00

5. The administrator will review the application for "sufficiency" pursuant to **Section 19-2.2.6, Determination of Sufficiency**, prior to placing the application on the BZA agenda. If the application is determined to be "insufficient", the administrator will contact the applicant to request that the applicant resolve the deficiencies. **You are encouraged to schedule an application conference with a planner, who will review your application for "sufficiency" at the time it is submitted. Call (864) 467-4476 to schedule an appointment.**

6. You must post the subject property at least 15 days (but not more than 18 days) prior to the scheduled hearing date.

_____ 'Public Hearing' signs are acknowledged as received by the applicant

J. J. J.

Applicant Signature

7. **Please read carefully:** The applicant and property owner affirm that all information submitted with this application; including any/all supplemental information is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

In addition the applicant affirms that the applicant or someone acting on the applicant's behalf has made a reasonable effort to determine whether a deed or other document places one or more restrictions on the property that preclude or impede the intended use and has found no record of such a restriction.

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

To that end, the applicant hereby affirms that the tract or parcel of land subject of the attached application is ☐ or is not ☒ restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the requested activity.

J. J. J.

10/24/2022

APPLICANT / REPRESENTATIVE SIGNATURE

DATE

*

PROPERTY OWNER SIGNATURE

10/31/22

DATE

*M & J Wilkow Properties, LLC, Series II, as an independent contractor for Magnolia Park Shopping Center, Greenville, SC
By: M & J Wilkow, Ltd., its sole member

By: *Marc R. Wilkow*
Marc R. Wilkow
President

APPLICANT RESPONSE TO
SECTION 19-2.3.5(D)(1), STANDARDS – SPECIAL EXCEPTION

(YOU MAY ATTACH A SEPARATE SHEET)

1. DESCRIBE THE WAYS IN WHICH THE PROPOSED SPECIAL EXCEPTION IS CONSISTENT WITH THE COMPREHENSIVE PLAN.

SEE ATTACHED

2. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL COMPLY WITH THE STANDARDS IN **SECTION 19-4.3, USE SPECIFIC STANDARDS.**

SEE ATTACHED

3. DESCRIBE THE WAYS IN WHICH THE REQUEST IS APPROPRIATE FOR ITS LOCATION AND IS COMPATIBLE WITH THE CHARACTER OF EXISTING AND PERMITTED USES OF SURROUNDING LANDS AND WILL NOT REDUCE THE PROPERTY VALUES THEREOF.

SEE ATTACHED

4. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL MINIMIZE ADVERSE EFFECTS ON ADJACENT LANDS INCLUDING: VISUAL IMPACTS; SERVICE DELIVERY; PARKING AND LOADING; ODORS; NOISE; GLARE; AND, VIBRATION. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL NOT CREATE A NUISANCE.

SEE ATTACHED

APPLICANT RESPONSE TO
SECTION 19-2.3.5(D)(2), STANDARDS – CHANGE IN NONCONFORMING USE

(YOU MAY ATTACH A SEPARATE SHEET)

1. DESCRIBE THE WAYS IN WHICH THE PROPOSED NONCONFORMING USE IS MORE IN CHARACTER WITH, OR EQUAL TO, THE USES OTHERWISE PERMITTED IN THE ZONING DISTRICT THAN THE EXISTING OR PRIOR NONCONFORMING USES.

n/a

2. DESCRIBE THE WAYS IN WHICH THE PROPOSED NONCONFORMING USE WILL NOT SUBSTANTIALLY AND PERMANENTLY INJURE THE USE OF NEIGHBORING PROPERTY FOR THOSE USES PERMITTED WITHIN THE RELEVANT ZONING DISTRICT(S).

n/a

3. IS ADEQUATE INFRASTRUCTURE CAPACITY AVAILABLE TO SERVE THE PROPOSED NONCONFORMING USE?

n/a

4. IS THE PROPOSED USE ONE THAT IS OTHERWISE PERMISSIBLE IN ANOTHER ZONING DISTRICT WITHIN THE CITY?

n/a

Addendum to Special Exception Permit Application - Applicant Responses

1. Magnolia Park is located in a zone marked on the Comprehensive Plan as Regional Mixed-Used, characterized by “typical medium and large commercial developments with pockets of nearby multifamily and light industrial uses.” Retail sales and services, the category which Applicant’s business falls under, falls squarely within this description and the guideline does not describe the operating hours of consistent uses. More important than the zone itself, however, adjacent areas served by Applicant’s particular Regional Mixed-Used area are classified Urban Node Mixed-Use and Urban Residential, both of which are areas under the comprehensive plan where people, with pets, will reside and require access to Applicant’s services outside of normal business hours. Applicant’s 24-hour business functions to fulfill critical needs at often occur during the times that people are not traditionally planning to visit a businesses, and in doing so compliments surrounding zones in accordance with the purpose of the Comprehensive Plan.

2. Applicant's use falls under 19-4.3.4 - Service and Industrial Uses. Operation from 12am-5am is generally permitted with a conditional use permit for these uses, and Applicant's use complies with the general standards without adaptation or modification of its business practices.

The Ordinance considers standards regarding traffic near residential districts, deliveries and waste collection, loitering and solicitation, sound amplification, drive throughs, and open-door businesses. The subject property here is not adjacent to any residential districts, so direction of late-night traffic away from residential districts need not be a consideration and will not need to be addressed. Deliveries, waste management, and other forms of commercial traffic to and from Applicant’s business will not occur from 12am to 7am because Applicant is open 24 hours, and is able to handle commercial traffic during normal business hours; additionally, these services are controlled and operated by third parties which operate only during normal business hours, outside the 12am-7am window of restriction. Loitering, solicitation, and disorderly conduct is unlikely at Applicant’s business, an emergency veterinary clinic, because of the nature of an as-needed emergency service. The business does not lend itself attracting to loiterers, large crowds, or intoxicated individuals. Applicant’s business is conducted entirely within the unit, and so amplification of exterior sound is also not a consideration; interior sound amplification will not be necessary to conduct Applicant’s business either, as it is a small office with relatively few customers present at any one time. Additionally, in a veterinary clinic the overall volume of amplified sound must be kept to a minimum due to the tendency of patients toward sound sensitivity. Applicant will not employ the use of a drive through, and so drive through operating standards need not be a consideration. Finally, as a clean medical facility, Applicant’s doors will be closed at all times, except for use for ingress and egress, to maintain a sanitary working environment for staff and patients in compliance with prevailing industry standards for veterinary clinics.

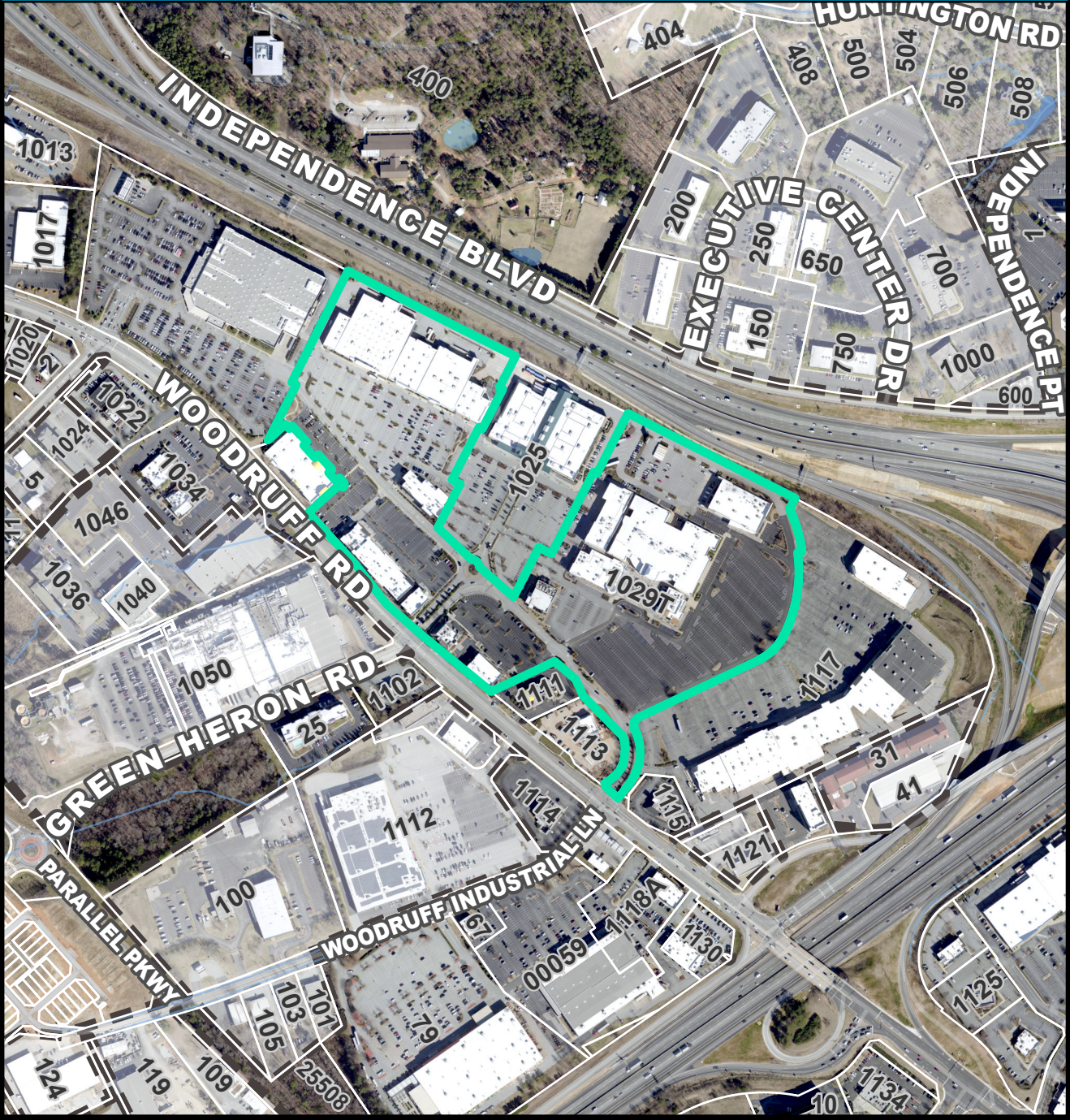
Applicant’s use falls well within the use standards set forth in 19-4.3.4, and Applicant is an appropriate candidate for issuance of a conditional use permit which allows 24-hour operation.

3. As outlined in Section 1 of this addendum, emergency animal care is needed when people are home to address their pet’s distress, outside of normal working hours. Applicant’s 24-hour operation as

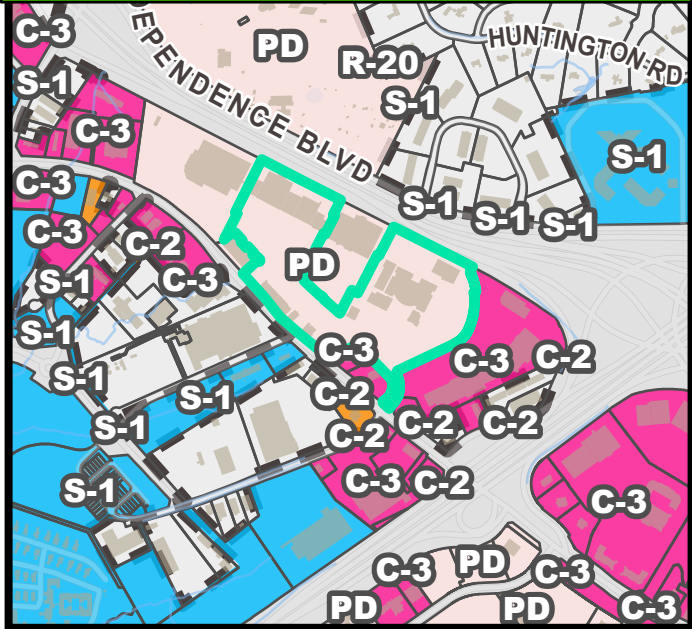
an emergency animal clinic is appropriate for its location as Magnolia Park is intended to be an accessible destination for a variety of retail and service needs for surrounding residential zones. Generally, an increase in available and accessible services, including emergency services, increases property values for surrounding land uses. The case will be particularly so for the two pet-friendly multifamily complexes within a five-minute drive of Magnolia Park, Hawthorne at the Park and Waterside Greene Apartment Homes. Applicant's 24-hour operation increases service availability during the hours in which the provided services are most needed and appropriate, and in a location accessible to the people who need the service.

4. All land immediately adjacent to Magnolia Park is either commercial, or high-traffic roadway, including Woodruff Road and I-385. Beyond that, however, Applicant's business produces no exterior noise or visual impact, no exterior odors, glare, or vibration, does not lend itself to crowds or outdoor gathering, and only engages in client-centric activities during after-hours operation. But for the lights on and a few cars outside, no one would know the business was open. Additionally, Applicant's business cannot be viewed from outside of the Magnolia Park property, as it is too far from any property line and obscured by buildings closer to the property boundaries.

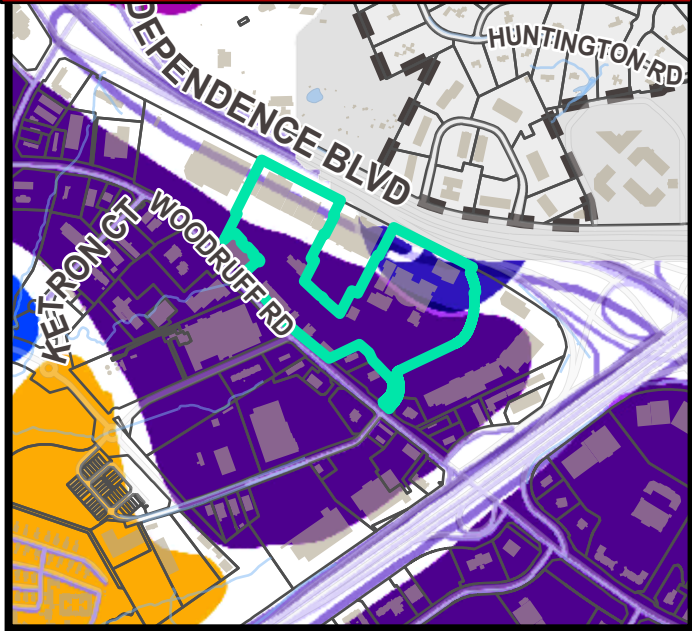
AERIAL VIEW



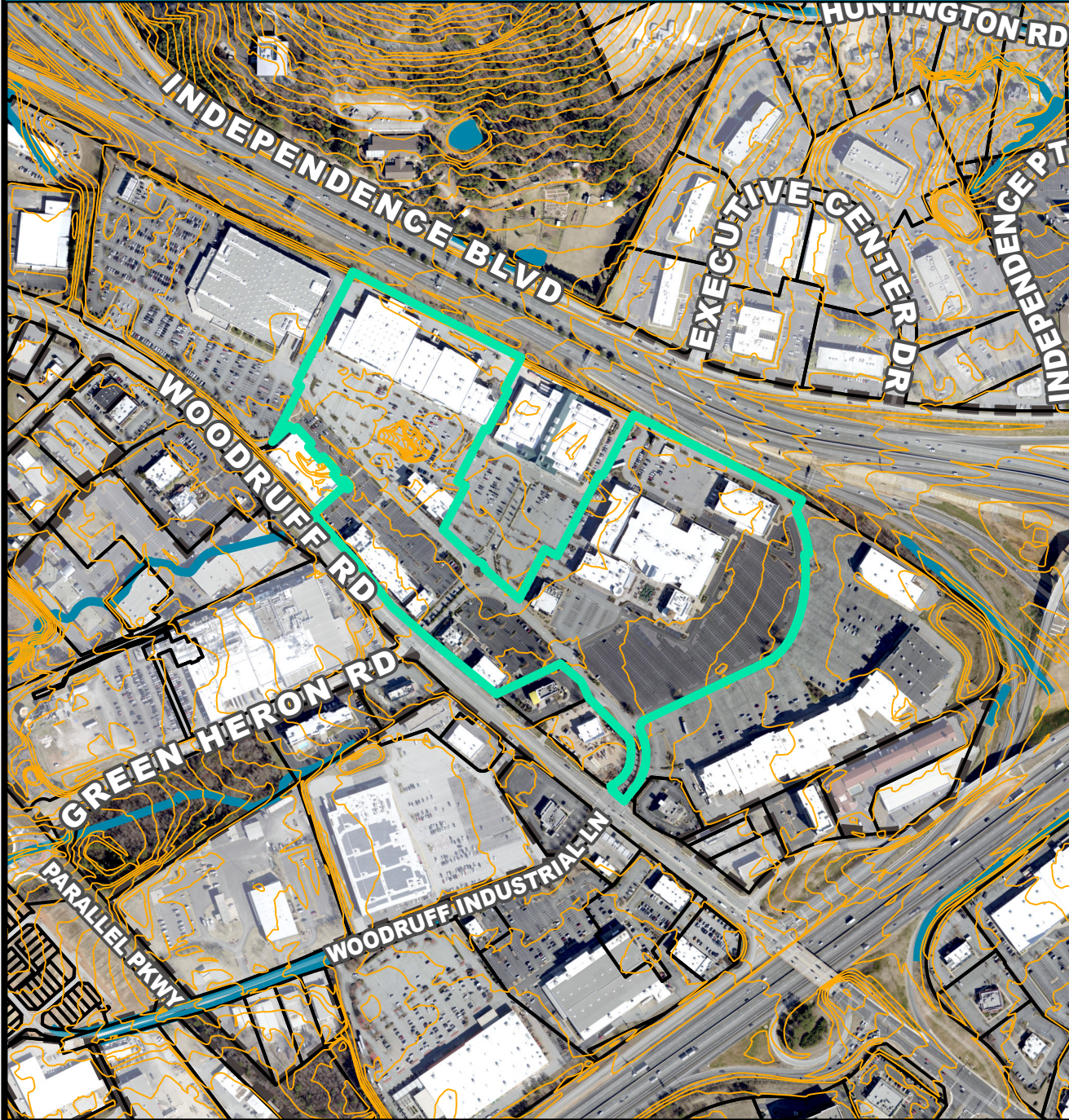
CURRENT ZONING



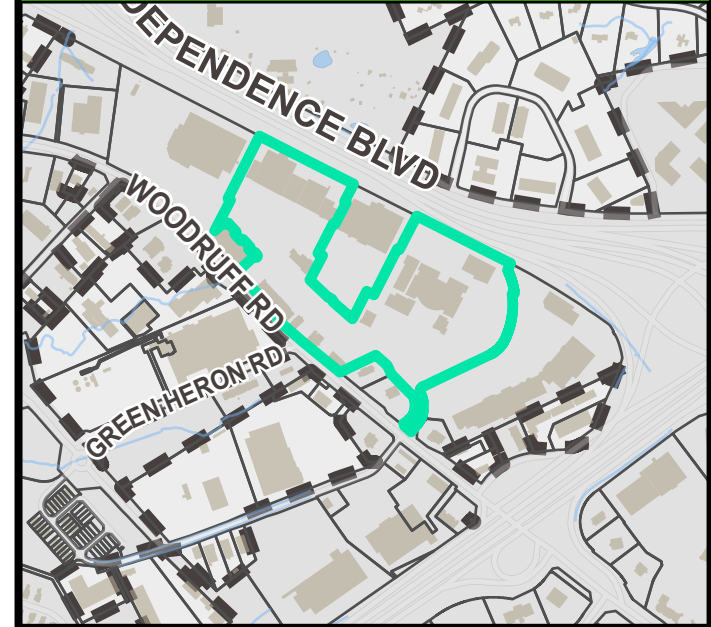
FUTURE LAND USE



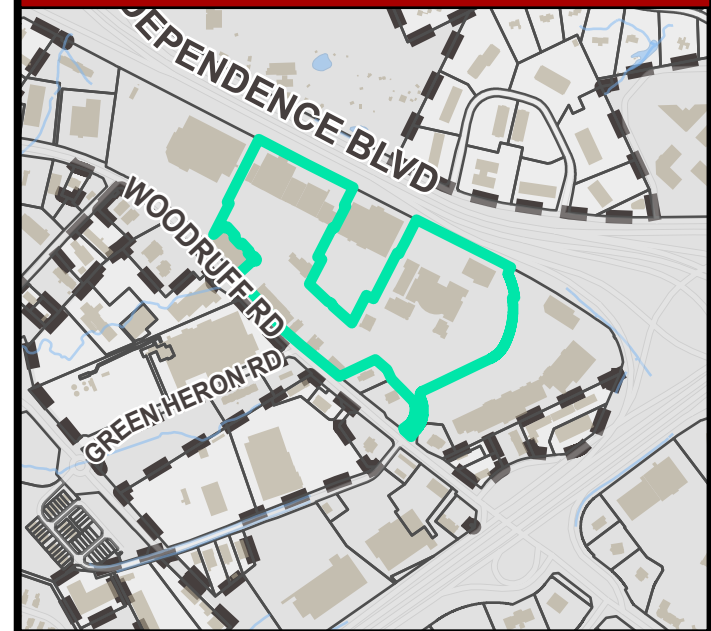
NATURAL / ENVIRONMENTAL FEATURES



SPECIAL EMPHASIS NEIGHBORHOODS



PRESERVATION OVERLAYS



MATCHLINE 'A'-A' SEE SHEET 1



GREEN HERON ROAD
(60' R/W PUBLIC)

WOODRUFF ROAD : S.C. HWY. # 146
(PUBLIC - MAINTAINED BY STATE)

WOODRUFF
INDUSTRIAL LANE
(VARIABLE WIDTH R/W PUBLIC)

BUILDING
REGAL HOLLYWOOD 20 CINEMAS
87,179 SQ.FT.
2 STORY
TMS #
0547020102504
LOT 1
1,690,177 SQ.FT.
38.801 ACRES
TOWER
HEIGHT=49.0'

VACANT
BUILDING
21,674 SQ.FT.

VACANT
BUILDING
8,100
SQ.FT.
OVERHANG
TOWER
HEIGHT=35.4'

ITEM 35
CRITICAL
ACCESSWAYS AND
DRIVE PER
D.B. 2256-817

ITEM 40
15' WATER EASEMENT
PER D.B. 2441-5463

ITEM 85
CRITICAL
ACCESSWAYS AND
DRIVE PER
D.B. 2256-817

ITEM 90
PRIVILEGE AREA
PER D.B. 2070-775

ITEM 10
SEWER EASEMENT
AS DESCRIBED IN
DB. 1590-25
DOES NOT AFFECT
LOT 1

EASEMENT PARCEL NO. 1
DB. 2071-188

N/F
RUBY TUESDAY
INC.
TMS #
547.2-1-25.10
D.B. 2071-188

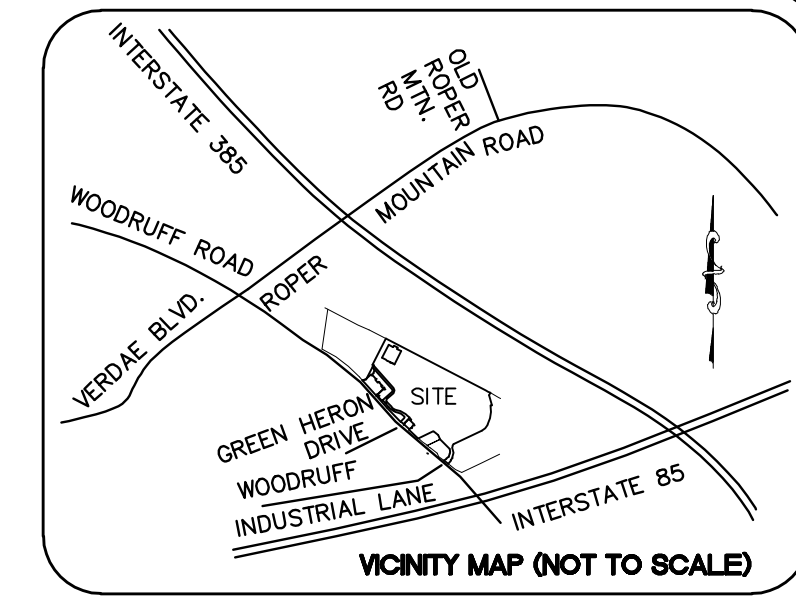
N/F
KRG PLAZA GREEN, LLC
TMS 547.2-1-27.2
D.B. 2417-4006
P.B. 44W-45

ITEM 22
EXPANDED EASEMENT AREA
RELEASED IN DB. 1976-564.

ITEM 22 & 28
INGRESS AND EGRESS
EASEMENT FOR ROADWAY
D.B. 1931-1604
D.B. 1976-564
DB. 1990-1262
DB. 1990-1268

ITEM 14
25' S/S EASEMENT
D.B. 1196 PG. 281

P.O.B.
LOT 1



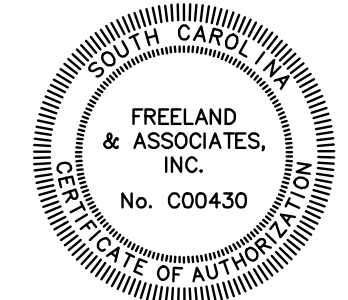
SURVEYOR'S NOTES:
SEE SHEET 4 OF 4 FOR NOTES AND CERTIFICATIONS

TOTAL LAND AREA:
2,079,821 SQ.FT.
47.746 ACRES



FREELAND & ASSOCIATES, INC.
323 WEST STONE AVE.
GREENVILLE S.C. 29609
TEL. (864) 271-4924 FAX: (864) 233-0315
EMAIL: info@freeland-associates.com

DRAWN: BEC PARTY CHIEF: RH/WD CHECKED: JCC
REF. PLAT BOOK: 1162-18; 1192-19
REF. DEED BOOK: 2441-4664
TAX MAP : 0547020102504 AND 0547020102513
DATE OF SURVEY: 9-16-2014
DATE DRAWN: 9-20-2014
DRAWING NO: 65562
DATE OF LAST REVISION: 11-17-14
SCALE: 1" = 50'



PLS: JAMES R. FREELAND
NO: 4781

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY
CITY OF GREENVILLE

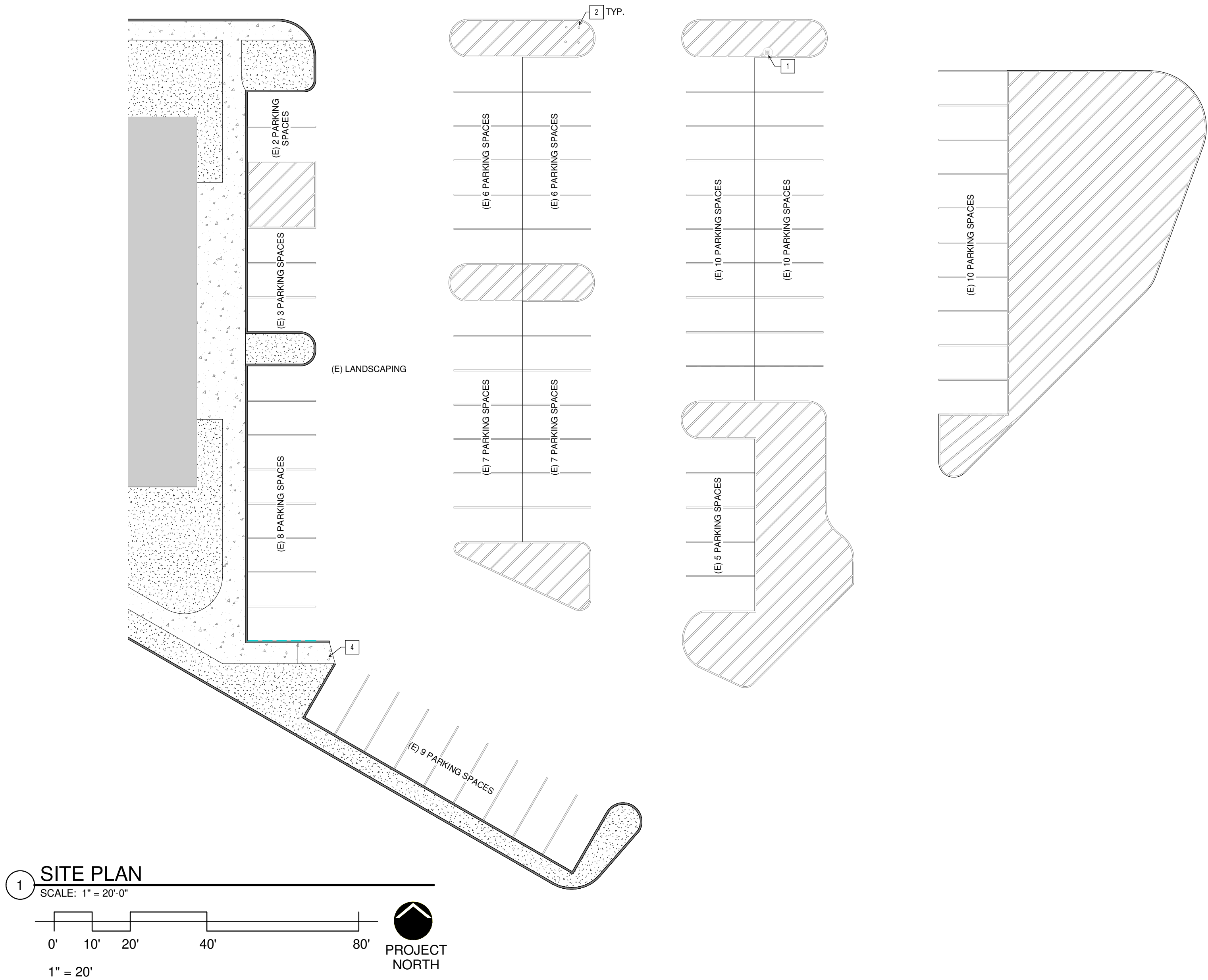
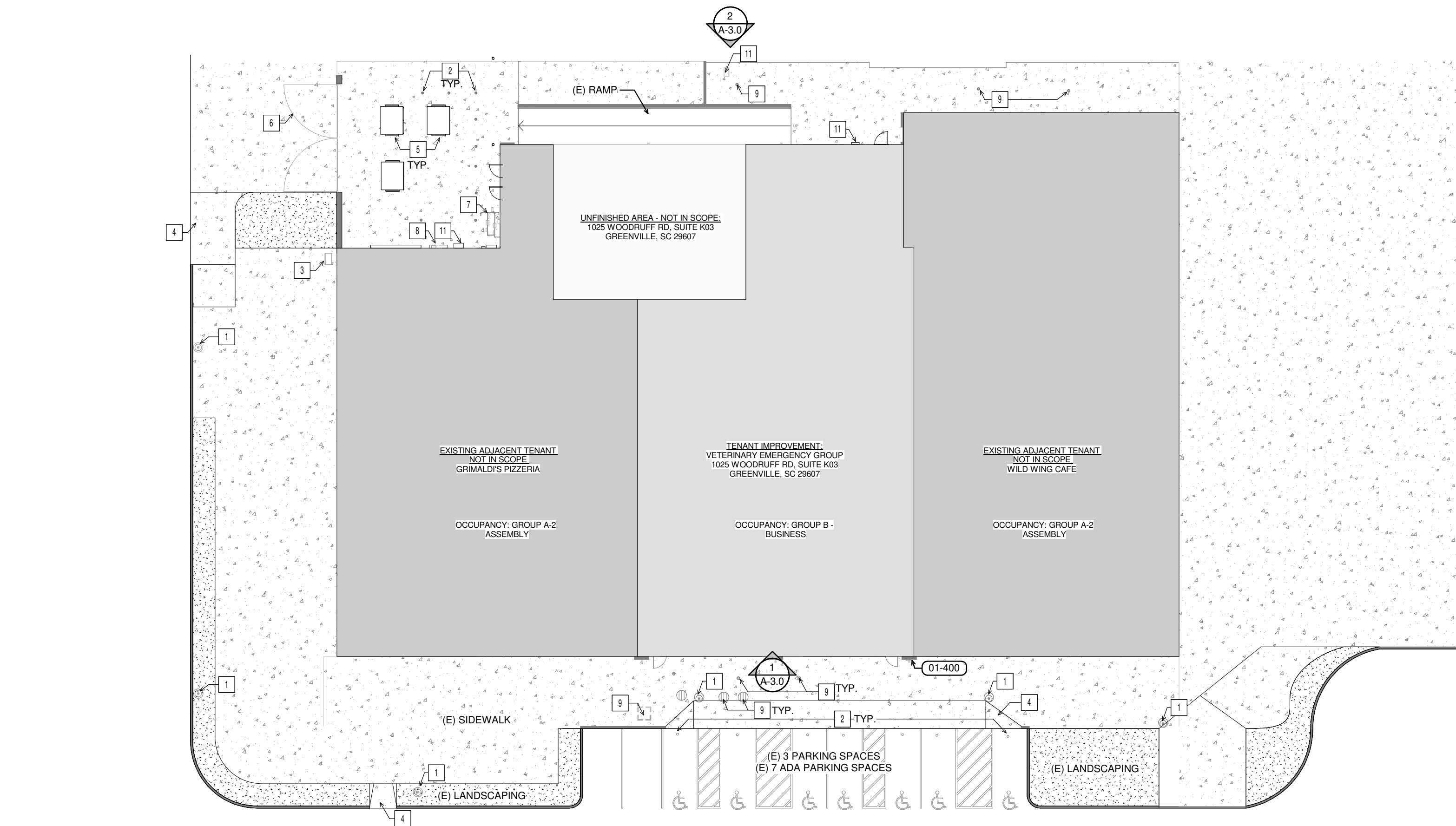
ALTA/ACSM LAND TITLE
SURVEY FOR
MAGNOLIA PARK
GREENVILLE, LLC

SITE ADDRESS: 1025 WOODRUFF ROAD
GREENVILLE, SC 29607

SHEET 2 OF 5

LINE TABLE		
LINE	LENGTH	BEARING
L1	46.11'	S 62°37'10" E
L2	40.54'	S 61°35'44" E
L3	47.27'	S 28°26'31" W
L4	18.02'	S 81°56'11" W
L5	71.77'	S 37°53'26" W
L6	91.20'	N 52°26'32" W
L7	46.95'	N 59°55'35" E
L8	11.53'	N 34°15'28" E
L9	30.87'	N 04°43'21" E
L10	218.74'	N 44°05'17" W
L11	76.01'	N 25°29'10" W
L12	106.39'	N 49°10'08" W
L13	275.30'	S 64°28'59" W
L14	164.54'	N 47°56'48" E
L15	14.55'	S 42°03'12" E
L16	20.48'	N 42°03'12" W
L17	15.50'	S 47°52'45" W
L18	43.00'	N 42°03'12" W
L19	15.50'	N 47°52'45" E
L20	74.00'	N 42°03'12" W
L21	15.50'	S 47°52'45" W
L22	65.00'	N 42°03'12" W
L23	15.50'	N 47°52'45" E
L24	83.12'	N 42°03'12" W
L25	16.36'	S 47°56'46" W
L26	22.63'	N 42°03'13" W
L27	91.13'	S 47°56'48" W
L28	15.04'	S 27°21'39" W
L29	65.67'	S 72°21'39" W
L30	74.28'	N 42°03'12" W
L31	48.91'	S 47°49'28" W
L32	20.10'	N 62°48'10" W
L33	62.00'	N 62°48'10" W
L34	40.00'	N 62°48'10" W
L35	26.47'	N 62°48'10" E
L36	26.47'	N 62°48'10" W
L38	20.51'	N 62°30'58" W

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	575.00'	174.14'	87.74'	173.48'	S 16°39'35" E	17°21'09"
C2	557.00'	326.37'	168.02'	321.72'	S 08°51'45" W	33°34'20"
C3	220.00'	148.67'	77.30'	145.85'	S 45°01'15" W	38°43'04"
C4	35.00'	55.94'	35.98'	50.17'	S 18°47'13" W	91°34'40"
C5	198.73'	189.68'	102.76'	182.56'	S 00°31'03" W	54°41'10"
C6	235.34'	46.08'	23.12'	46.01'	S 33°58'38" W	11°13'10"
C7	100.00'	45.53'	23.17'	45.14'	N 46°53'01" E	26°05'17"
C8	97.75'	50.51'	25.83'	49.95'	N 19°07'43" E	29°36'22"
C9	96.05'	54.62'	28.07'	53.89'	N 10°53'18" W	32°34'53"
C10	5667.39'	729.08'	365.05'	728.58'	N 45°44'20" W	7°22'15"
C11	3.50'	5.87'	3.90'	5.21'	N 89°52'42" E	96°08'11"
C12	14.50'	21.22'	13.02'	19.38'	N 00°07'18" W	83°51'49"
C13	2.50'	3.93'	2.50'	3.54'	N 87°05'14" W	90°04'02"
C14	2.50'	3.92'	2.50'	3.53'	N 02°54'46" E	89°55'58"
C15	2.50'	3.93'	2.50'	3.54'	N 87°05'14" W	90°04'02"
C16	2.50'	3.92'	2.50'	3.53'	N 02°54'46" E	89°55'58"
C17	45.00'	80.45'	56.00'	70.16'	S 40°06'23" E	102°25'48"



GENERAL NOTES

- EXISTING SITE LANDSCAPING, PARKING AREA, PARKING STRIPPING, BUILDING ENVELOPE TO REMAIN AS-IS UNLESS OTHERWISE NOTED.
- EXISTING DRIVES TO BE REUSED, DRIVES TO BE MODIFIED AS INDICATED IN THE CIVIL DRAWINGS TO MEET CURRENT REQUIREMENTS.

LEGEND

SYMBOL	DESCRIPTION
---	PROPERTY LINE
X	INDICATES EXISTING FENCE TO REMAIN
□	FENCE, RE: X/A-1.1
■	INDICATES EXTENTS OF TENANT SPACE
▨	INDICATES EXISTING ACCESS AISLE TO REMAIN
▩	INDICATES EXISTING CONCRETE SIDEWALK TO REMAIN
▧	INDICATES EXISTING LANDSCAPE TO REMAIN

SITE PLAN - WORKING NOTES

SYMBOL	DESCRIPTION
1	EXISTING LIGHTS TO REMAIN
2	EXISTING BOLLARD TO REMAIN
3	EXISTING MAILBOX
4	EXISTING CURB CUT/RAMP
5	EXISTING WASTE RECEPTACLE
6	EXISTING GATE TO REMAIN
7	EXISTING NATURAL GAS METERS
8	EXISTING ELECTRICAL METERS; RE: ELECTRICAL DWGS
9	EXISTING DRAIN TO REMAIN
11	GENERATOR TAP BOX; RE: ELECTRICAL DWGS



VEG
GREENVILLE, SC
1025 WOODRUFF RD
SUITE K03
GREENVILLE, SC 29607

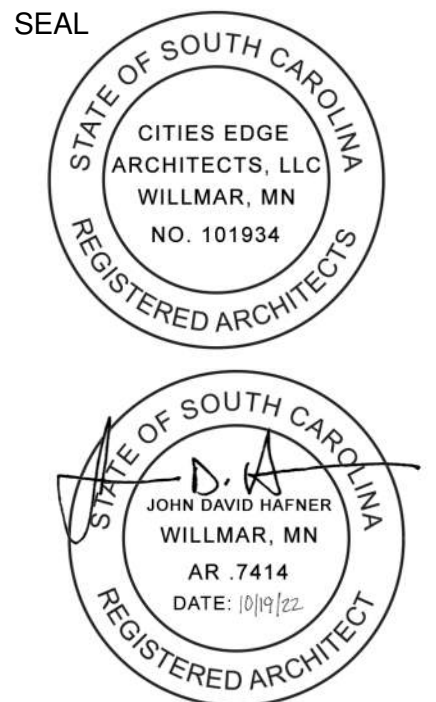
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PROJ. NO: **45-23-401**
DRAWN BY: **RCR**
CHECKED BY: **WW**

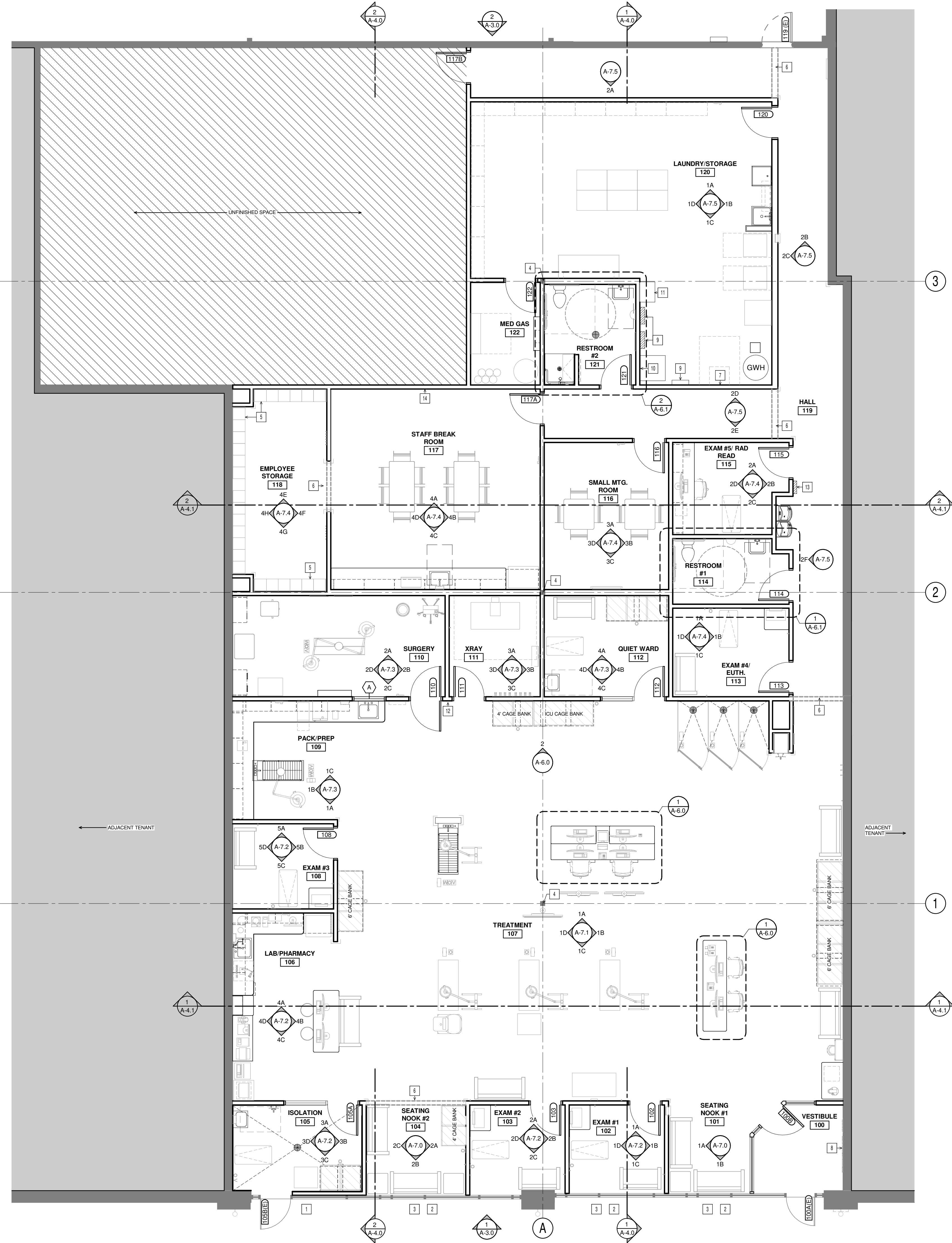
ISSUE SCHEDULE
NO. DESCRIPTION DATE
1 FOR CONSTRUCTION 10/19/22

REVISION SCHEDULE
NO. DESCRIPTION DATE



SITE PLAN & DETAILS

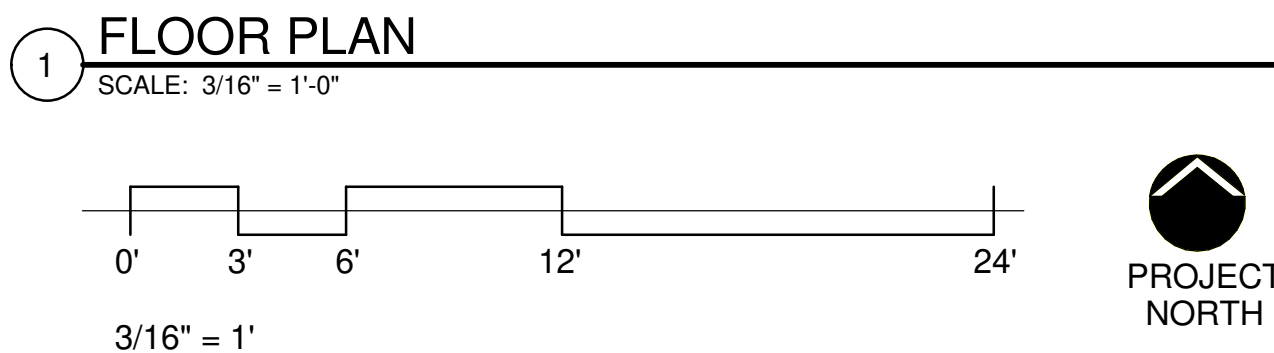
A-1.0



GENERAL NOTES	
1.	RE: DOOR & WINDOW SCHEDULE A-8.0 FOR SIZES AND TYPES.
2.	RE: CS-0.1 FOR CODE, OCCUPANCY AND TYPICAL MOUNTING HEIGHT INFO.
3.	RE: A-5.3, A-5.4, & A-5.5 FOR MILLWORK DETAILS.
4.	ALL EXISTING COLUMNS TO REMAIN.

LEGEND	
SYMBOL	DESCRIPTION
	INDICATES EXISTING WALL
	INDICATES CAGE LOCATIONS

FLOOR PLAN - WORKING NOTES	
SYMBOL	DESCRIPTION
1	PROVIDE OPAQUE FILM ON INTERIOR SIDE OF WINDOW PRIOR TO CONSTRUCTION OF INTERIOR WALL
2	VINYL GRAPHICS ON GLASS BY OWNER
3	PROVIDE WHITE TRANSLUCENT FILM ON INTERIOR SIDE OF WINDOW UP TO A HEIGHT OF 3' A.F.F. - RE: SPECS
4	EXISTING COLUMN TO REMAIN
5	CUSTOM BUILT MILLWORK FOR EMPLOYEE STORAGE. REFER TO SHEET A-5.5.
6	BULKHEAD ABOVE: RE: RCP
7	I.T. RACK MOUNTING LOCATION
8	OWNER PROVIDED SIGNAGE
9	ELECTRICAL PANELS; RE: ELEC DWGS.
10	TRANSFORMER; RE: ELEC DWGS.
11	MANUAL TRANSFER SWITCH; RE: ELEC DWGS.
12	PROVIDE ACTIVATION BUTTON FOR XRAY RIGHT OUTSIDE DOOR AS REQUIRED BY JURISDICTION
13	MEDICAL VALVE BOX; RE: PLUMBING DWGS.
14	WALL GRAPHICS BY OWNER



1550 WILLMAR AVENUE S.E.
WILLMAR, MINNESOTA 56201
320.235.1664 FAX 320.235.3137

VEG

GREENVILLE, SC

1025 WOODRUFF RD
SUITE K03
GREENVILLE, SC 29607

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PROJ. NO: 45-23-401
DRAWN BY: RCR
CHECKED BY: WW

ISSUE SCHEDULE

NO.	DESCRIPTION	DATE
1	FOR CONSTRUCTION	10/19/22

REVISION SCHEDULE

NO.	DESCRIPTION	DATE
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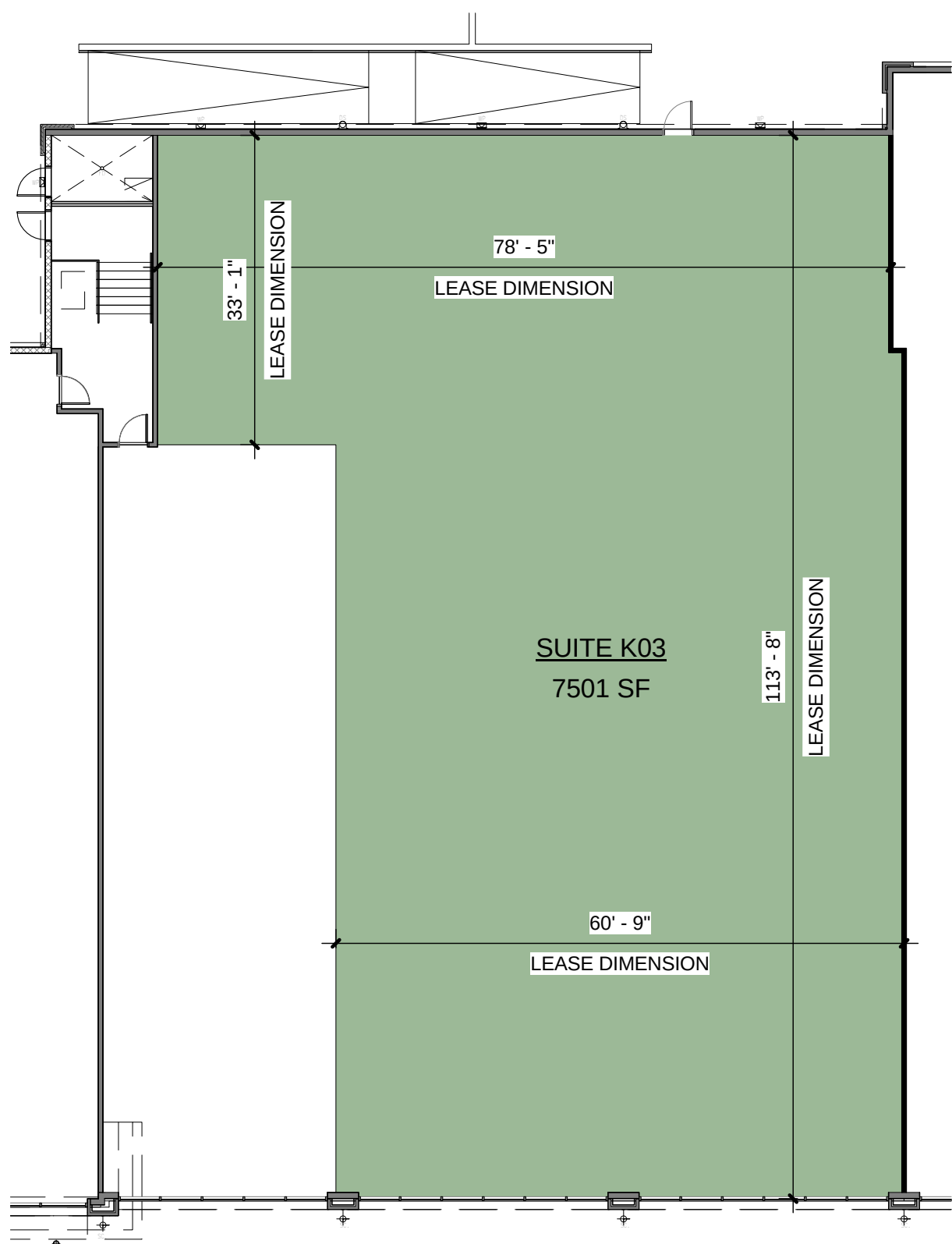
SEAL

FLOOR PLAN

A-2.0

Magnolia Park

BUILDING K - SUITE K03 - 7,501 SF



SUITE K03 FLOOR PLAN

NOT TO SCALE



OVERALL SITE PLAN

NOT TO SCALE



**Planning Staff Report to
Board of Zoning Appeals
December 2, 2022**
for the December 8, 2022 Public Hearing

Docket Number:	S 22-835
Applicant:	Randy Jason Scott
Property Owner:	Randy Jason Scott
Property Location:	801 East North Street Unit 1
Tax Map Number:	004000-01-01201
Acreage:	0.01 (Condominium unit)
Zoning:	OD, Office & Institutional District
Proposal:	SPECIAL EXCEPTION to establish a ‘Hotel/motel’ (short-term rental) use

Applicable Sections of the City of Greenville Code of Ordinances:

Sec. 19-2.1.3 (A) (1), *Board of Zoning Appeals/Powers and Duties/Special Exceptions*

Sec. 19-2.3.5, *Special Exception Permit*

Sec. 19-4.1, *Table of Uses*

Sec. 19-4.2.4(H), *Visitor Accommodations*

Sec. 19-6.1, *Off-street parking and loading*

Staff Recommendation: Deny

Staff concludes that the application does not comply with standards to grant a Special Exception Permit for a ‘Hotel/motel’ use.

If the Board decides to grant the Permit, Staff recommends the following conditions:

1. The Special Exception Permit shall be limited to the Applicant, Randy Jason Scott, and shall not be transferrable.
2. The use of the property shall substantially conform to the testimony of the Applicant and the content of the application and submitted documents.
3. The Applicant shall obtain a parking agreement for at least two off-street parking spaces for short term rental guests. The parking agreement and the location of these parking spaces shall comply with the standards of the Land Management Ordinance Section 19-6.1. Loading and unloading for short term rental guests shall occur within these parking spaces. Parking and loading/unloading shall not occur within the Lavinia Avenue or East North Street right-of-way. The Applicant shall notify short term rental guests of this requirement.
4. The Applicant shall monitor noise associated with the use and shall comply with the City’s noise ordinance. If a noise violation or similar violation occurs at the property due to a short-term rental guest, the Applicant shall notify the Planning Department in writing of the incident. A pattern of noise ordinance violations shall be grounds for revocation of the Special Exception Permit.
5. The number of short-term rental guests occupying the subject dwelling unit shall not exceed four (4) persons.

Staff Analysis:

The Applicant and Owner, R. Jason Scott, seeks to use the condominium unit located at 801 East North Street Unit 1, for a visitor accommodation use (less than 30 days). The property is zoned OD, Office & Institutional District. According to subsection 19-4.2.4(H), *Visitor Accommodations*, dwelling units arranged for short-term stays of less than 30 days for rent, lease, or interval occupancy are classified as such, with designated examples including bed and breakfast inns, motels, and hotels. According to Table 19-4.1-2, *Table of Uses*, a hotel or motel use may be permitted by approval of special exception within the OD Zoning District.

The subject property is part of the Lennox condominium development, a 12-unit apartment building. The subject property is located on the first (ground) floor on the building and is accessed through a common entry. The property is subject to the associated private deed restrictions for the Lennox. No information has been provided indicating the proposed use conflicts with the deed restrictions.

In April 1996, the Board of Zoning Adjustments (predecessor of the Board of Zoning Appeals) approved a special exception permit, SPEX 96-03, to convert the building from a 12-unit multifamily rental use to a 12-unit hotel use. Although the application was approved, the building was never converted to a hotel. The property owner opted instead to create a horizontal property regime and each unit was sold.

A neighborhood meeting was not required for this application and was not held by the Applicant.

A Special Exception Permit shall be approved only upon finding that the applicant demonstrates all the following are met:

1. Consistent with the Comprehensive Plan

The Future Land Use Map of the City's GVL 2040 Comprehensive Plan identifies this property as part of the 'Neighborhood Mixed-use' classification.

'Neighborhood Mixed-Use' is a classification described as typically in compact urban areas with a combination of vertical and horizontal mixed-use developments that includes small retail and commercial uses along with a variety of residential types. These areas are pedestrian friendly and in close proximity to downtown. It is anticipated that single uses will not exceed 10,000 square feet and "drive-thrus" are restricted due to the close proximity to downtown and adjacent neighborhoods.

A short-term rental is classified as a commercial use which aligns with the future land use classification in the GVL 2040 Comprehensive Plan.

Staff finds that the proposed use is consistent with the GVL2040 Comprehensive Plan.

2. Complies with use specific standards

The Land Management Ordinance does not contain use-specific standards for hotel/motel use, per Sec. 19-4.3.3(H).

Staff finds that the proposed use complies with specific use standards of the Land Management Ordinance.

3. Compatibility with the surrounding lands

Adjacent property is used (and zoned) as follows:

East: Bail bonds (OD, Office and institutional)
North: Office (OD)
West: Office (OD)
South: Office (OD)

The proposed use is located within a larger, mixed-use area zoned OD, Office & Institutional. Adjacent properties include a bail bonds office, a consulting firm, and law offices.

The property is part of an existing 12-unit residential condominium development known as the Lennox. No occupancy permits nor special exception permits have been secured for short term rental activity within the Lennox. Any current or previous activity has been unpermitted.

When factoring in the residential units within the building as well as past findings on similar applications by the Board of Zoning Appeals, staff does not believe the use is compatible with the surrounding lands.

Staff finds that the proposed use is not compatible with surrounding lands.

4. Design does not have substantial adverse impacts

Although the Applicant will remain a resident of the unit, the unit will not be owner occupied or have an on-site manager when in use as a short-term rental.

The unit and Lennox building will retain the existing residential character from the exterior, as no changes to the site and the structure's exterior are proposed. Any future changes would be required to meet the design standards for multifamily properties. No adverse visual impacts are anticipated from the use.

The Lennox Homeowners Association should be made aware that if more than 50 percent of the condominium building is converted into short term rentals, the occupancy classification would change and would require an analysis of building and fire code compliance. Accessibility, life safety, and other code related improvements should be expected.

The Lennox does not have an on-site or off-site parking area. Instead, residents must park on Lavinia Avenue. On-street parking on Lavinia Avenue is regulated by the City of Greenville Parking Services Division through a permit program. The program would allow for short term rental guests to obtain a guest parking pass. The city's Parking Services Division was briefed on the application but did not find that the short-term rental use would worsen the existing street parking situation.

There are nearby privately owned parking lots, but these lots were not indicated as available for Lennox resident or guest use.

Per the application submission, the unit is a two-bedroom unit. The minimum parking ratio for hotel/motel uses is 0.75 spaces per guest room. A total of two parking spaces would be required for a two-bedroom unit.

With no off-site parking or on-site loading/unloading area, short term rental guests would be required to load/unload from the Lavinia Avenue right-of-way.

Land Management Ordinance Section 19-6.1 regulates off-street parking and loading requirements. The Land Management Ordinance states that "existing on-street parking spaces may be accepted by the administrator to meet the minimum parking requirements of this section."

Although on-street parking can be considered, staff believes that the proposed use would result in adverse parking and loading/unloading impacts without an off-site parking agreement.

No noise monitoring measures are proposed by the Applicant. The Applicant notes that the noise from East North Street traffic and nearby police station substantially impacts the property already and for that reason, noise monitoring measures would be difficult to adequately implement.

The Applicant proposes to install a Ring video doorbell or similar to monitor guests entering and exiting the property.

The application indicates that trash will be handled by the Applicant who will remain a resident of the property. A common dumpster exists at the rear of the property.

Although the parking conditions are existing, staff believes that an improved parking and loading/unloading plan is necessary given the change of use. Additionally, staff believes that noise mitigation efforts are needed to ensure short term rental guests do not disturb other Lennox residents.

Staff finds that the proposed use will have substantial adverse impacts on surrounding lands.

Staff Comments and Conditions

Fire Department Comments

Comments:

No comments.

City Engineer Comments

Comments:

Application review approval is subject to the applicant satisfying all conditions and requirements of the engineering divisions.

Civil Engineer Comments

Comments:

No comments.

Environmental Engineer Comments

Comments:

No comments.

Traffic Engineer Comments

Comments:

No comments.



Office Use Only:

Application# _____ Fees Paid _____

Date Received _____ Accepted By _____

APPLICATION FOR SPECIAL EXCEPTION CITY OF GREENVILLE, SOUTH CAROLINA

APPLICANT / PERMITTEE: Randy Jason Scott, Scott Realty, LLC

* _____
Name Title / Organization
permit may be limited to this entity. _____

APPLICANT'S REPRESENTATIVE:
(Optional)

_____ Name Title / Organization

MAILING ADDRESS: 371 Anderson Ridge Road, Greer, SC 29651

PHONE: 864-354-5766 EMAIL: jason@bluefieldgroup.com

PROPERTY OWNER: Randy Jason Scott

MAILING ADDRESS: 371 Anderson Ridge Road, Greer, SC 29651

PHONE: 864-354-5766 EMAIL: jason@bluefieldgroup.com

PROPERTY INFORMATION

STREET ADDRESS: 801 E. North Street #1, Greenville, SC 29601

TAX PARCEL #: 0040000101201 ACREAGE: .18 ZONING DESIGNATION: OD

REQUEST

Refer to Article 19-4, Use Regulations, of the Land Management Ordinance (www.municode.com/library/)

DESCRIPTION OF PROPOSED LAND USE:

Unit #1 at 801 E. North Street in downtown Greenville currently serves as my personal primary residence. Due to the noise associated with the location, the proposed use of this unit is to be permitted as a short-term visitor accommodation.

INSTRUCTIONS

1. The application and fee, **made payable to the City of Greenville**, must be received by the planning and development office no later than 5:00 pm of the date reflected on the attached schedule.

2. The applicant/owner must respond to the "standards" questions on page 2 of this application (you must answer "why" you believe the application meets the tests for the granting of a special exception). See also **Section 19-2.3.5, Special Exception Permit**, for additional information. You may attach a separate sheet addressing these questions.

3. You must attach a scaled drawing of the property that reflects, at a minimum, the following: (a) property lines, existing buildings, and other relevant site improvements; (b) the nature (and dimensions) of the proposed development (activity); (c) existing buildings and other relevant site improvements on adjacent properties; and, (d) topographic, natural features, etc. relevant to the requested special exception.

4. You must attach the required application fee: \$250.00

5. The administrator will review the application for "sufficiency" pursuant to **Section 19-2.2.6, Determination of Sufficiency**, prior to placing the application on the BZA agenda. If the application is determined to be "insufficient", the administrator will contact the applicant to request that the applicant resolve the deficiencies. **You are encouraged to schedule an application conference with a planner, who will review your application for "sufficiency" at the time it is submitted. Call (864) 467-4476 to schedule an appointment.**

6. You must post the subject property at least 15 days (but not more than 18 days) prior to the scheduled hearing date.

_____ 'Public Hearing' signs are acknowledged as received by the applicant

Applicant Signature

7. **Please read carefully:** The applicant and property owner affirm that all information submitted with this application; including any/all supplemental information is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

In addition the applicant affirms that the applicant or someone acting on the applicant's behalf has made a reasonable effort to determine whether a deed or other document places one or more restrictions on the property that preclude or impede the intended use and has found no record of such a restriction.

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

To that end, the applicant hereby affirms that the tract or parcel of land subject of the attached application is ☐ or is not ☒ restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the requested activity.

R Jason scott

dotloop verified
11/07/22 7:31 PM EST
UJ5W-G587-WWKA-QKEY

APPLICANT / REPRESENTATIVE SIGNATURE

DATE

R Jason scott

dotloop verified
11/07/22 7:31 PM EST
S110-KGEW-QGFS-B45D

PROPERTY OWNER SIGNATURE

DATE

**APPLICANT RESPONSE TO
SECTION 19-2.3.5(D)(1), STANDARDS – SPECIAL EXCEPTION**

(YOU MAY ATTACH A SEPARATE SHEET)

1. DESCRIBE THE WAYS IN WHICH THE PROPOSED SPECIAL EXCEPTION IS CONSISTENT WITH THE COMPREHENSIVE PLAN.

The GVL 2040 Future Land use map highlights this condo on the border of Downtown / City Center and Mixed Use. Using this property for short term accommodations fits in this niche, allowing visitors to walk downtown or to Bon Secours for events.

2. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL COMPLY WITH THE STANDARDS IN **SECTION 19-4.3, USE SPECIFIC STANDARDS.**

Hotel/motel is not subject to Specific Use Standards

3. DESCRIBE THE WAYS IN WHICH THE REQUEST IS APPROPRIATE FOR ITS LOCATION AND IS COMPATIBLE WITH THE CHARACTER OF EXISTING AND PERMITTED USES OF SURROUNDING LANDS AND WILL NOT REDUCE THE PROPERTY VALUES THEREOF.

This residence is located directly between Bon Secours Wellness area and Greenville Police Department and is blocks away from Downtown. This area sees a wide variety of mixed use and event-related activity, which will only grow with the 2040 CP goals.

4. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL MINIMIZE ADVERSE EFFECTS ON ADJACENT LANDS INCLUDING: VISUAL IMPACTS; SERVICE DELIVERY; PARKING AND LOADING; ODORS; NOISE; GLARE; AND, VIBRATION. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL NOT CREATE A NUISANCE.

See attached document.

**APPLICANT RESPONSE TO
SECTION 19-2.3.5(D)(2). STANDARDS – CHANGE IN NONCONFORMING USE**

(YOU MAY ATTACH A SEPARATE SHEET)

1. DESCRIBE THE WAYS IN WHICH THE PROPOSED NONCONFORMING USE IS MORE IN CHARACTER WITH, OR EQUAL TO, THE USES OTHERWISE PERMITTED IN THE ZONING DISTRICT THAN THE EXISTING OR PRIOR NONCONFORMING USES.

The proposed use of this condo conforms with existing use of surrounding short-term rentals and commercial properties, all walking distance from this property and downtown Greenville.

2. DESCRIBE THE WAYS IN WHICH THE PROPOSED NONCONFORMING USE WILL NOT SUBSTANTIALLY AND PERMANENTLY INJURE THE USE OF NEIGHBORING PROPERTY FOR THOSE USES PERMITTED WITHIN THE RELEVANT ZONING DISTRICT(S).

Neighboring properties include small business, office space, event venues, short-term accommodations, and the police station. With the growth and expansion of downtown, the usage requests fits into the 2040 vision.

3. IS ADEQUATE INFRASTRUCTURE CAPACITY AVAILABLE TO SERVE THE PROPOSED NONCONFORMING USE?

This property offers "permit only parking" along E. North Street. This property will only have 1 parking pass allotted for guests. Property contains established water, sewer, and electric.

4. IS THE PROPOSED USE ONE THAT IS OTHERWISE PERMISSIBLE IN ANOTHER ZONING DISTRICT WITHIN THE CITY?

C-3, C-4, S-1, and RDV. Exemption in O-D and C-2

Applicant Response
Section 19-2.3.5(D)(2) Standards - Special Exemption

4. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL MINIMIZE ADVERSE EFFECTS ON ADJACENT LANDS INCLUDING: VISUAL IMPACTS; SERVICE DELIVERY; PARKING AND LOADING; ODORS; NOISE; GLARE; AND, VIBRATION. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL NOT CREATE A NUISANCE.

Special Note: I am 5 feet from Highway 385 and 1 block passed me is the first red light that traffic has any chance of slowing down. The noise of traffic, constant police sirens leaving the station, which is one block away, the revving engines and loud music is 24/7. I have the stairway on one side of me and 385 on the other. The only direct neighbor I have is above me. I plan to install a RING doorbell or something similar to monitor guests. I sleep with an echo now but it barely drowns the noise. This is no doubt my unit is the the loudest part of the city.

I plan to have guest limited to 1 vehicle and family of 4 or 2 adults. There has never been an issue with parking along Lavinia Ave. I will have a temporary parking pass issued to guest and they have to take a picture of there registration, drivers license and tag before it is given and there will also be a \$250 deposit. I will do all the cleaning and handling of trash as I am still a resident of this unit. I will do all the background screening as I once did that full time at my last job. There are only 12 owners and we are very much in contact with each other and look out for each other when one is out of town. This unit will be available for 3 nights max so I do not anticipate much to unpack/unload. Even then, our parking has never been an issue. There is only 1 other resident outside of the units (and he has 3 cars parked along the street) along the street until you get to the very end. The others are businesses.

Visual Impacts: Applicant will reside at the property intermittently and will maintain both the interior and exterior covered porch for this unit. With new proposal, there should be no visual difference from the current use of this condo. William Douglass Property Management maintains the lawn and exterior of The Lennox building, located at 801 E. North Street.

Service Delivery: The intended use of this property will not change current delivery services. Deliveries are limited to surrounding small businesses and occasional UPS/Amazon drivers.

Parking and Loading: The street located in front of this unit is “permit parking only.” If approved, the unit will come with only one parking pass. Loading will only occur on transition days and should be limited to luggage and personal items.

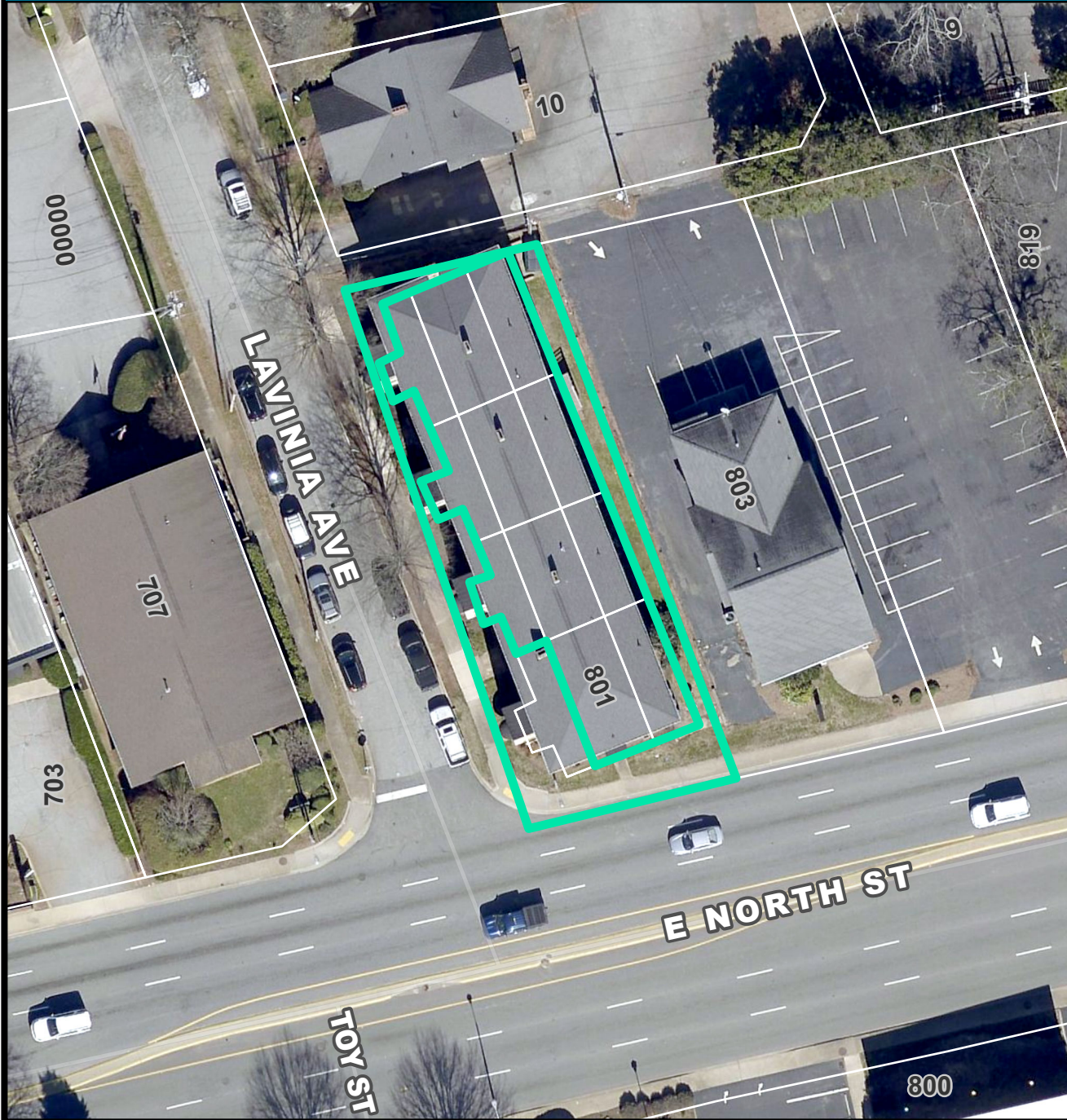
Noise and Vibration: With this unit being located one block from Greenville Police Department and one block from Bon Secours Wellness arena, there is already a significant amount of noise throughout the day and night, making it difficult to spend long periods of time at this condo. The Lennox at 801 E. North Street is also the first street located off I-385, making it high traffic regardless of time of day. With anticipated growth of the surrounding community mixed use area, a short-term rental is more fitting at this location than a permanent primary residence.

Nuisance: Convenience is key when attending an event that is located out of town. 801 E. North St. is located right across the street from the largest event venue in Greenville. The unit is small, just under 1,500 square feet and offers only 2 bedrooms (max) and one bathroom, this deterring any large groups from gathering. The area will naturally attract families attending events together, as well as professionals needing a location close to our bustling business district.

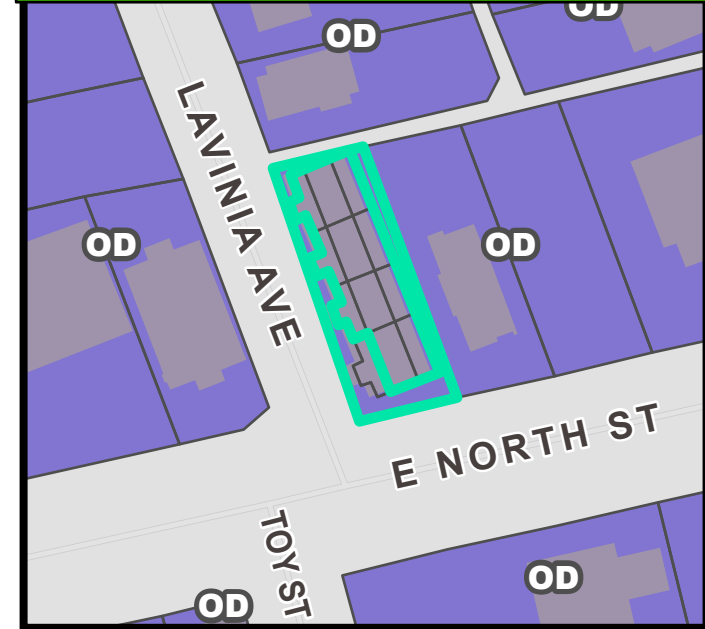
Odors: None anticipated

Glare: None anticipated

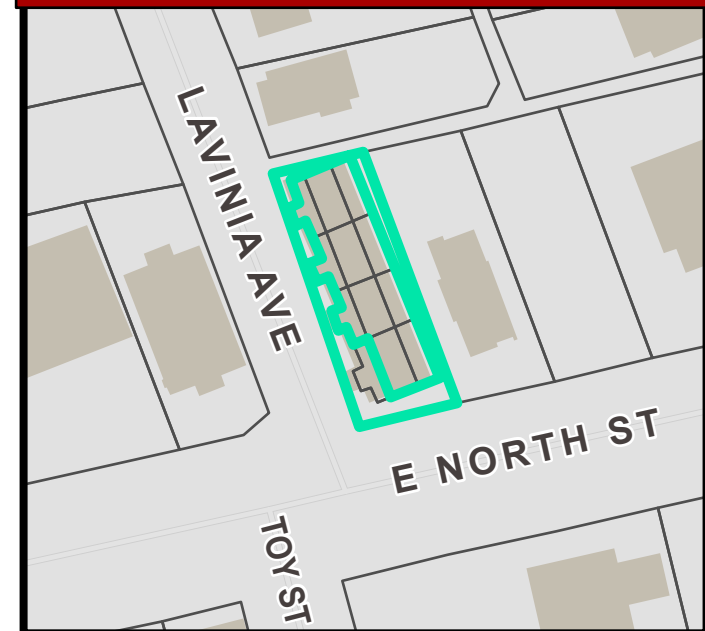
AERIAL VIEW



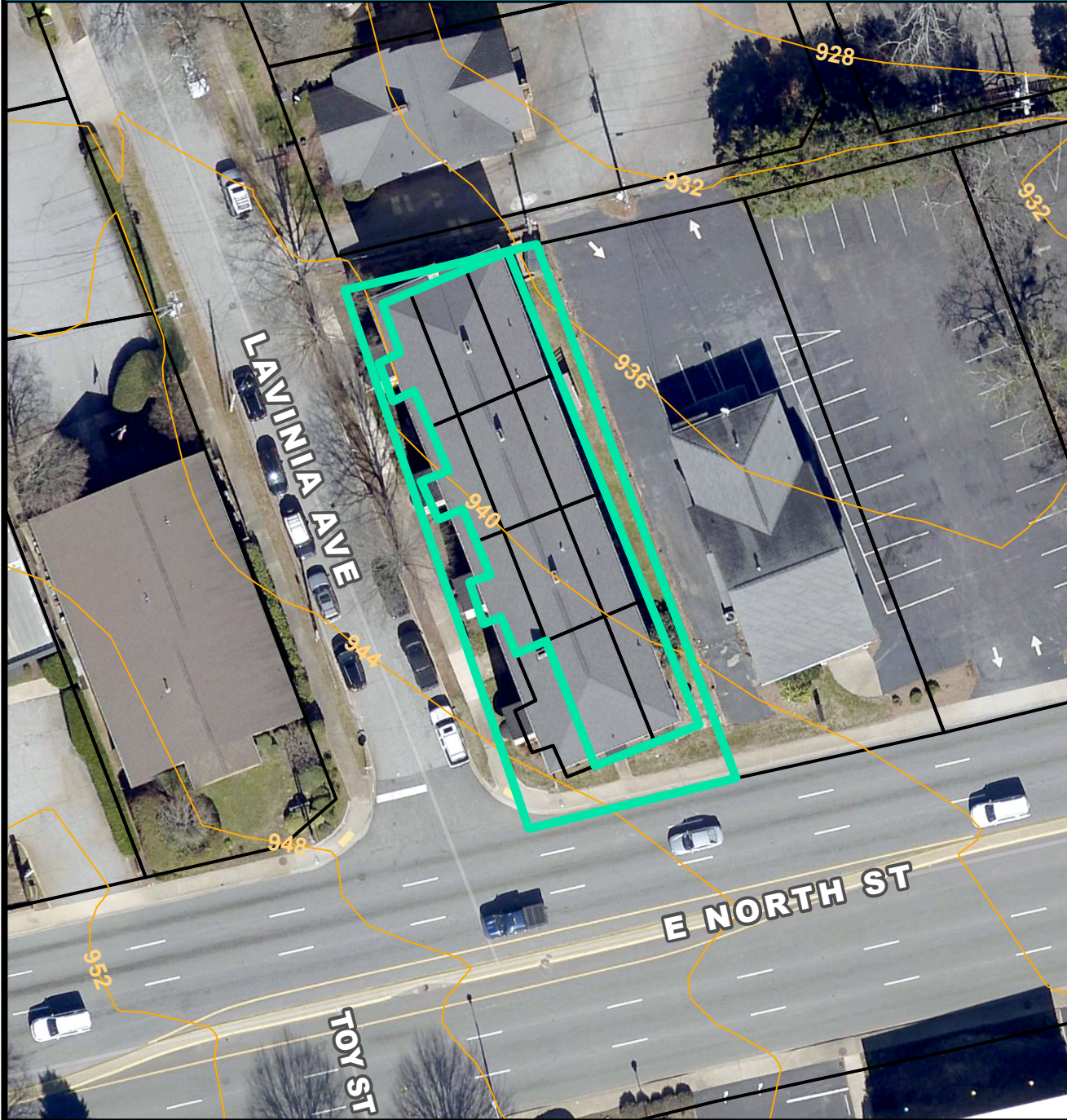
CURRENT ZONING



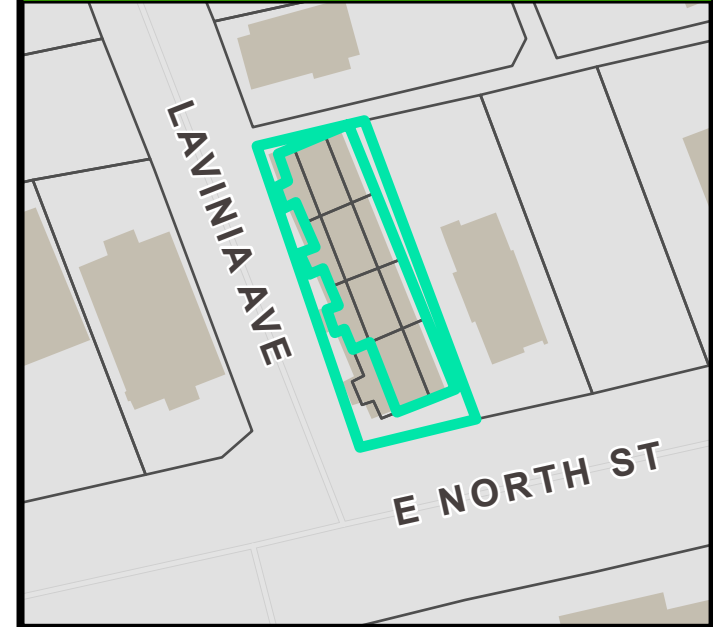
FUTURE LAND USE



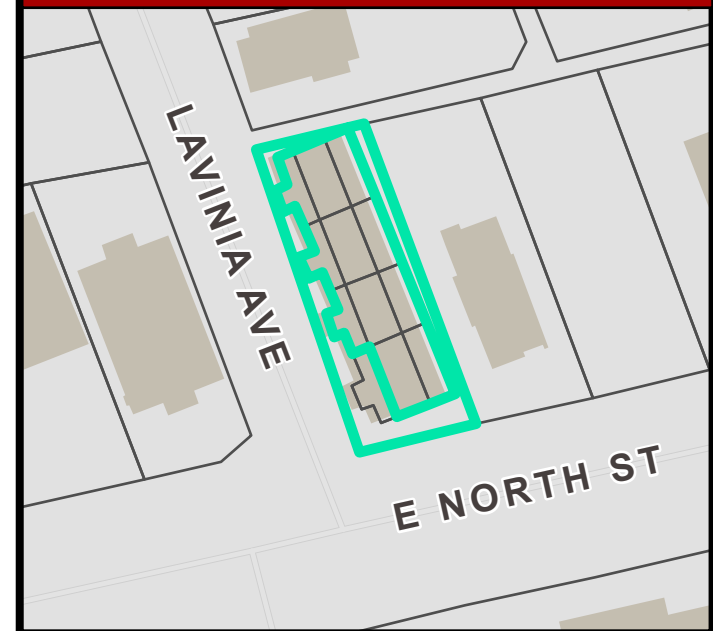
NATURAL / ENVIRONMENTAL FEATURES



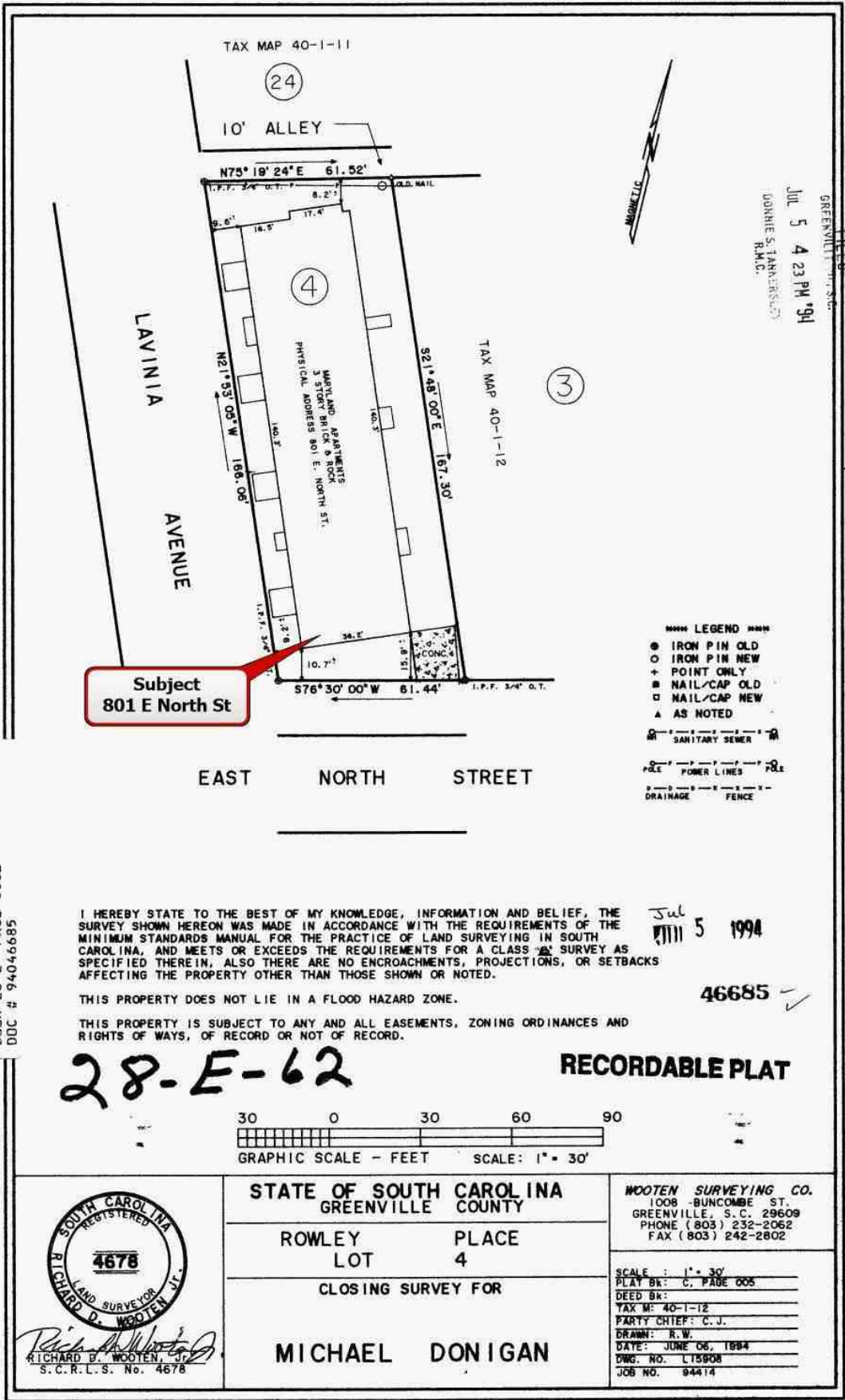
SPECIAL EMPHASIS NEIGHBORHOODS



PRESERVATION OVERLAYS

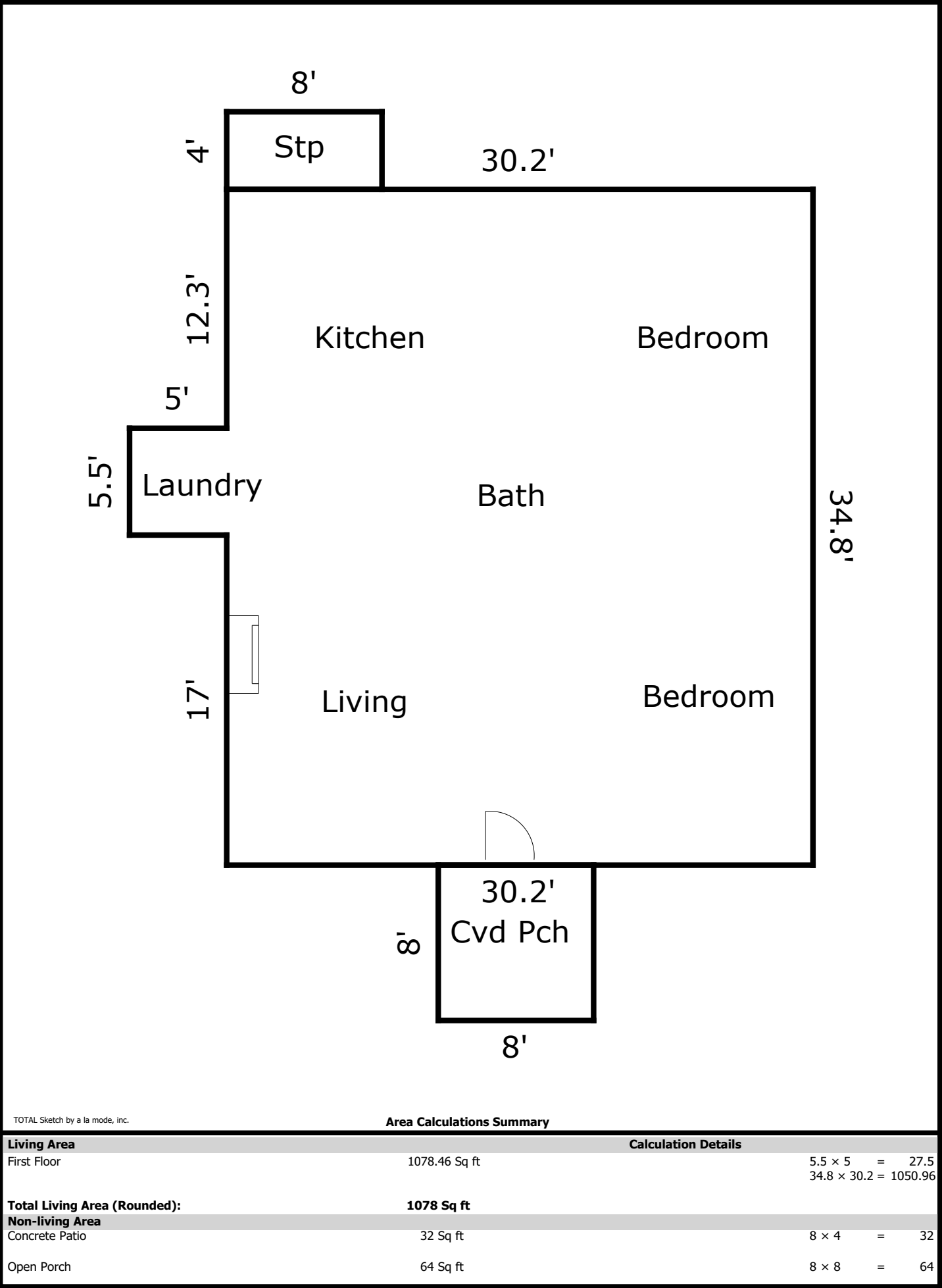


Plat

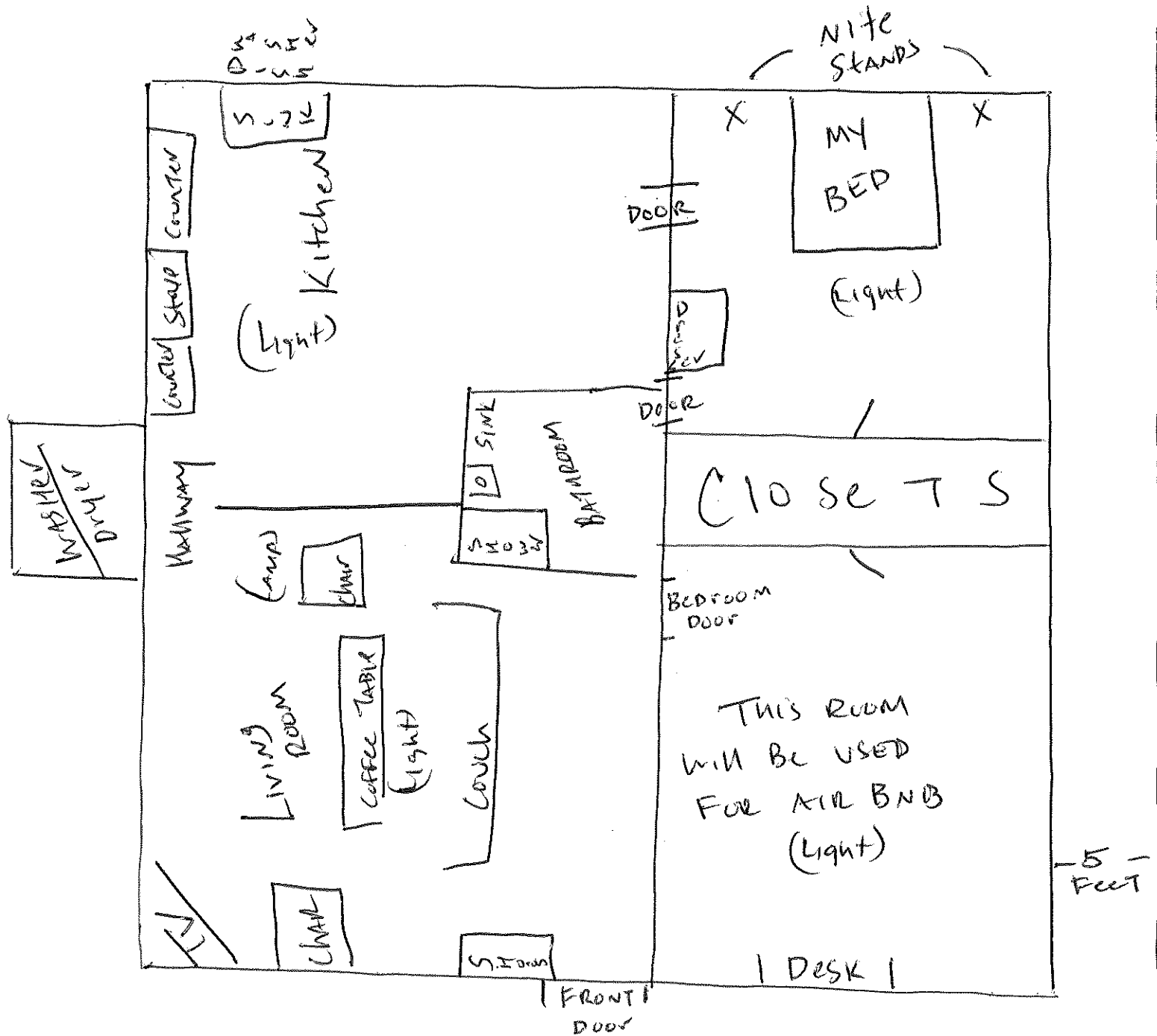


Building Sketch

Borrower	Randy J Scott					
Property Address	801 E North St					
City	Greenville	County	Greenville	State	SC	Zip Code 29601
Lender/Client	Bank of Travelers Rest**					



If There Are
No FANS



3051
↓

LAVINIA AVE

FRONT BUILDING



LIVING ROOM



BATHROOM



KITCHEN



BEDROOM



BEDROOM



GUEST BEDROOM



BUILDING/UNIT BY E NORTH STREET



STREET PARKING



Deed

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
IN THE MATTER OF:)
CHARLES BRYSON DOWLING)
(Decedent)

IN THE PROBATE COURT
DEED OF DISTRIBUTION
(Real Property Only)
NOT A WARRANTY DEED

CASE NUMBER: 2018ES2302183

DEED/DIST Book: DE 2574 Page: 5145 - 5146
September 4, 2019 02:43:50 PM
Rec: \$15.00
E-FILED IN GREENVILLE COUNTY, SC

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2 Pgs

The undersigned states as follows:

Decedent died on 09/07/2018; and probate of the Estate is being administered in the Probate Court for Greenville County, South Carolina, in File #2018ES2302183.

I was appointed Personal Representative on 10/30/2018. Decedent owned real property described as follows:

Tax Map Number: 0040.00-01-012.01
Street/Property Address: 801 E. North Street, Unit 1
Greenville, S.C. 29601

Legal Description:

ALL that certain piece, parcel or unit situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Unit No. 1 of The Lennox Residential Horizontal Property Regime as is more fully described in Master Deed (Declaration) establishing The Lennox Residential Horizontal Property Regime dated March 22, 1999, recorded in the Office of the Register of Deeds for Greenville County in Deed Book 1826 at Pages 373 through 435, inclusive, and surveys and plat plans recorded in Plat Book 28-E at Page 62.

THIS BEING the same property conveyed to Charles Bryson Dowling by deed from Donald C. Curry, dated February 27, 2008 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Deed Book 2314 at Page 989 on February 28, 2008.

☐ Additional sheet(s) for additional property(ies) is/are attached (check, if applicable).

This transfer is made pursuant to:

- ☐ Decedent's Will
☒ Intestacy Statute: SCPC 62-2-103
☐ Private Family Agreement: SCPC 62-3-912
☐ Disclaimer by: _____
☐ Probate Court Order issued on _____
☐ Other: _____

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered “new” if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner’s site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner’s site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from “stock” standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:
3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Abbreviations Used in Data Standardization Text

Abbreviation	Full Name	Fields Where This Abbreviation May Appear
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmLth	Arms Length Sale	Sale or Financing Concessions
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
DOM	Days On Market	Data Sources
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
Ind	Industrial	Location & View
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
Listing	Listing	Sale or Financing Concessions
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
BsyRd	Busy Road	Location
o	Other	Basement & Finished Rooms Below Grade
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
Woods	Woods View	View

Other Appraiser-Defined Abbreviations

Abbreviation	Full Name	Fields Where This Abbreviation May Appear
Cvd	Covered Porch	Sale Comparison Grid
HP	Heat Pump	Sale Comparison Grid
Thrm Wndw	Thermal Windows	Sale Comparison Grid
Pat	Patio	Sale Comparison Grid
Scrnd	Screened Porch	Sale Comparison Grid
Balc	Balcony	Sale Comparison Grid
Wrp	Wrap Around Porch Covered	Sale Comparison Grid

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OF DEEDS

BOOK 1826 PAGE 373 ✓✓

MASTER DEED (DECLARATION)
ESTABLISHING
THE LENNOX RESIDENTIAL HORIZONTAL PROPERTY REGIME

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FOR

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THE LENNOX RESIDENTIAL HORIZONTAL PROPERTY REGIME

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MASTER DEED (DECLARATION)
ESTABLISHING
THE LENNOX RESIDENTIAL HORIZONTAL PROPERTY REGIME

Master Deed (the "Declaration") made this 22nd day of March, 1999, by KML Holdings, Inc. (formerly Venture Capital, Inc.), a South Carolina corporation (the "Declarant").

WHEREAS, Declarant is the owner in fee simple of certain real property with buildings and other improvements thereon, easements and agreements appurtenant thereto, and other rights and interests appurtenant, located at the intersection of East North Street and Lavinia Street in the City of Greenville, State of South Carolina, as more particularly described in Exhibit A, attached and made a part hereof (the "Property");

WHEREAS, Declarant desires to submit the Property, the same being the land and Building Structure (as hereinafter defined) that are part of the Property, and all rights, interests, agreements, and easements appurtenant to Property to a residential horizontal property regime under the Horizontal Property Act of South Carolina in Title 27 of the South Carolina Code, as amended and as may be amended in the future (the "Act"), as hereinafter defined (the "Property");

NOW, THEREFORE, Declarant hereby declares that those portions and spaces within the building on the Property hereinafter defined as Common Areas and Units, the land and the Building Structure (as hereinafter defined) on the Property, and all rights, interests, agreements, and easements appurtenant to Property, as more particularly described and defined in Article I and in Exhibit A, attached and made a part of this Declaration, owned by Declarant are hereby made subject to and submitted to a horizontal property regime to be known as The Lennox Residential Horizontal Property Regime as provided in the Act, (the "Property") and that the Property is held and shall be held, conveyed, used, occupied, encumbered, sold, transferred, and improved subject to the provisions of the Act and the covenants, conditions, restrictions, uses, limitations, terms, rights, and obligations of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the creations, conversion, demarcation, and division of the Property into condominium ownership, all of which and this Declaration shall be covenants running with the fee simple ownership of the Property and which shall be binding upon and inure to the benefit of the Declarant and its successors and assigns and every party acquiring an interest in the Property of any part thereof and said party's heirs, successors, administrators, personal representatives, and assigns forever.

Article I
Definitions

In addition to any other terms defined elsewhere in this Master Deed or the Act, the following terms shall have the following definitions when used in this Master Deed:

1. "Apartment" means a part of the Property intended for independent use as provided in the Act.

2. **"Appraisal"** mean a determination of the fair market value of the Property, or any portion thereof, as provided in Article XIII of this Declaration.

3. **"Assessment"** means an Owner's share of the Common Expenses and Limited Common Expenses which, from time to time, is assessed against an Owner by the Association in the manner herein provided and other costs and expenses which, from time to time, are assessed against an Owner in accordance with the terms of the Declaration.

4. **"Association"** means The Lennox Residents' Association, Inc., a South Carolina non-profit corporation, comprised of all of the Owners of Units as members, established for the purpose of administering The Lennox Residential Horizontal Property Regime in accordance with the Declaration and By-Laws.

5. **"Board of Directors"** means the board of directors of the Association selected in the manner and with such authority and duties as provided in the Declaration and By-Laws.

6. **"Building"** and **"Building Structure"** mean the foundation, all exterior walls and all interior load-bearing walls and structures within those walls supporting all building stories, floor beams and joists supporting all interior floors and spaces (including but not limited to the basement and first and second story interior building spaces), interior inter-floor spaces between the first, second and third story, roof beams and joists, roofs and roof coverings, exterior facades (including, but not limited to masonry and stone work around windows and exterior doors), gutters and down spouts, and utility conduits that serve the Common Areas and Units of the Condominium, within, under, into, through, or on the building located on the Property.

7. **"By-Laws"** means the by-laws of the Association, marked Exhibit C, attached and made a part of this Declaration, as the same may be amended.

8. **"Common Areas," "General Common Areas," "Common Elements," or "General Common Elements"** mean any and all portion of the Property that are a part of the Condominium not designated as a part of a Unit, and include, but are not limited to, the land and Building Structure containing the apartments, hallways, stairways, storage rooms, windows and window glass, exterior doors and door locks and handles between stairways and the building exterior, railings, gates, floor coverings in designated Common Areas, pipes, wires, conduits, and other public utility lines serving the Property generally, paved and landscaped areas, contracts, easements, encroachment agreements, rights-of-way, and contract rights as may be obtained by the Association or by the Declarant in connection with the Condominium for services or access, and machinery, equipment and other tangible or intangible personal property which is owned by the Association and which is necessary or convenient to the existence, maintenance and safety of the Condominium. Common Elements also include an easement across, over, through, and in Units for the benefit of all Owners and the Association for access, maintenance, repair, reconstruction, or replacement of structural members, equipment, insulation, and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety and use

of the Property and the Building Structure and other Common Areas and Common Elements.

9. **"Common Expenses"** means the (a) expense of administration, maintenance, repairs and replacements of the Common Areas; (b) expense of the maintenance, repairs and replacement of the Building Structure; (c) expenses determined by the Association to be common expenses and which are lawfully assessed against the Owners by the Association; (d) expenses declared to be common expenses by provisions of the Act, this Declaration or the By-Laws; (e) expenses of water, electricity and other utilities used by the Association; (f) real property taxes on the Common Areas; and (g) any assessments for the creation and maintenance of reserve funds.

10. **"Condominium"** shall mean THE LENNOX RESIDENTIAL HORIZONTAL PROPERTY REGIME as established by this Declaration pursuant to the Act.

11. **"Condominium Documents"** means this Declaration and the By-Laws and Articles of Incorporation of the Association.

12. **"Co-Owner"** means the joint owner with one or more parties of the fee simple title to a Unit.

13. **"Declarant"** means KML Holdings, Inc. (formerly Venture Capital, Inc.), a South Carolina corporation, the owner of the Property, and its successors and assigns.

14. **"Declaration"** means this Declaration or Master Deed for The Lennox Residential Horizontal Property Regime.

15. **"Floor Plans"** means the plot and floor plans of the Property as shown on Exhibit C, attached and made a part of the Master Deed.

16. **"Insurance Trustee"** means the insurance trustee described in Article XI of the Master Deed.

17. **"Limited Common Areas" or "Limited Common Elements"** means and includes those Common Areas or Elements which are designated as such on the Floor Plans, or Plot Plans, or elsewhere in this Declaration and are reserved for the use of one or more specified Units to the exclusion of the other Units.

18. **"Majority" or "Majority of Owners or Co-Owners"** means fifty-one (51%) percent or more of the Basic Value of the Property as a whole in accordance with the Basic Values established in Exhibit E, attached and made a part hereof.

19. **"Manager"** means the Person designated, appointed or elected from time to time as manager of the Association in accordance with the provisions of the Master Deed and the By-Laws.

20. **"Master Deed"** means this Master Deed or Declaration of The Lennox Residential Horizontal Property Regime. If any conflict arises between the terms of the Master Deed and any other Condominium Document, this Declaration shall control.

21. **"Owner"** means the person(s) owning an Apartment/Unit in fee simple absolute and an undivided interest in the fee simple estate of the Common Areas, General Common Areas, Common Elements or General Common Elements in the percentage determined pursuant to the Declaration.

22. **"Person"** means an individual, corporation, personal representative, guardian, conservator, partnership, association, trustee, or other legal entity or being, or any combination thereof.

23. **"Property"** means the land and Building Structure and space within the Building Structure on the Property, together with all rights, interests, agreements, and easements appurtenant thereto submitted to condominium ownership pursuant to this Declaration and the Act.

24. **"Unit"** means an Apartment designated for private ownership by an Owner, being numerically identified and described on Exhibit C, and containing that space and the improvements therein bounded by the unfinished and/or undecorated perimeter wall, floor and ceiling surfaces facing toward the space within the Unit, but excluding Common Areas and all spaces and improvements lying behind the undecorated and/or unfinished surfaces of all interior load-bearing walls and/or partitions and beneath the undecorated and/or unfinished surfaces of all floors, and further excluding all pipes, ducts, wires, conduits and Common Elements running through, on, above or below, any interior wall, partition, ceiling, or floor, for the furnishing of utility services to the Units and Common Areas of the Condominium, or other parts of the Building, except:

- a. All wallboard, plasterboard, plaster, paneling, tiles, wallpaper, finished flooring (but not subflooring), exposed wall and ceiling beams (even if structurally inherent to the Building), and any materials constituting any part of the unfinished surfaces thereof. All other portions of the walls, floors or ceilings are part of the Common Areas, including walls that are the inner surface of the exterior stone of the Building.
- b. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one (1) Unit or any portion of the Common Area is a part of the Common Area.
- c. Subject to the terms of Subsection b above, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are part of the Unit.

- d. Any balcony doors, vents, heating and air conditioning units, doorsteps, stoops, entryways, and stairs appurtenant to a Unit and all exterior doors, windows, and window sills, or other fixtures designated to serve a single Unit, but located outside, or partly inside and partly outside, the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

"Unit" also includes an easement appurtenant to each Unit for ingress and egress to and from such Unit over and across those portions of the Common and Limited Common Areas designated for access to and from the Building Structure and throughout the Common Areas.

Article II Description of the Condominium

1. The Land. The Land, and easements appurtenant and contracts, easements, and encroachment permits appurtenant thereto is located in the City of Greenville, County of Greenville, State of South Carolina, has the metes and bounds set forth in Exhibit A, and constitutes the land and interest therein subjected hereby to the Act.

2. Description of the Building and Other Improvements. The Lennox Residential Horizontal Property regime contains the Building Structure, and twelve (12) Units, all designated for residential use, and Common and Limited Common Areas and Elements as described in this Master Deed.

The structural shell of the Building consists of stone and masonry walls with structural wood framing. The building is constructed on a masonry foundation with a small crawl space between the ground and the first floor. The existing interior floor structures consist of hardwood flooring within the Units and in the hallways and stairs of the Common Areas and carpeting in one of the Units. The kitchen area of each Unit has vinyl floor covering.

Each Unit has its own gas-fired hot water heater and furnace, and a hydrostatic air conditioning system. Each furnace and air handling unit is located in the ceiling area, the condensers are mounted on the ground next to the gas meters along the rear of the Building within the Common Area.

Balconies are located on the exterior of the Building, each of which is accessed from the Unit to which it is appurtenant and is a Limited Common Area allocated exclusively to such Unit.

3. Easements Appurtenant and Rights Running With the Land. The easements appurtenant and rights running with the land that are a part of the Condominium are more particularly described in this Master Deed and Exhibit A to the Master Deed.

Article III Unit Number and Percentages of Undivided Interests in The Common Area

1. Unit Number and Percentages. The Unit number assigned to each Unit and each Unit's percentage of undivided interest in the Common Areas appurtenant to each Unit and owned by each Unit Owner for the purposes hereinafter delineated, including voting in the Association,

are set forth in Exhibit D, attached and made a part of this Master Deed.

The percentage of undivided interest in the Common Areas and Elements appurtenant to any Unit shall not be changed except with the unanimous consent of all of the Unit Owners in the Condominium as set forth in an amendment to this Declaration duly executed by all such Owners and their respective mortgagees, if any, and recorded in the Office of the Register of Deeds for Greenville County.

2. Method of Percentage Establishment. The percentages of ownership and undivided interest in the Common Areas appurtenant to each Unit have been established by the Basic Values set forth in Exhibit E assigned for statutory purposes to all Units.

Article IV Plot Plan, Floor Plans and Amendment Thereof

1. Plot Plan. A plot plan showing the Property and the layout, location, Unit numbers and dimensions and floor plans of all of the Units and the Common Areas and Limited Common Areas is marked Exhibit D, attached hereto and made a part hereof, and is also incorporated herein by reference and submitted herewith pursuant to the Act (all known collectively as the "Plot Plan").

2. Amendments. The Plot Plan may be amended as provided herein in Article XV with respect to amendment of this Master Deed.

Article V Restrictions

For the purpose of insuring maximum enjoyment of the Condominium by all the Owners, the preservation of property values, and the harmonious occupancy of Owners in the Condominium, the use of the Property constituting the Condominium shall be in accordance with the following provisions:

1. General Restrictions Applicable to All Units. The following restrictions shall be applicable to all Units in the Condominium:

- a. Declarant may use one(1) or more units for a sales office and demonstration unit until Declarant has sold all of its Units.
- b. All Units shall be used for single-family residential purposes only; provided, however, that Owners may conduct in-home businesses that do not cause noise, additional traffic in Common Areas, or otherwise interfere with other Owners' quiet enjoyment of their Units.

- c. All parts of the Property, including but not limited to the Units, shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire or health hazard allowed to exist at any time.
- d. No noxious, immoral, improper, offensive or unlawful activity shall be carried on upon the Property or any part thereof, nor anything be done thereon or any substance, thing, or material be kept thereon which is or may cause any noise or foul or obnoxious odors or become an annoyance, hazard, or nuisance to the Owners of other Units or that will or might disturb the peace, quiet, comfort, or serenity of other Owners.
- e. All Owners shall comply with all applicable laws, zoning ordinances, building codes, health ordinances, other regulation of all governmental bodies having jurisdiction thereof. Notwithstanding the zoning classification of the Property, the Condominium shall at all times be restricted to single-family residential use in accordance with b. above.
- f. Any lease agreement with respect to any Unit shall provide that the terms of the lease are subject in all respects to the terms and conditions of this Master Deed and the By-Laws and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under the lease. All leases concerning a Unit shall be in writing and a copy given to the Board of Directors. Except for the foregoing, there are no restrictions on the rights of any Unit Owner to lease said Owner's Unit. Each Unit Owner shall be responsible to the Board of Directors for the compliance of such Owner's lessees with the Master Deed, By-Laws and regulations for use and occupancy of the Condominium.
- g. Regulations concerning the use and occupancy of the Condominium (including Units and Common Areas) and regulations concerning the prohibition or of limitation on pets may be made and amended from time to time by the Board of Directors. A copy of such regulations and any amendments thereto shall be furnished by or at the direction of the Board of Directors to all the Owners of the Condominium. Additional copies shall be available upon request to the Board of Directors.
- h. Each Owner, and any lessee, shall comply with all regulations and with this Master Deed and the By-Laws.
- i. No exterior antennae, satellite, microwave, ham radio or other dishes or disks for the reception or transmission of television, radio, telephone or other services or communications are allowed.
- j. No Unit may be subdivided into two or more Units.

- k. If any unit Owner undertakes remodeling, renovation, or other repairs or replacements within Owner's Unit, such work shall be completed in a timely fashion so as to minimize noise and disturbance to other Unit Owners.
- l. Each Owner shall keep and maintain the Owner's Unit and any improvements thereon in good condition and repair.
- m. Any firearm or weapon discharge or release, other than for defense or protection of one's life or property, is strictly prohibited on any and all Property in the Condominium. Firearms and weapons shall include, without limitation, rifle, gun, pistol, shotgun, black powder gun, pellet or BB gun, bow and arrow, crossbow and arrow, and any other weapon from which any bullet, shot, or projectile may be discharged or released.
- n. No bicycles or motorcycles shall be parked in any Common Area.
- o. No object shall be allowed to sit, hang, be suspended from, attached to, or extend, outside a Unit or the exterior of the Building Structure, windows or window sills, roof or balcony, including but not limited to window boxes or other containers, flags, signs, banners, bird feeders, ornaments, decorations or other item or material, other than awnings, if any, which shall be Common Elements. Doorbells and security peepholes are permitted. The Board of Directors shall establish rules and regulations governing the placement of satellite television receiving dishes on the Roof of the Building upon request of any Owner.
- p. All Units shall have available to them the use of one mailbox in the designated bank of mailboxes which are part of the Common Area. Such mailbox designated for a Unit shall be a Limited Common Element appurtenant to such Unit.
- q. No advertising signs, banners, or billboards shall be erected on or attached to the exterior Common Area, including but not limited to the exterior of any part of the Building Structure, or adjacent to any Residential Unit except a small sign at the door of a Unit identifying the Unit number and Owner, in form as approved by the Board of Directors.

Article VI Units

The Units shall be constituted as follows:

- 1. Each Unit, together with its undivided interest in the Common and Limited Common Areas, shall, for all purposes, constitute real property which may be owned in fee simple and

which may be conveyed, transferred and encumbered in the same manner as any other real property, subject to the provisions of the Act, Master Deed and By-Laws, as amended.

2. Each Owner shall be entitled to the exclusive ownership and possession of his Unit, subject to the provisions of the Act, Master Deed and By-Laws, as amended.

3. Units shall be comprised of the separate identified Units which are designated in Exhibit C to this Master Deed.

4. The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto, whether or not separately described, all of the rights, title and interest of any Owner in the Condominium Property, which include, but are not limited to:

- a. Common Areas and Limited Common Areas. An Owner's undivided percentage interest in the Common Areas and Limited Common Areas at any particular time shall be the percentage allocated to the respective Units as set forth in Exhibit D.
- b. Association Membership. Each Owner shall be a member of the Association. Such membership shall include the right to vote on all matters which, under the Master Deed and By-Laws, are required or authorized to be decided by Owners. The Association shall have one (1) class of voting membership which shall consist of all Unit Owners. Such Owners shall be entitled to the percentage ownership equal to the percentage share of the Common Areas and Limited Common Areas, and the right to vote according to said percentage ownership on matters as designated in Exhibit D and the By-Laws. When more than one Person is an Owner of the same Unit, the vote for the ownership interest for such Unit shall be exercised as such Persons shall determine among themselves. In no event shall more than the percentage of ownership vote be cast with respect to any Unit.
- c. Repairs, Maintenance and Improvements by the Association. The Association shall provide, as Common Expenses, maintenance to the Common Areas and Limited Common Areas of the Property including, but not limited to the following: the cost of repair and maintenance of the Building Structure (including by way of example, repair and replacement of Roof, exterior building surfaces, exterior building stoops, awnings or other coverings above balconies and entryways), exterior doors to the Building, entryways, painting or staining and caulking of the outside of window sills and frames that are adjacent to Units (if part of a general such repair and maintenance for two or more Units), interior and exterior steps and landings and steps and landing surface coverings and railings, hallways and floor coverings in hallways, paint exterior of doors of Units as routine painting of more than one Unit.

The Association shall not be responsible for the repair and replacement of window panes

and doors, including interior and exterior caulking of windows that are not part of a general repair described in the preceding paragraph, locks, knobs, handles and movable parts, frames and glass for Units, which shall be the sole responsibility of the Owner(s) of each Unit. Any repair or replacement of windows or doors of Units shall be subject to the approval of the Board of Directors.

If the Board of Directors determines that the need for maintenance or repairs by the Association as provided in this Master Deed is caused by the willful or negligent act of an Owner, such Owner's lessee, family, guests or invitees and not covered or paid for by insurance, the cost of such maintenance or repairs shall be added to and become a part of such Owner's Assessment.

- d. Repairs, Maintenance and Improvements by the Owners. Each Owner shall maintain, repair and replace, at his expense, all portions of the Unit or Limited Common Area appurtenant to such Unit, except for items which are the responsibility of the Association as a Common Expense.

As part of the foregoing responsibility, and not by way of limitation thereon, all Owners shall provide the maintenance, repair and replacement of the following:

heating and air conditioning units and associated equipment (whether or not physically located within Units) serving such Unit, condensers, hot water heaters, refrigerators, stoves, dishwashers, disposals, toilets, sinks, bathtubs, showers, and their faucets and fixtures, all pipes and valves within the Units, carpet, flooring (but not subflooring), floor coverings, interior paint, wallpaper, paneling, wall coverings, light fixtures (whether or not recessed), windows (including glass, locks, handles, movable parts and frames), doors, including locks, knobs, handles and movable parts and frames, cabinets and any other appliances and fixtures within the Unit. All pipes, valves, wires, conduits, ducts, tubing, exhaust and discharge lines, whether located within the boundaries of a Unit or within Common or Limited Common Areas are the responsibility of the Unit Owner if any such service that Unit. If they service more than one Unit, the responsibility for their maintenance, repair and replacement shall be borne by the Association. Damage to other Units caused by wires or by leaks in pipes or valves servicing only the damaged Unit shall be the responsibility of the Unit Owner. Damage to Units, other than the Unit serviced, or Common Areas and Limited Common Areas, caused by wires or by leaks in pipes or valves servicing only one shall be the responsibility of the Association.

Each Unit Owner shall be responsible for the light receptacles servicing only his Unit.

Each Unit Owner is responsible for glass breakage to and cleaning of the window,

both interior and exterior surfaces, of his Unit.

Each Unit Owner is responsible for painting, staining and caulking around any window or door appurtenant to his Unit if the same is repaired or replaced other than in routine repair or replacement to more than one Unit.

If, to perform maintenance or make repairs and replacement to a Unit, it is reasonably necessary or practically desirable for a Unit Owner to go in or upon other Units, the Common Areas, or Limited Common Areas, or to do damage to other Units, the Common Areas, or Limited Common Areas, such Owner shall have the right to do so; provided that (1) the plans therefor have been approved by the Board of Directors, (2) such repairs or replacements are done with as little inconvenience to the other Unit Owner or Association Members as reasonably possible; (3) all damage to such other Unit, the Common Areas and Limited Common Areas affected is repaired and restored as quickly as possible at the sole expense of the Owner whose repair work made necessary such damage, and (4) the Board of Directors is provided by the repairing Owner for the benefit of affected owners and the Association, as applicable.

No Owner shall paint or otherwise decorate, or change the appearance of, any portion of the exterior of a Unit except as provided in this Master Deed or the By-Laws.

No Owner shall make any alteration or addition to, or service any parts of, or do any work which would jeopardize the safety or soundness of any portion of the Unit contributing to the support of the Unit, another Unit, or any part of the Building Structure containing the Unit, which supporting portions shall include, but not be limited to, the outside walls of the Unit and any load-bearing walls or columns within or without the Unit.

No Owner shall make any alteration or addition to, or service any parts of, or do any work which would jeopardize the safety, service, or use of any utility lines, conduits, valves, pipes, or other items of the Unit, any other Unit, the Common or Limited Common Areas of the Condominium or any other part or occupant of the Building Structure not part of the Condominium.

No Owner is required or authorized to repair, reconstruct or rebuild all or any part of his Unit under any circumstances in which the responsibility for such repair, reconstruction or rebuilding is specifically placed upon the Association under other sections of this Master Deed.

Notwithstanding anything to the contrary contained in this Master Deed, and for the benefit of the Unit Owners as a group, the Association may, but is not required to, do anything that an Owner is required to do hereunder (including, without limitation, Unit repair and window replacement), (a) in the discretion of the Board of Directors or Manager, if any, in an emergency; (b) in the discretion of the Board of Directors, for convenience for the

Association, and (c) in the discretion of the Board of Directors, if an Owner fails to perform his obligations under this Master Deed or the By-Laws. Action taken by the Association under this paragraph shall be at the cost and expense of such Owner who shall be assessed the cost thereof as a part of his Assessment which shall be enforced as provided in this Master Deed and the By-Laws.

Article VII Common and Limited Common Areas and Elements

1. Ownership of Common and Limited Common Areas and Elements. The ownership of the percentage of undivided interest of an Owner in the Common and Limited Common Areas and Elements shall be deemed to be conveyed or encumbered or to otherwise pass with the Unit, whether or not expressly so stated or described the conveyance or other instrument describing the Unit, and may not be separated from the Unit and Unit ownership.

2. No Partition. The Common and Limited Common Areas and Elements shall remain undivided and no Owner nor any other person shall bring any action for partition or division of the whole or any part of the Common and Limited Common Areas and Elements except as provided in the Act or otherwise specifically provided in this Declaration.

3. Use of Common Areas and Elements. Common Areas and Elements may be used by any Owner for the purposes for which they are intended, subject to the limitations contained in this Master Deed and any rules and regulations adopted by the Association. Limited Common Areas and Elements may be used by the Owner for whose common benefit and use they are intended, subject to the limitations contained in this Master Deed and any rules and regulations adopted by the Association. No use by any Owner of Common or Limited Common Areas and Elements shall hinder or encroach upon the lawful rights of the other Owners.

4. Maintenance. Maintenance, operation, repair and replacement of Common and Limited Common Areas and Elements shall be as provided in Article VI, and as elsewhere provided, in this Master Deed.

Article VIII Association

1. Declarant as Association. Pending the conveyance of seventy-five (75%) percent of the Units by Declarant or a term of five (5) years from the date of sale of the first Unit by Declarant, whichever is earlier, Declarant shall have all the rights, powers, remedies, duties and privileges of the Association, Board of Directors and Manager.

Declarant shall have the right to delegate all or some of the foregoing to a Manager designated by Declarant, which may be a person or entity controlling, controlled by, or under some common control with the Declarant until control of the Association becomes vested in the

purchasers of the Units; provided, however, any agreement for professional management shall provide that it may be terminated without penalty by Declarant or the association upon ninety (90) days' notice and shall be for a term not to exceed one year, renewable for successive one-year periods.

Declarant shall have the right, but not the obligation, to turn over control of the Association and Board of Directors to the owners at any time.

2. Assessment While Declarant Acts as Association. During the period that Declarant acts as the Association as provided herein, Declarant shall establish a budget of common expenses based upon Declarant's estimate of the cost of management, administration, services, and other Common Expenses, together with a reasonable management fee to the Declarant. Based upon such budget, Declarant shall establish the amount of Assessments to be paid monthly by each Owner for such Common Expenses and management fee.

3. Transfer of Association. Unless Declarant shall have previously turned the Association over to the Owners, Declarant shall, within ninety (90) days following the completion of the transfer of title to seventy five (75%) percent of the Units, call a meeting of the Association to be held within ten (10) days following the notice of such meeting.

At this initial meeting of the Owners, the Association will elect Directors, and the Declarant will render a report on the Condominium, turn over management and the books, records, and accounts (which shall be in balance) to the Association and its Directors.

4. Membership of Declarant in the Association. The Declarant shall be for all purposes, and shall have all the rights, power, privileges, duties and obligations of an Owner and be a member of the Association so long as the Declarant owns one or more Units and shall have a vote as a Member of the Association in accordance with Declarant's percentage ownership of Units in the Condominium.

Article IX Assessments

1. Establishment of Assessments. Assessments shall be determined by the Board of Directors of the Association (or Declarant as provided in Article VIII) with the advice of the Manager, if any, at a meeting scheduled with notice to the Directors in accordance with the By-Laws of the Association.

Notwithstanding anything to the contrary, no Unit Owner shall ever be assessed a percentage of the Common Expenses in excess of such Owner's percentage undivided interest in Unit(s) owned by such Owner.

2. Share of Expenses.

a. Common Expenses. Common expenses are those which, under this Master Deed, are to be borne by all Owners of Units and shall be the obligation of all Owners, but every Owner shall be liable for only that fractional interest of Common Expenses equal to that Owner's percentage undivided interest of ownership in the Common Area and Elements, as set forth in Exhibit D, at the time the Common Expense is incurred.

b. Individual Expense. Each Owner shall be liable for all expenses attributable to his ownership, use or occupancy of his Unit, except only in Common Expenses above stated for which the Association is obligated. Such individual expense shall include, but not be limited to, taxes on the Unit and undivided interest in the Common Area and Elements and all utilities where applicable used by the Unit.

3. Accounts. All sums collected from Assessments (except for Reserves which shall be maintained in a separate account which may be interest bearing and used as provided in this Master Deed) may be mingled in a single fund but shall be held in trust for the Owners in the respective shares in which they are paid, and shall be credited to accounts from which shall be paid the expenses for which the respective Assessments are made. Such accounts shall be a Common Expense account to which shall be credited collections of Assessments for Common Expenses. The Owners shall not be entitled to receive any pro rata share of any Assessment funds, no matter how designated, upon the sale or transfer of the Unit.

4. Assessments for Recurring Expenses. Assessments for recurring expenses for each expense account shall include the estimated expenses chargeable to the account. Assessments for recurring expenses shall be made for the remainder of the calendar year in which this Master Deed is filed as soon as practicable after filing, and for each calendar year thereafter annually in advance. Such Assessments shall be due in equal consecutive monthly payments on the first day of each month of the year for which the Assessments are made. If an annual Assessment is not made as required, a payment in the amount required by the last prior Assessments shall be due upon each Assessment payment date until changed by a new Assessment.

5. Assessments for Emergencies. Assessments for expenses of emergencies for each expense account which cannot be paid from the Assessments for recurring expenses shall be made only after notice of the need therefor to the Owners. Ten (10) days after such notice, of Owners holding a majority of the total vote of the Association do not disapprove the Assessment for emergencies in writing, the Assessment shall become effective, and it shall be due upon thirty (30) days' notice thereof to the Owners.

6. Assessment for Maintenance, Repairs & Replacement Reserve. A reserve fund for the periodic maintenance, repair and replacement of the Common and Limited Common Elements shall be established by the Association Board of Directors (or Declarant for the period provided herein) and funded by regular annual assessments payable monthly rather than by special assessments.

Upon the purchase of a Unit from Declarant, each Unit Owner shall deposit with the Declarant, or Manger, if any, or as may be otherwise directed by the Board, an amount equal to double the monthly assessment relating to such Owner's Unit. Such amount shall be held, together with the amount similarly deposited by the other Unit Owners, as a contingency reserve. To the extent that the said contingency reserve fund may be depleted, or in the judgment of the Board may be inadequate, the Board may increase the same by an assessment of the Members in the proportion of their ownership interest in the Common Elements which may be set to be paid in a lump sum if less than \$1,000.00, but in at least two or more installments at least one month apart if more than \$1,000.00.

7. Assessment Records. The Assessments for each Unit, the name and address of each Owner and the amounts paid and owing by each Owner shall be recorded in books and records maintained by the Association and open for inspection to all Owners during normal business hours at a place designated by the Association.

8. Obligation for Assessments. An Owner is not liable for the obligation of any other Owner. An Owner shall be liable for all Assessments with respect to any Unit owned by him during the period of ownership. If the Association must pursue collection of unpaid Assessments, the Owner shall be liable for costs, expenses, and collection and reasonable attorneys' fees of such collection including any litigation with respect thereto.

An Owner may not avoid his obligation for Assessments by waiver of the use and enjoyment of any Common or Limited Common Elements, or by abandonment of the Unit for which the Assessments are made.

If foreclosure of any mortgage upon a Unit takes place, conveyance of any such Unit in lieu of foreclosure or judicial sale of any such Unit, the person acquiring title at such foreclosure sale or in lieu thereof, shall be liable only for Assessments coming due thereafter or for that portion of Assessment due prorated for the period after the date of such acquisition.

9. Lien for Assessments. The unpaid portion of any Assessment which is due is hereby secured by a lien upon the Unit and all appurtenances thereto. To the extent permitted by applicable law, any lien for Common Expenses and Assessments shall be subordinate to any mortgage on any Unit recorded prior to the date on which such lien arises. Such a lien for Common Expenses and Assessments shall not be affected by any sale or transfer of a Unit except that a sale or transfer pursuant to a foreclosure of a superior mortgage shall extinguish the lien for Assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any Assessments thereafter becoming due.

10. Collection. In addition to any other remedies provided by law, the Association may enforce collection of Assessments as follows:

a. Unpaid Assessments to be Paid from Sales Price. Upon the sale or conveyance of a Unit, all unpaid Assessments of any type, including late charges and other charges and fees due, against an Owner and his Unit shall first be paid out of the sales price or by the purchaser in preference to any other assessments or charges except: (1) assessments, liens, or charges for taxes past due and unpaid; and (2) payments due under duly recorded mortgages and encumbrances having priority under applicable law.

b. Late Charge; Application of Payments. Assessments and installments thereof paid on or before the tenth day after the date when due shall not incur a late charge. A late fee of \$50.00, or such other amount as may be set by the Board of Directors, will be due and payable each month that the Assessments are unpaid, in addition to the amount of the Assessment due. All payments on account shall be first applied to late charges and then to the Assessment payment first due.

c. Foreclosure of Lien: Personal Suit. The Association may enforce collection of delinquent Assessments by legal action in the courts of the State of South Carolina against the Owner personally and/or by foreclosure of the lien securing the Assessments, or by any other legal proceeding available at law or in equity. In any event, the Association shall be entitled to recover, in addition to amounts delinquent and late fees thereon, all costs incident to the collection and proceeding, including reasonable attorneys' fee.

d. Member's Loss of Vote. Notwithstanding anything to the contrary contained in this Master Deed, an Owner's right to vote as a Member of the Association shall be suspended so long as he is delinquent in payment of any amounts due the Association for Assessments, charges and fees of any kind.

e. Mandatory Assessment Collection. All Assessments, and all late fees thereon, must and shall be collected by the Association by whatever lawful means are necessary; provided, however, that any such collection may, but is not required to, be postponed for a period not to exceed two (2) months if the Board of Directors determines that a delinquency in payment is caused by special hardship justifying such moratorium.

Article X Administration

The administration of the Condominium, including but not limited to the acts required by of Association by the Condominium Documents, and the maintenance, replacement and operation of the Common and Limited Common Areas and Elements, except the items which are the responsibility of the Unit Owner, shall be the responsibility of the Association and shall be governed by the following:

1. Organization. The Association shall be organized as a South Carolina non-profit

corporation named The Lennox Residents' Association, Inc.

2. By-Laws. By-Laws of the Association shall be in the form attached hereto, marked Exhibit B and made a part hereof. Such By-Laws may be amended from time to time as provided in the Act, this Master Deed and the By-Laws.

3. Duties and Powers. Duties and powers of the Association shall be those set forth in the Condominium Documents, as well as those reasonable implied to effect the purpose of the Association and the Condominium. Duties and powers include, but are not limited to, participation in decisions concerning the maintenance, repair and restoration of the Building Structure with the Declarant and Declarant's successors in interest. Such duties and powers shall be exercised in the manner provided by the Condominium Documents.

4. Manager. The Board of Directors may employ a professional manager to exercise such powers and undertake such duties for the management of the business of the Association as may be delegated to such Manager by the Board in accordance with the Act, Master Deed and By-Laws.

The Manager may be an individual, corporation, or any other legal entity, as the Board may determine.

If the Board discharges the Manager, the Board may authorize payment of up to sixty (60) days of salary after termination.

Article XI Insurance

Insurance (other than title insurance) which shall be carried upon the Common Areas and Elements, the Units and the Building Structure shall be governed by the following provisions:

1. Insurance Policies. All insurance policies on the Common and Limited Common Areas and Elements, and the Units shall be purchased by the Association for the benefit of the Owners, the mortgagees of Units, and the Association, as their interests may appear. Such policies shall provide that all proceeds covering losses shall be paid to a trustee, the "Insurance Trustee," except where the loss result in payment of proceeds of \$1,000.00 or less, and, in such event, the proceeds shall be payable directly to the Association.

The Association shall also purchase, for the benefit of the Owners, the Mortgagees of Units, Declarant, and the Association, as their interests may appear, insurance on the Building Structure as a whole. Such policies shall provide that all proceeds covering losses on the building Structure shall be paid to the Insurance Trustee, who shall serve as a common trustee for the Association and Declarant.

2. Types of Coverage. The insurance coverages for the Building Structure as a whole, the Condominium and its Common and Limited Common Areas and Units shall include, at a minimum, full replacement cost fire and extended coverage, including additional risks such as vandalism and malicious mischief, in such an amount and with such deductibles as the Board of Directors, subject to Section 1 above, shall deem appropriate and with respect to the Building Structure as a whole. Such insurance shall not insure any of the personal contents of Owners, or additions to or betterments to the Units not part of the Common or Limited Common Areas.

A Unit Owner shall have the right to obtain, at his own expense, a building additions, betterments, and alterations endorsement to the Association insurance policy for the exclusive benefit of such owner. The cost of the premium for such endorsement and the management of the same are the sole responsibility of the Owner and the Association shall have no obligation, including but not limited to notice of renewal, with respect to such endorsement.

Insurance coverages shall also include liability insurance naming the Association, its Officers, Directors, and Members, Declarant, and Unit Owners and their mortgagees as insureds covering the Common and Limited Common Areas in such amounts and with such deductibles, but in no event for less than \$500,000.00 for injuries to each person, \$1,000,000.00 for each occurrence and \$500,000.00 for damage to property.

Insurance coverages on the Building Structure as a whole shall also include liability insurance naming the Association, its Officers, Directors, and Members, the Declarant, and Unit Owners and their mortgagees, as insureds covering the Building Structure, Common and Limited Common Areas in such amounts and with such deductibles as the Board of Directors may determine (subject to Section 1 above), but in no event for less than \$500,000.00 for injuries to each person, \$1,000,000.00 for each occurrence and \$500,000.00 for damage to property.

The Association may obtain such other and additional insurance as the Board deems appropriate to protect the Association and its Directors, Officers, and Members concerning contractual obligations of the Association and to cover workers' compensation, construction completion payment and performance bonds and the like.

The Association may also obtain such other insurance as it deems necessary and appropriate for the acts and omissions of Declarant and the Association Directors and Officers when the foregoing are acting on behalf of the Association.

All insurance shall be written in the name of the Association for the benefit of the Owners and their mortgagees in the percentage interests established in this Master Deed, and in the name of the Declarant and its successors and assigns with respect to those coverages described above for which the Declarant is an insured.

3. Insurance Review and Evaluation. The Board of Directors will review the insurance coverages, and their costs and amounts on an annual basis prior to renewal to maintain

replacement cost coverage. The Board shall also cause the Building Structure, Condominium and Common and Limited Common Areas and Units to be reappraised or revalued not less frequently than once every three (3) years by a licensed insurance agent or appraiser, and shall cause the amount of insurance coverages to be adjusted in accordance with such reappraisal or revaluation. The Declarant shall be notified of such review and shall have the opportunity to recommend an appraiser. Declarant shall cooperate with any such appraiser in evaluating the risks associated with use of space within the Building Structure that is not part of the Condominium.

4. Payment of Premiums. Premiums for insurance purchased by the Association (but not premiums for endorsements purchased by an Owner or premiums on insurance separately purchased by Declarant) shall be paid pro-rata by the Association as a Common Expense of the Association and pro-rata by Declarant upon written notice from the Association.

5. Unit Owner Insurance. Unit Owners shall have the right to obtain, at the Owner's expense, such insurance of the Owner's Unit and Limited Common Areas for such Unit, and personal property and contents therein, as well as such other insurance as the Owner deems appropriate.

6. Insurance Trustee. The Insurance Trustee shall be a banking institution, selected by the Board of Directors, with offices in the State of South Carolina and having trust powers. The Insurance Trustee shall receive such insurance proceeds as are paid on insurance policies owned by the Association or by the Association and Declarant and hold the same in trust and distribute the same in accordance with the terms of this Master Deed.

The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds.

7. Claims Adjustment: Board as Agent. Every Owner, upon acquiring an interest in a Unit thereby appoints the Board of Directors as agent to adjust all claims arising under insurance policies purchased by the Association, such appointment being coupled with an interest and being irrevocable.

Declarant hereby appoints the Board of Directors as its agent to adjust all claims arising under insurance policies purchased by the Association and Declarant on the Building Structure as a whole, such appointment being coupled with an interest and being irrevocable.

8. Holding of Insurance Proceeds. Proceeds on account of damage to Common Areas shall be held by the Insurance Trustee in an interest-bearing account in undivided shares in ratio equal to the undivided percentage interests of Owners in the Common Areas.

Proceeds on account of damage to Units shall be held in the following undivided shares:

- a. For Owners of Units which have been damaged or destroyed, in proportion to the

cost of repairing the damage (exclusive of an Owner's alterations and additions) suffered by each Owner where the number of Units destroyed, if any, is fewer than all of the Units and the damaged or destroyed Units are to be restored.

- b. For Owners of all Units in the Condominium, each Owner's share being in proportion to his percentage interest in the Common Areas, in the event of total destruction of all Units or if all the Units are not to be restored.
- c. If a mortgagee endorsement has been issued as to a Unit, the share of an Owner shall be held in trust for the mortgagee and the owner as their interest may appear.

Proceeds on account of damage to the Building Structure as a whole shall be held by the Insurance Trustee in an interest-bearing account in undivided shares for the Association and Declarant and shall be distributed as hereinafter provided.

9. Disbursement of Insurance Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners of such proceeds in the following manner:

- a. The Insurance Trustee may rely upon a certificate of the Board of Directors to determine whether or not the part of the Condominium or Building Structure damaged or destroyed is to be repaired, reconstructed or rebuilt.
- b. Appropriate expenses of the Insurance Trustee shall be first paid or provision made therefor.
- c. If the damage for which the proceeds are paid is to be repaired, reconstructed or rebuilt, the remaining proceeds shall be paid to defray the cost thereof as set forth in the Condominium Documentation. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Owners and their mortgagees being payable jointly to them.

This is a covenant for the benefit of any mortgagee of an Owner and may be enforced by such mortgagee.

- d. If it is determined that the damage to the Condominium or any part thereof for which proceeds are paid shall not be repaired, reconstructed or rebuilt, the remaining proceeds shall be distributed as set forth in Article XII, Section 5.

Article XII

Repair, Reconstruction, Rebuilding

Repair, reconstruction or rebuilding of the Property in the Condominium following damage

to or destruction of all or a portion of the Property in the Condominium shall be governed by the following provisions:

1. Determination by the Association. If all or part of the Property in the Condominium is damaged or destroyed by Casualty, the Association shall determine whether or not to repair, reconstruct or rebuild, such determination shall be made as follows:

a. Common and Limited Common Areas and Elements. If the damage is confined to the Common and Limited Common Areas and Elements, the damaged areas shall be repaired, reconstructed or rebuilt unless otherwise unanimously agreed upon by the Owners and mortgagees holding mortgages on Units having at least fifty-one (51%) percent of the percentage ownership and voting in the Association.

Subject to the requirement that applicable building codes be observed, any such repair, reconstruction or rebuilding must be substantially in accordance with the plans and specifications of the original Condominium, or as such was last constructed, repaired, reconstructed, altered, or rebuilt and in accordance with the historical architectural integrity of the Building's style and building materials.

b. Damage to Two Thirds or More of The Condominium. If two thirds (2/3) or more of the Building containing the Units and associated Common and Limited Common Areas is damaged or destroyed so that it is untenable, such damage shall not be repaired, reconstructed or rebuilt unless unanimously agreed upon by the Owners and by the Declarant.

2. Estimates of Costs As soon as practicable following damage to or destruction of any of the Property in the condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged Property in condition as good as that before the casualty.

3. Assessments. If the proceeds of insurance covering the Common and Limited Common Areas or any Unit are not sufficient to defray estimated costs of repair, reconstruction or rebuilding of the damaged portion of the Condominium insured, the Board shall assess the Owner, or Owners, as the case may be, of the particular property to cover such excess of costs, which Assessment shall be collected and enforced in the manner provided for other Assessments.

If, at any time during repair, reconstruction or rebuilding, or upon completion thereof the funds for payment of the costs thereof are insufficient, Assessments shall be made, as other Assessments are authorized to be made, in sufficient amount to provide funds to cover such excess of costs. Such Assessments shall be made as follows:

a. Common and Limited Common Areas. The Board shall assess such excess of costs applicable to Common and Limited Common Areas against the Owners in

percentages equal to their respective percentages of ownership in the Common and Limited Common Areas.

b. Units. The Board shall assess such excess of costs applicable to any Unit against the Owners of such Unit.

4. Construction Funds. The proceeds of insurance held by the Insurance Trustee and funds collected by the Board from Assessments against Owners shall constitute a construction fund for payment of costs of repair, reconstruction and rebuilding after a casualty, provided such repair, reconstruction and rebuilding is to take place, all to be held by the Insurance Trustee. If such is not to take place, insurance proceeds shall be held and distributed as provided in this Master Deed.

The construction funds held by the Insurance Trustee pursuant to this Section shall be retained in separate accounts, one for Common and Limited Common Areas, and one for Units, for repair, reconstruction and rebuilding of the damaged property.

a. Disbursement. The construction fund shall be disbursed in payment of costs of repair, reconstruction and rebuilding upon the order of the Board; provided, however, that, upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in any component account of the construction fund, disbursements from such account shall be made upon order of the Board and upon approval of an architect licensed to practice in South Carolina and employed by the Board to supervise the work.

b. Surplus. It shall be presumed that the first monies disbursed from the construction fund in payment of costs of repair, reconstruction and rebuilding shall be from insurance funds; and if there is a balance in the construction fund after payment of all costs for which the fund is established, such balance shall be repaid to the Owners as their interests may appear.

c. Certificate. Notwithstanding any provisions to the contrary contained herein, the Insurance Trustee shall not be required to determine whether or not a disbursement is to be made from the construction fund nor to determine the payee nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the architect employed by the Board stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, however, that, when a mortgagee is herein required to be named as a payee, the Board and the Insurance Trustee shall also name the mortgagee as payee of any disbursement from the construction fund.

Where a mortgagee is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, and the mortgagee so requires, the approval of the architect employed by the Board shall be first obtained as to any disbursements from the construction fund.

5. Failure to Repair If the Board does not determine, within ninety (90) days of the date

of any casualty damaging or destroying all or any part of the Property in the Condominium, to repair, reconstruct, or rebuild, then in that event:

- a. The Condominium shall be deemed to be owned in common by the Owners.
- b. An undivided interest in the property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common and Limited Common Areas.
- c. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Owner in the property owned in common.
- d. The property shall be subject to an action for partition at the option of any Owner, in which event the net proceeds of sale shall be paid to the Insurance Trustee. Such net proceeds of sale together with the net proceeds of the insurance on the property shall be considered as one fund and shall be divided among all the owners in shares equal to the fractional shares of undivided interest owned by each Owner in the property (taking into account an Owner's increased share by reason of a "betterments" increase or endorsement) to the extent sufficient for the purpose, an owner's share shall first be paid to satisfy any lien on the undivided interest in the property owned by such Owner.

Article XIII Structural Changes, Exterior Changes and Additions

Structural changes or additions may be made to the Common Areas and Elements in accordance with the following:

1. Required Vote. Any proposed structural changes or additions to the Common Areas and Elements shall first be reviewed and voted upon by the Board. The vote of at least two thirds of the Board shall be required to authorize structural changes or additions to the Common Areas and Elements. The Association shall then vote on the proposed structural change or addition. The vote of at least two thirds of the Association Members eligible to vote shall be required to authorize such changes or additions. If the Board and Association vote to authorize such change or addition, the cost thereof shall be a Special Assessment against all the Unit Owners in proportion to their respective percentage ownership in the Common Areas as set forth on Exhibit E.

No such structural change shall adversely affect the structural integrity of the Building Structure.

2. Excessive Additional Cost. If the cost of such change or addition is greater than two (2%) percent of the total value of the Property in the Condominium, any Owner who voted against the change or addition but who was required to pay a Special Assessment therefor may require the Association to purchase his Unit as fair market price. The term "fair market price" means the value determined by an independent appraisal of the whole condominium including Units and Common and Limited Common Areas, and without deduction for debts secured by Units, conducted by a licensed appraiser designated by the Greenville Board of Realtors, which appraisal shall be at the expense of the dissenting owner. The term "fair market price" shall be the fair market value of the Owner's Unit determined by the appraisal.

3. Structural Changes to Units. If an Owner desires to make a structural change in his Unit, he may do so only at his own expense, only if such proposed Unit structural change does not adversely change the structural components of Common or Limited Common Elements and Building Structure, and only after prior approval of at least two (2/3) of the members of the Board of Directors and the consent of all abutting Unit Owners, which consent of such Owners shall not be unreasonably withheld, and the consent of the Declarant if such proposed structural change will affect the Building Structure.

Article XIV

Taxes and Assessments of Governmental Authorities

Taxes and assessments levied by governmental authorities with respect to the Condominium's Common and Limited Common Areas that are separately assessed shall be part of the Condominium's budget for Assessments and paid by the Association as a Common Expense.

Taxes and assessments levied by governmental authorities with respect to each Owner's Unit and undivided interest in the Common and Limited Common Areas and Elements levied on and as part of each Owner's Unit shall be paid by each Owner individually.

Article XV

Amendments to Condominium Documents

The Condominium Documents may only be amended by the Association in accordance with the following:

1. Rights of Mortgagees. No amendment to the Condominium Documents shall be made that will affect the rights of mortgagees of Units under existing mortgages except with the written consent of One Hundred (100%) percent of mortgagees holding existing mortgages secured by Units.

2. Amendment Proposal: Meetings. Either a majority of the Board of Directors or a majority vote of the Association shall have the right to propose an amendment to the Master Deed or any other Condominium documents. If a majority vote of the Association proposes an

amendment, it shall be considered by the Board of Directors at its next regular or a special meeting of the Board called for such purpose. If a majority of the Board of Directors proposes an amendment, it shall be considered by the Association at the next regular or a special meeting of the Association called for such purpose.

3. Notice of Proposed Amendment. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Board or Association at which a proposed amendment is considered.

4. Adoption of Proposed Amendments: Recording Certificate of Amendment. Proposed amendments shall require a vote of three fourths (3/4) of the Board of Directors and three fourths (3/4) of the eligible votes of the Association. Amendments adopted by the Board of Directors and association, except as otherwise provided in Section 5 hereof, shall be effective upon voting.

Following adoption of a proposed amendment, the Board of Directors shall submit such approved amendment to the holders of mortgages on Units for Mortgagee approval. Upon receipt of written approval of such amendment by mortgage holders of mortgages representing One Hundred (100%) percent of the votes of Units subject to mortgages, the Board of Directors shall cause a certificate of amendment to the Condominium Documents to be prepared in the form of Exhibit E, attached and made a part of this Master Deed, executed by the Chairman of the Association, and recorded in the Office of the Register of Deeds for Greenville County.

5. Effective Date of Amendment. An amendment to the Condominium Documents shall be effective as of the date and time of recording of the certificate of amendment in the Office of the Register of Deeds for Greenville County.

6. Amendments Requiring Unanimous Consent for Adoption. The Association and Board of Directors may not amend the Condominium documents so as to change the ownership interests of the Members, the boundaries of any unit, the undivided interest in the Common and Limited Common Areas or the liability for Common Expenses, the same being the fundamental purposes to which any Unit or the Common and Limited Common Areas are restricted, or the weight of the votes of the Members unless such amendment shall have been approved by One Hundred (100%) percent of all Members of the Association.

Article XVI Termination

The Condominium shall be terminated, and the Property removed from the provisions of the Act, in the following manner:

1. Required Owner and Mortgagee Consent. The termination of the Condominium may be effected by the unanimous written consent of all the Owners, with the approval of the holders of mortgages on Units to which at least ninety (90%) percent of the votes of the Units appertain.

The termination shall be evidenced by a written instrument executed by the Chairman of the Board of Directors in the manner required for conveyances of land and shall become effective when recorded in the Office of the Register of Deeds for Greenville County.

2. Termination Following Destruction. If the Condominium is damaged or destroyed and will not be rebuilt and it is determined, in accordance with this Master Deed, that it will not be rebuilt, the Condominium shall terminate and the termination shall become effective upon recording, in the Office of the Register of Deeds for Greenville county, of a written instrument executed by the Chairman of the Board of Directors in the manner required by conveyances of land.

3. Rights of Owners and Mortgagees Following Termination. After termination of this Condominium, the rights and obligations of Owners and mortgagees of Units shall be determined in the manner provided under applicable law at such time.

**Article XVII
Covenants Running With the Land,
Easements and Encroachments;
Easements Reserved by Declarant**

All provisions of the Condominium Documents shall be construed to be covenants running with the land, and with every part thereof and interest therein, including but not limited to, every Unit and the appurtenances thereto. Every Owner and claimant of the land or any Unit or any part thereof or interest therein, and his heirs, personal representatives, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

An easement for ingress and egress to and from each Unit over and across the Common and Limited Common Areas is hereby granted to each Owner, such easement being a perpetual right appurtenant to Unit Ownership.

If any portion of the Common or Limited Common Areas or elements encroaches upon any Unit or any Unit encroaches upon Common or Limited Common Areas or Elements or another Unit as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Condominium and improvements thereto, a valid easement for the encroachment and for the maintenance, repair and replacement of the same shall exist so long as the encroachment exists.

Declarant expressly reserves unto itself and its successors in interest an easement for access, ingress and egress over and across the Common and Limited Common Areas and through the Units for purposes of the presence of repair, maintenance, replacement, construction and reconstruction of utility, heating and air conditioning, and other equipment, conduits, ducts, wall spaces, and fixtures serving the remaining portions of the Building and improvements not part of

the Condominium. Any repair, maintenance, replacement, construction and reconstruction shall be undertaken with minimal disruption of Unit Owners' use of the Units, in a timely and workmanlike manner, all at the sole expense of Declarant and its successors.

**Article XVIII
Condominium Deed**

The form of deed by which the Declarant will convey a Unit shall be substantially in the form marked Exhibit F, attached and made a part hereof.

**Article XIX
Unit Transfers**

Any transfer of a Unit shall include all appurtenances thereto whether or not specifically described, including but not limited to, the Owner's share in the Common and Limited Common Areas and Elements, Association membership and interest in funds and assets held by the association or by the Insurance Trustee.

**Article XX
Severability**

The invalidity of any covenant, restriction, term, condition, or other provision of the Condominium Documents shall affect the validity of the remaining portion thereof and shall be considered severable.

**Article XXI
Additional Provisions Relating to Mortgagees**

The following provisions, in addition to provisions set forth elsewhere in the Condominium Documents, shall apply to and be for the benefit of and enforceable by the holders of mortgages upon the Units that are part of the Condominium, as well as by the association and Unit Owners as their interest may appear or be affected hereby:

1. The holder of any mortgage on a Unit shall be entitled to receive written notification from the Association at least thirty (30) days prior to the effective date of any changes in the Condominium Documents or the regulations adopted pursuant thereto, and any change of the manager (not including change in employees of a corporation or other entity acting as manager) provided that the Association shall have been furnished written notice of the address to which to send such notice.

2. The holder of any mortgage on a Unit shall be entitled to written notification from the Association of any default by the Owner of the Unit secured by such mortgage in the performance of the obligations of such Owner under the Condominium Documents or regulations adopted

pursuant thereto which is not cured within sixty (60) days, provided that the Association shall have been furnished written notice of the address to which to send such notice.

3. Unless all holders of first mortgages of Units have given their prior written consent the Association, Board of Directors, or any Managers, shall not: (a) fail to employ a profession manager for the Condominium; except, however, Declarant may act as manager until control of the Association is turned over to the Owners as provided in this Master Deed; (b) change the pro rata interest or obligation of any Unit for purposes of levying Assessments and charges and determining shares of the Common areas or Limited Common Areas of the Condominium, except as may occur by operation of law; (c) by act or omission seek to abandon the condominium status of the Condominium, except as provided by statute in the case of failure to repair, reconstruct or rebuild the Units and Common and Limited Common Areas following damage or destruction to or part of the Property; nor (d) use hazard insurance proceeds for losses to any part of the Property, whether to Units or to Common Areas or Limited Common Areas, for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or the Common Areas of the Condominium.

4. If any mortgage on a Unit is owned by the Federal Home Loan Mortgage Corporation (FHLMC), the Association agrees to give the FHLMC notice in writing of any loss to, or taking of, the Common Areas or Limited Common Areas of the Condominium.

5. The prior written consent of each holder of a first mortgage lien on Units in the Condominium is required for the following, in addition to, and not in lieu of any other provision of this Master Deed:

(a) The abandonment or termination of the Condominium, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in case of a taking by condemnation or eminent domain;

(b) Any material amendment to the Condominium Documents, including, but not limited to, any amendment that would change the percentage interests of the Unit Owners in the condominium and its Common and Limited Common Areas;

(c) The implementation of any decision by the Association to terminate the Manager and assume self management of the Condominium, except as provided herein for management by Declarant.

6. Any lien that the Association may have on any Unit in the condominium for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any mortgage on the Unit recorded prior to the date any such Assessment become due.

7. Any holder of a first mortgage on a Unit, the insurer of such mortgage, the Unit

Owner shall, upon request, be entitled to: (a) inspect the books and records of the Condominium during normal business hours; (b) receive an annual audited financial statement of the Condominium within ninety (90) days following the end of the fiscal year of the Condominium Association; and (c) written notice of all meetings of the Association and first mortgagees, and respective insurers, shall be permitted to designate a representative to attend all such meetings.

8. If substantial damage to or destruction of any Unit or any part of the Common Areas of the Condominium occurs, the holder of any first mortgage on a Unit shall be entitled to timely written notice of any such damage or destruction and no provision of the Condominium Documents, or any other document or amendment thereto establishing the Condominium, will entitle the Owner of a Unit or other party to priority over such first mortgage holder with respect to the distribution to such Unit of any insurance proceeds.

9. If any Unit or portion thereof or the Common Areas or any portion thereof is made subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any of the Condominium Documents or any other document establishing the Condominium shall entitle the Owner of a Unit or other party to priority over such mortgage with respect to the distribution, or to such Unit of the proceeds of any award or settlement.

10. If any portion of the Common areas or Limited Common Areas encroaches upon a Unit or any Unit encroaches upon the Common Areas, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Condominium, a valid easement for the encroachment and for the maintenance of the same shall exist as long as the encroachment exists.

11. The legal estate of each Unit Owner shall be fee simple absolute.

12. The right of a Unit Owner to sell, transfer, or otherwise convey the Owner's Unit will not be subject to any right of first refusal or similar restriction in favor of the Association.

13. The failure of any Unit Owner to comply with the provisions of the Condominium Documentation shall give rise to cause of action in the Association and any aggrieved Unit owner for the recovery of damages, or for injunctive relief, or both.

14. Each holder of a first mortgage lien on a Unit that comes into possession of the Unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take title to the Unit free of any claims for unpaid assessment and charges against the Unit that accrue prior to the time such holder takes title to the Unit, except for claims for a prorated share of such Assessments or charges resulting from a pro rata reallocation of such Assessments or charges to all Units including the mortgaged Unit.

15. The Association, by and through its Board of Directors, shall give the FHLMC, in care of the servicer of any mortgage on any Unit in the Condominium owned by FHLMC at servicer's address, notice in writing of any damage to a Unit in the Condominium covered by a mortgage purchased in whole or in part of FHLMC, in excess of One Thousand and No/100ths (\$1,000.00) Dollars.

16. The Association shall make available to Unit Owners, holders, insurers or guarantors of any mortgage on a Unit, current copies of the Condominium Documents and any other rules or regulations concerning the Condominium, and the books, records and financial statements of the Association. The term "available" means available for inspection, during normal business hours or under other reasonable circumstances.

17. Upon written request to the Association, identifying the name and address of the mortgage holder, insurer, or guarantor and the Unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

(b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Article XXII Rights of Action

The Association and any aggrieved Unit Owner shall have a right of action against other Unit Owners, the Association, or Board of Directors for failure to comply with the provisions of this Master Deed and the Condominium Documents, or with decisions of the Association or Board of Directors which are made pursuant to authority granted the Association or Board in the Condominium Documents.

Article XXIII Condemnation

1. Partial Taking Without Direct Effect on Units. If part of the Property shall be taken or condemned by any authority having the power of eminent domain, such that no Unit nor any part thereof is taken, and no part of the Limited Common Area to which a Unit has use is taken,

then all compensation and damages for and on account of the taking of the Common Areas, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Board of Directors as Trustees for all Unit Owners and mortgagees of Unit Owners according to the loss of damages to their respective interests in such Common Areas.

The Association, through the Board of Directors, shall have the right to act on behalf of the Unit Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common areas, without limitation on the right of the Unit Owners, or any mortgagees of any one or more Unit, to represent their own interests. Such proceeds shall, subject to the prior rights of the mortgagees, be used in accordance with the provisions of the Master Deed.

Nothing herein shall prevent Unit Owners whose Units are specifically affected by the taking or condemnation proceedings from joining in such proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages relating to Common Area.

If the condemnation award does not allocation consequential damages of specific Unit Owners, but by its terms includes an award for reduction in value of Units without such allocation, the award shall be divided between affected Unit Owners, subject to the rights of mortgagees of such Units, and the Board of Directors, as trustees as aforesaid, as their interests may appear, by arbitration in accordance with the rules then obtaining of the American Arbitration Association.

2. Partial or Total Taking Directly Affecting Units. If part or all of the Property is taken or condemned by any authority having the power of eminent domain, such that any Unit or a part thereof (including a Limited Common Area) is taken, the Association shall act on behalf of the Unit Owners with respect to Common Areas as in section 1 above, without limitation on the right of any mortgagees of any one or more Units to represent their own interests, and the proceeds shall be payable as outline herein.

The Unit Owners directly affected by such taking and their respective mortgagees shall represent and negotiate for themselves with respect to the damages affecting their respective Units (including the taking of the Limited Common Area). The awards so made shall, subject to the prior rights of mortgagees, be used and distributed by the Trustee first to restore the Units and Common Areas and Limited Common Areas of the remaining Condominium in the same manner as provided for restoration under the Master Deed for casualty loss, thereby to the extent possible, attempting to rebuild buildings containing new United of the same number, size and basic plan as the Units taken, with an excess award distributed in accordance with the provisions of the Master Deed.

If the Board determines that such a taking so removes land and buildings containing Units that they cannot effectively be restore or replaced substantially in compliance with the Building plans, and unless seventy-five (75%) percent of the undivided interest in the Common

Area subject to mortgages vote to accept an alternative plan, then the Association shall submit the issue to arbitration in accordance with the rules then in effect of the American Arbitration Association for remedies with respect to the continued existence, reform or termination of the Condominium, with the division of the award as to the taken and remaining Units, and such other remedies as may be required, provided that no such award shall impair the validity or priority of or affect any rights or remedies of any mortgagee of Declarant.

Article XXIV Parking

Since there are no areas within the Property which are or can be designated as parking areas by Owners, Co-Owners or their guests, all parking shall be in the areas on public streets in the vicinity of the Property designated for such use. The Property is located in an area which has been subjected to special parking restrictions by the City of Greenville which require special permits in order to park during specified hours of the day or night and limit the number of such permits to not more than two (2) per Unit. It shall be the responsibility of each Owner or Co-Owner to secure such permits.

The Declarant may make land in the vicinity of the Property available for parking by Owners, but shall not be required to do so. In the event title to such property can be acquired, Declarant reserves the right to amend the Master Deed and submit the same in the same manner as the Property was herein submitted.

Article XXV Miscellaneous

1. Whenever used herein, each gender shall include the others, the singular shall include the plural and the plural shall include the singular, whenever the context so requires.
2. The captions used herein are for convenience and general reference only and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereon.

IN WITNESS WHEREOF, the Declarant has caused this Master Deed (Declaration) to be executed by its duly authorized general partners and its seal to be affixed the date and year first above written.

WITNESS:

J. Blumenthal
Laura L. Lerner

KML HOLDINGS, INC. (formerly Venture Capital, Inc.), a South Carolina corporation

By: *C. J. [Signature]*
Its: *Vice President*

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Personally appeared before me the undersigned witness, who first being duly sworn, deposes and says that (s)he saw the within named Declarant, KML HOLDINGS, INC., (formerly Venture Capital, Inc.), a South Carolina corporation, by its duly authorized general partners, sign, seal, and as the act and deed of said partnership deliver the within Master Deed (Declaration) with all attachments and exhibits and that (s)he with the other witness above named, witnessed the execution thereof.

Laura Lewis

Sworn to before me this 22nd
day of MARCH, 1999.

J. Beasley, Jr.
Notary Public for South Carolina
My commission expires: 11/22/02

EXHIBIT "A"
The Property

All that certain piece, parcel or lot of land, situate, lying and being on the northern side of East North Street and the eastern side of Lavinia Avenue, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 4, Rowley Place, as shown on plat prepared for Michael Donigan by Wooten Surveying Co., on June 6, 1994, recorded in the RMC Office for Greenville County, S.C. in Plat Book 28E, at Page 62, and having, according to said plat, the following metes and bounds:

Beginning at an iron pin on the northern side of East North Street, at the intersection of East North Street and Lavinia Avenue, and running thence with the eastern side of Lavinia Avenue, N 21-53-05 W 166.06 feet to an iron pin on a 10' alley; thence, with the line of said 10' alley, N 75-19-24 E 61.52 feet to an iron pin at the corner of Lot 3; thence with the line of Lot 3, S 21-48-00 E 167.30 feet to an iron pin on the northern side of East North Street; thence with the northern side of East North Street, S 76-30-00 W 61.44 feet to the point of beginning.

Less, however, all that certain piece, parcel or strip of land, containing 357 square feet, more or less, situate, lying and being on the northern side of East North Street, being shown and designated on plat prepared for Wanza Bates & Robert Bradshaw by Freeland-Clinkscates & Associates, Inc., on March 5, 1990, and having, according to said plat, the following metes and bounds:

Beginning at an iron pin on the northern side of East North Street, at the intersection of East North Street and Lavinia Avenue, and running thence with the eastern side of Lavinia Avenue, N 21-09 W 15.0 feet to an iron pin; thence turning and running S 61-55 E 15.1 feet to an iron pin; thence N 77-18 E 51.4 feet to an iron pin in the line of property designated as Tax Map 40-1-13; thence with the line of said property, S 21-06 E 5.0 feet to an iron pin on the northern side of East North Street; thence with the northern side of East North Street, S 77-18 W 61.4 feet to the point of beginning.

**Exhibit B to Master Deed
BY-LAWS
OF
THE LENNOX RESIDENTS' ASSOCIATION, INC.**

Article I

Name and Location

1. **Name.** The name of the corporation is The Lennox Residents' Association, Inc., hereinafter referred to as the "Association."
2. **Location.** The principal office of the corporation shall be located in Greenville, South Carolina. The registered office of the Association may be, but need not be, the same as the principal office.
3. **Application.** These By-Laws shall apply automatically to all Owners, tenants of such Owners, agents and employees of Owners and tenants, and any other persons who use the Condominium, or any part thereof.

Article II

Definitions

Unless otherwise provided in these By-Laws, all capitalized terms used herein shall have the same definitions as provided in the Master Deed. Other terms used herein shall have such meanings and definitions as provided herein or in the Master Deed. If a conflict in definitions exists between these By-Laws and the Master Deed, the Master Deed shall control.

1. "Articles" means the articles of incorporation of the Association filed or to be filed with the South Carolina Secretary of State, as amended.
2. "Board" or "Board of Directors" means the Owners who, selected pursuant to these By-Laws or the Articles are vested with the management of the affairs of the Association in accordance with the Master Deed, Articles of Association, these By-Laws, and applicable law.
3. "Common Area" or "Common Areas" shall mean and include the real property and those facilities thereon, defined as Common Areas in the Master Deed, together with easements and rights appurtenant and other appurtenances to the foregoing.
4. "Declarant" means KML Holdings, Inc. (formerly Venture Capital, Inc.), a South Carolina corporation, and its successors and assigns.
5. "Master Deed" means that certain Master Deed (Declaration) establishing The Lennox Residential Horizontal Property Regime, and amendments thereto, as the same may be from time

to time be recorded in the Office of the Register of Deeds for Greenville County, including but not limited to those to which these By-Laws are annexed as Exhibit B.

6. "Member" means an Owner, Co-Owner, the Declarant (to the extent provided in the Master Deed), and each of their respective heirs, representatives, successors and assigns. Any person becoming an Owner shall automatically become a Member of the Association and by subject to these By-Laws, and this membership shall terminate without any formal action of the Association whenever such person or entity ceases to be an Owner, Co-Owner or Declarant, but such termination shall not relieve any such former Owner from any obligations or liability incurred under or in any way connected with the Condominium during the period of such former Owner's ownership and membership, or impair any remedies which the Board or the Association or others may have against such former Owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligation incident thereto.

Article III

Association Members

1. **Members.** The Members of the Association shall be as defined above in Article II.
2. **Transfer of Membership.** The membership of each Member in the Association shall be a right and obligation appurtenant to the ownership of the Unit owned by such Member and shall automatically be transferred to and vested in a successor in fee simple title to said Member/Owner, whether the successor Member/Owner acquires title by deed or by operation of law. No specific or express documentation shall be required in connection with such transfers of membership in the Association. Except as provided herein, no Member may assign, transfer, hypothecate, or otherwise alienate all or any portion of a membership and the rights and obligations of such membership nor may any party assume any of said Member's obligations hereunder.
3. **Rights of Members.** Each Member shall have the right to (a) use and enjoy, in common with all other Members and subject to the Master Deed and rules and regulations adopted by the Board of Directors, the Common and Limited Common Areas of the Condominium; and (b) to vote as provided in these By-Laws.
4. **Annual Meeting of Members.** The annual meeting of the Members shall be held at the principal office of the Association, or such other location within Greenville County, South Carolina as designated by the Board of Directors, at a date and time to be set by the Board of Directors during the month of July of each year for the purpose of election of the Board of Directors and for the transaction of such other business as may be brought before the meeting. If the day set for the annual meeting is a legal holiday, such meeting shall be held on the next succeeding business day.

5. **Substitute Annual Meeting.** If the annual meeting is not held in the month designated by these By-Laws, a substitute annual meeting, may be called in accordance with the provisions of Article III, Section 6 as in the case of special meetings. A meeting so called shall be designated and treated for all purposes as the annual meeting.

6. **Special Meetings of Members.** Special meetings of the Members may be held at the principal office of the Association, or elsewhere within Greenville County, South Carolina, whenever called in writing as provided in Article III, Section 7, by the President, by any two members of the Board of Directors of the Association, or by Members representing twenty percent (20%) of the membership entitled to vote.

7. **Notice of Meeting.** Notices of meetings shall be in writing, shall state the date, time and place of meeting, and shall be mailed or delivered by the Secretary to each Member of record at the member's last known address. The notice of each meeting shall be mailed or delivered by the Secretary not less than twenty (20) days nor more than forty (40) days prior to the date set for such meeting and as to special meetings, the notice shall indicate the purpose or purposes of such special meeting.

8. **Quorum.** Unless otherwise specified in the Master Deed, at any meeting of the Members, twenty (20%) percent of the Members entitled to vote, present in person or represented by proxy, shall constitute a quorum of the membership for all purposes. If a quorum is not present, the meeting may be recessed by the presiding officer at the time such meeting who shall state the date, time, and place for the meeting to be rescheduled. Such verbal statement at the meeting being recessed shall be sufficient notice of the date, time and place of the rescheduled meeting.

The Members present at a duly organized meeting, at which a quorum is initially present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

9. **Organization.** The President, or, in his or her absence, the Vice President, shall preside over all meetings of Members and the Secretary of the Association shall act as Secretary at all meetings of the Members; provided, however, in the Secretary's absence, the President may appoint a Secretary for the meeting of the Members.

10. **Voting.** Each Unit shall entitle its Owner(s) to the right to cast a vote equal to such Owner's percentage share of the Common and Limited Common Areas as set forth in Exhibit D to the Master Deed. If more than one Owner owns a Unit, only one vote having such percentage weight may be cast by the Owners of such Unit as Members of the Association as decided by such multiple Owners among themselves and so stated at the meeting.

The vote of a majority of the Membership interest present at a duly called meeting of Members at which a quorum is present at the beginning of the meeting shall be the act of the Members on that matter, except as hereinafter provided.

The vote and signature on applicable documents of three-fourths of the Membership

eligible to vote, whether or not present at a meeting called for such purpose, and of a majority of the Board of Directors shall be required to amend the Association's Articles of Incorporation or By-Laws; provided that no such amendment shall adversely affect the rights of any mortgage holder of a Unit without the written consent of any such mortgage holder(s).

11. Voting By Proxy. The vote allocated to a Member may be cast pursuant to a dated written proxy signed by the Member. A member may not revoke a proxy except by appearing and voting at a meeting in person or by written notice delivered to the President prior to a meeting of the Association. A proxy terminates one year after its date, unless it specifies a shorter term.

12. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members shall constitute a waiver of notice by him of the time and place thereof, except when a Member attends a meeting for the express, limited purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members, no notice shall be required to have been given and any business may be transacted at such meeting.

13. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book.

14. Member Liability; Obligation for Assessments. A Member is not personally liable for the acts, debts, liabilities or obligations of the Association. A Member is, however, personally liable for the obligations of such Member set forth herein and in the Master Deed.

If a Member fails to pay the annual or any special assessments set by the Board as provided herein within the specified time period of such payment, a late fee of not less than 1.5% per month shall be added to the amount due until paid. Unpaid amounts shall constitute a personal obligation by the Owner and shall also be a lien upon the Owner's Unit as provided in the Master Deed and these By-Laws and enforceable as provided in the Master Deed and these By-Laws.

Article IV

Board of Directors

1. Number and Term of Office. The business and affairs of the Association shall be managed by a Board of Directors of not fewer than three (3) nor more than five (5) persons, who shall be Members of the Association. The initial Board of Directors shall consist of three (3) Directors who shall serve the following initial terms, unless he or she dies, resigns, retires, is removed, or disqualified, or until his or her successor is elected and qualified:

One Director --- One-year term

One Director --- Two-year term
One Director --- Three-year term

Each Director shall serve until the annual meeting in the year in which his term expires. Each Director's successor shall be elected for a two-year term.

The initial Board of Directors shall be as follows, as provided in the Articles.

2. **Compensation.** No Director shall receive compensation for any service he or she may render to the Association. However, with the prior approval of the Board, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

3. **Nomination.** After each of the initial Directors selected above shall have served their terms as provided in these By-Laws, nominations for election to the Board for successor Directors thereafter shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. Nominations at the first meeting will be from the floor.

The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and no fewer than two (2) nor more than four (4) Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not more than the number of vacancies that are to be filled.

4. **Election.** Except as provided in Sections 1 and 5 of this Article IV, Directors shall be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Master Deed. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be allowed.

5. **Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation or removal of a Director, the remaining Directors shall have the right to select his or her successor who shall serve for the unexpired term of his or her predecessor. The Members may elect a Director at any time to fill any vacancy not filled by the remaining Directors by special meeting duly called as provided in these By-Laws.

6. **Action with Meeting.** The Board shall have the right to take any action in the absence of a meeting which they could take at a duly held meeting by obtaining the written consent of all of the Directors to the action. Any action so approved shall be filed in the corporate books and records and shall have the same effect as though taken at a meeting of the Board.

Meetings of the Board may be conducted by telephone conference call duly recorded in the minutes of the Association as to the business transacted.

7. **Meetings.** Meetings of the Board shall be held quarterly without notice, at such place and hour, as may be fixed from time to time by resolution of the Board. Special meetings of the Board may be called by any two directors after not less than ten (10) days' notice to each Director.

8. **Quorum.** A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting shall be regarded as the act of the Board.

9. **Chairman.** A Chairman of the Board shall be elected by the Directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President of the Association shall serve as Chairman. In the event there is a vacancy in the office of Presidency, the Vice-President shall serve as Chairman until a new President is elected.

10. **Liability and Indemnification of Declarant and the Board.** The Declarant, acting in the capacity of manager of the Condominium prior to incorporation of the Association, and members of the Board of Directors of the Association shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or as otherwise provided under South Carolina law or in the South Carolina Non-Profit Act, as amended (the "Act").

The Association shall indemnify and hold harmless the Declarant, and each of the members of the Board of the Association against all contractual liability to others arising out of contracts made by the Declarant or Board on behalf of the Condominium or Association unless any such contracts shall have been made contrary to the provisions of the Master Deed, Articles, these By-Laws, South Carolina law, or, specifically, the Act. It is intended that the Declarant and members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Condominium or Association.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, by-law, agreement, vote of Members of disinterested Directors, or otherwise, both as to action in his or her stated capacity and as to action in another capacity while serving as Declarant or holding office with Declarant or the Association, and shall continue as to a person who has ceased to be Declarant, or a Director, or officer, employee or agent of Declarant or the Association and shall inure to the benefit of the heirs, personal representatives, guardians, and conservators of such person.

The Association may purchase and maintain insurance on behalf of Declarant or any person who is or was a Director, officer, employee or agent of Declarant or the Association, or is or was serving at the request of the association or Declarant as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability.

The Association's indemnity of the Declarant or any person who is a Director, officer, employee or agent of Declarant or another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (a) under

any policy of insurance purchased and maintained on his or her behalf by the Association, or (b) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article, or elsewhere in these By-Laws, shall operate to indemnify the Declarant or any Director, officer, employee or agent of Declarant or the Association if such indemnification is for any reason contrary to any applicable state or federal law

11. Power and Authority of the Board of Directors. Subject to the provisions contained in the Master, the Articles, herein, and applicable law, the Board shall have the power and authority to exercise all of the rights and powers of the Association, including, but not limited to, the following powers:

(a) To exercise all powers and authority granted to the Board in the Master Deed, Articles, or Act;

(b) To adopt rules and regulations governing the use of the Common and Limited Common Areas and facilities, the personal conduct of the Members and their guests thereon, and establish penalties for the infraction thereof;

(c) To suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association upon notice to the Member of such default, and to suspend such rights, upon notice, for infraction of published rules and regulations for a period not be exceed sixty (60) days;

(d) To declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board;

(e) To employ and dismiss a manager, independent contractors, agents, or employees as it deems necessary and property, and prescribe their duties and services, fix their compensation and require of them such security or fidelity bonds as the Board may deem appropriate;

(f) To procure, maintain, and pay premiums on, insurance policy(ies);

(g) To impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Areas or elements other then for service provided to Members;

(h) To employ attorneys and accountants to represent the Association when deemed necessary;

(i) To grant easements for the installation and maintenance of sewerage, utilities or drainage facilities upon, over, under and across the Common and Limited Common Areas, and upon, over, under and across the Condominium as permitted in the Master Deed, without the assent of the Members when such easements are granted by vote of the Board of Directors.

(j) To appoint and remove, at the pleasure of the Board, all officers of the Association, prescribe their duties and require of them such security or fidelity bond as the Board may deem appropriate;

(k) To enforce, on behalf of the Owners and Association, such rights as may be granted under any restrictive covenants, easements, and the like, for the use of the remainder of the Original Property and Building Structure not submitted to The Lennox Residential Horizontal Property Regime, as the same may be established.

(l) To exercise all other powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, the Master Deed, as any of the same may be amended, or applicable law;

(m) To exercise any other powers necessary and proper for the governance and operation of the Association; and

(n) To have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of South Carolina by law may now or hereafter have or exercise.

12. Duties of the Board of Directors. The Board of Directors shall have the following duties:

(a) To carry out the duties of the Board set forth in the Master Deed, Articles, and these By-Laws;

(b) To cause the Common and Limited Common Areas to be maintained, repaired, and replaced, as determined by the Board of Directors at its sole discretion;

(c) To cause debris to be removed from any Unit after damage or destruction where the Owner thereof fails to begin repair or reconstruction within thirty (30) days of such damage or destruction and to obtain payment for such removal as provided in the Master Deed;

(d) To keep records of its meetings and corporate affairs and present a report thereof to the Members at the annual meeting;

(e) To supervise all officers, agents, and employees of the Association;

(f) As more fully provided in the Master Deed, to fix the amount of the annual assessment against each Unit at least thirty (30) days before June 1 of each year based on the projected budget for the annual assessment period;

(g) To send written notice of each assessment to every Member at least thirty (30) days in advance of the due date of each annual assessment;

(h) To assess late payment fees for past due assessments as provided in these By-Laws and to foreclose any unpaid assessments and liens resulting therefrom against any Unit for which assessments are not paid within thirty (30) days after due date and/or to bring an action against the Member personally obligated to pay the same, as the Board may elect;

(i) To issue, or have issued, for a reasonable charge, a certificate setting forth whether or not any assessment has been paid to or for the benefit of Members, the Board, or third parties requesting the same; provided, however, that if a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(j) To procure and maintain hazard insurance on the Common Areas and other property owned by the Association, and liability insurance insuring the Association and officers and Directors thereof as the Board deems appropriate;

(k) To cause all officer or employees, including officers and employees of professional management, having fiscal responsibilities to be bonded, as the Board may deem appropriate; and

(l) To collect assessments and enforce the payment thereof in accordance with the Master Deed and these By-Laws.

Article V

Officers

1. **Officers.** The officers of the Association shall be a President, Vice-President, Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create. The President and Vice-President shall at all times be members of the Board of Directors.

2. **Election of Officers.** The election of the initial set of officers shall be made by the initial Board of Directors at a special meeting called for such purpose within one month after the incorporation of the Association. Thereafter, the election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

3. **Term.** Each officer of the Association shall be elected annually by the Board and each officer shall hold office for one (1) year or until his or her death, resignation, retirement, removal, disqualification, or his or her successor is elected and qualifies.

4. **Special Appointments.** The Board may elect such other officers as the affairs of the association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

7. **Multiple Officer.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except that, in the case of special offices created pursuant to Section 4 of this Article V, the same person may hold more than one of such offices.

8. **Compensation.** No officer shall receive any compensation from the Association for acting as such.

9. **Power and Duties of the Officers.**

(a) The President shall be the principal executive officer of the Association and, subject to the control of the Board, shall supervise and control the management of the Association. The

President shall preside at all meetings of the Board and the Association Members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and contracts and shall co-sign all checks, promissory notes and mortgages on behalf of the Association.

(b) The Vice President shall act in the place of the President in the event of his or her absence, or his or her inability or refusal to act, and shall exercise and discharge such other duties as may be required by him or her by the Board.

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the Board; shall sign all checks, promissory notes, and mortgages (such checks, promissory notes, and mortgages to be co-signed by the President) of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, and deliver a copy to each Member.

Article VI

Books and Records

The books and records of the Association (the "Records") shall be maintained at the principal office of the Association or at such other place within Greenville County, South Carolina, as designated by the Board and such location shall be disclosed to the Members by notice or at the annual or a special meeting. The Records shall, during reasonable business hours, be subject to inspection by any Member at the location at which they are maintained. Copies may be purchased at a reasonable cost to be set from time to time by the Board of Directors.

Article VII

Forms of Proxy and Waiver

1. **Forms of Proxy.** The following form of proxy shall be deemed sufficient, but any other form may be used which is sufficient at law:

The Lennox Residents' Association, Inc.

Know all men by these presents that the undersigned member of The Lennox Residents' Association, Inc. (the "Association") hereby constitutes and appoints _____ the attorney-in-fact and proxy of the undersigned to annual and special meetings of the Members of the Association, at which the undersigned is not present, until the Secretary of the Association receives from the undersigned a letter or other written notice revoking this proxy and for and on behalf of the undersigned to vote as the undersigned would be entitled to vote if personally present, hereby ratifying and conforming all that said attorney-in-fact and proxy shall do in the premises, and giving and granting unto said attorney-in-fact and proxy full power of substitution and revocation for a period of one year from the date hereof.

Dated: _____

Member

Witness:

2. **Form of Waiver of Notice.** The following form of waiver of notice shall be deemed sufficient, but any other form may be used which is sufficient at law:

The Lennox Residents' Association, Inc.

We the undersigned (Board or Association Members) of The Lennox Residents' Association, Inc. do hereby severally waive notice of the time, place, and purpose of (the annual or a special) meeting of the (Board of Association Members) of the said Association, and consent that the same be held at _____ on the _____ day of _____, 199__, at _____ o'clock ____ M., and do further consent to the transaction of any and all business of any nature that may come before the meeting.

Dated: _____

Article VIII

General Provisions

1. **Amendments.** Except as otherwise provided herein or in the Master, Articles, or Act, these By-Laws may only be amended or repealed and new by-laws adopted by the affirmative vote of a majority of the Board then holding office at any regular or special meeting of the Board and by a three-fourths vote of the Members of the Association eligible to vote, whether or not present at a meeting called for such purpose.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of conflict between the Master Deed and these By-Laws, the Master Deed shall control.

2. **Association Seal.** A seal with the words "The Lennox Residents' Association, Inc." on it shall be the common corporate seal of the Association and shall be in the custody of the Secretary.

3. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The Lennox Residents' Association, Inc.

By: _____

_____, President

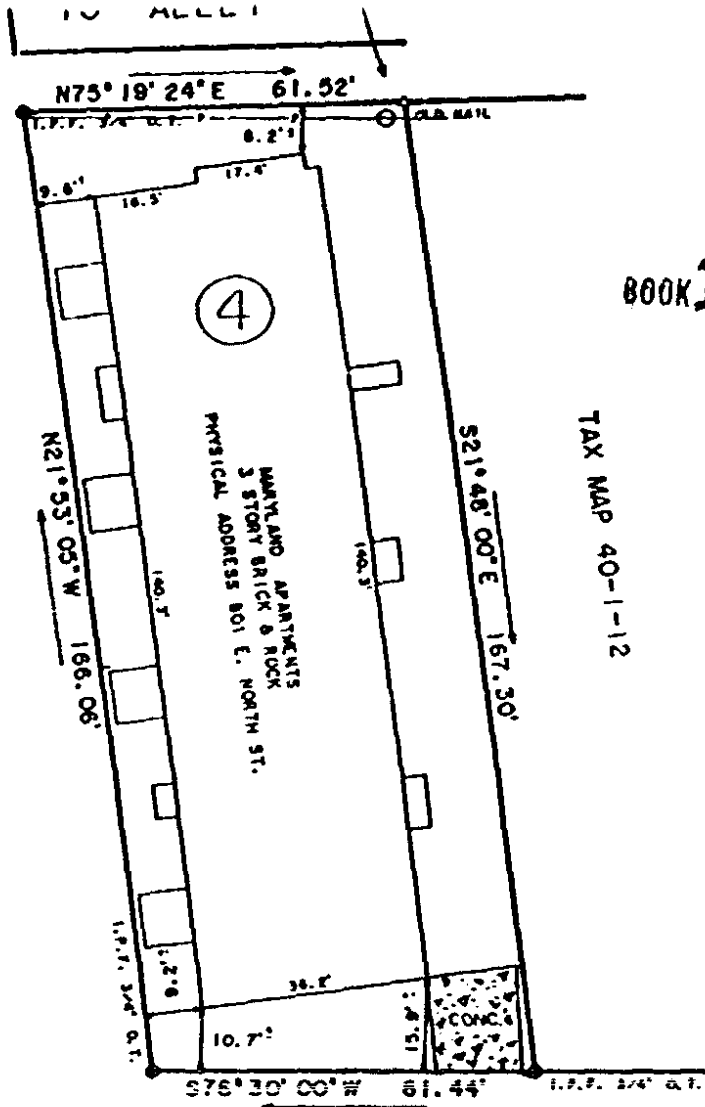
Incorporator

Adopted by the Board of Directors on _____, 1999.

Chairman

EXHIBIT "C"

LAVINIA AVENUE



BOOK 1826 PAGE 424

TAX MAP 40-1-12

3

- *** LEGEND ***
- IRON PIN OLD
 - IRON PIN NEW
 - + POINT ONLY
 - NAIL/CAP OLD
 - NAIL/CAP NEW
 - ▲ AS NOTED
- SANITARY SEWER ---
- POWER LINES ---
- DRAINAGE ---
- FENCE ---

EAST NORTH STREET

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN OR NOTED.

THIS PROPERTY DOES NOT LIE IN A FLOOD HAZARD ZONE.

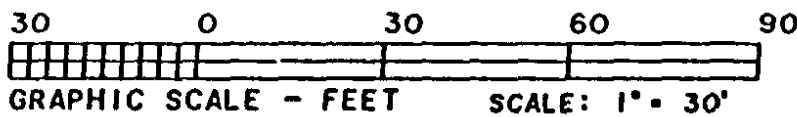
THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, ZONING ORDINANCES AND RIGHTS OF WAYS, OF RECORD OR NOT OF RECORD.

Jul 5 1994

46685

28-E-62

RECORDABLE PLAT



Richard D. Wooten, Jr.
RICHARD D. WOOTEN, JR.
S.C.R.L.S. No. 4678

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY

ROWLEY PLACE
LOT 4

CLOSING SURVEY FOR

MICHAEL DONIGAN

WOOTEN SURVEYING CO.
1008 BUNCOMBE ST.
GREENVILLE, S.C. 29609
PHONE (803) 232-2062
FAX (803) 242-2802

SCALE: 1" = 30'
PLAT BK: C, PAGE 005
DEED BK:
TAX M: 40-1-12
PARTY CHIEF: C.J.
DRAWN: R.W.
DATE: JUNE 06, 1994
DWG. NO. 115908
JOB NO. 94414

FILED FOR RECORD IN GREENVILLE
COUNTY SC RMC OFFICE AT 04:23 PM
07/05/94 RECORDED IN PLAT
BOOK 26-E PAGE 0062
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EXHIBIT "C"

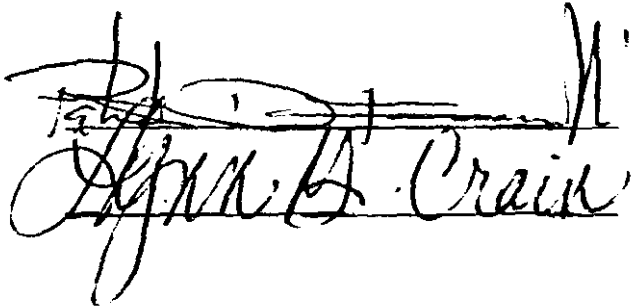
BOOK 1826 PAGE 425

ARCHITECTS CERTIFICATE

The undersigned, James D. Miller, an architect licensed to practice in the State of South Carolina, of Miller/Player & Associates, Architects and Planners, Ltd., hereby certifies that the plat and floor plans for The Lennox Horizontal Property Regime described in Exhibit C to the Master Deed graphically illustrates, within reasonable tolerances, the dimension, area and location of each Unit contained within the Building and the dimensions, areas and location of Common Areas affording access to each Unit.

Dated this 22 day of March, 1999.

IN THE PRESENCE OF:


John B. Crain

MILLER/PLAYER & ASSOCIATES,
ARCHITECTS AND PLANNERS, LTD.

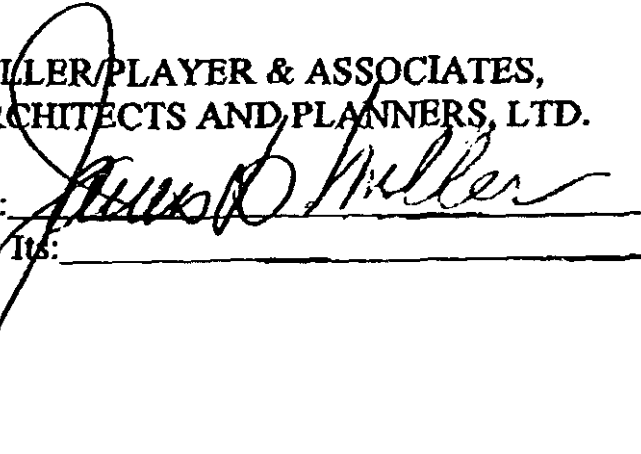
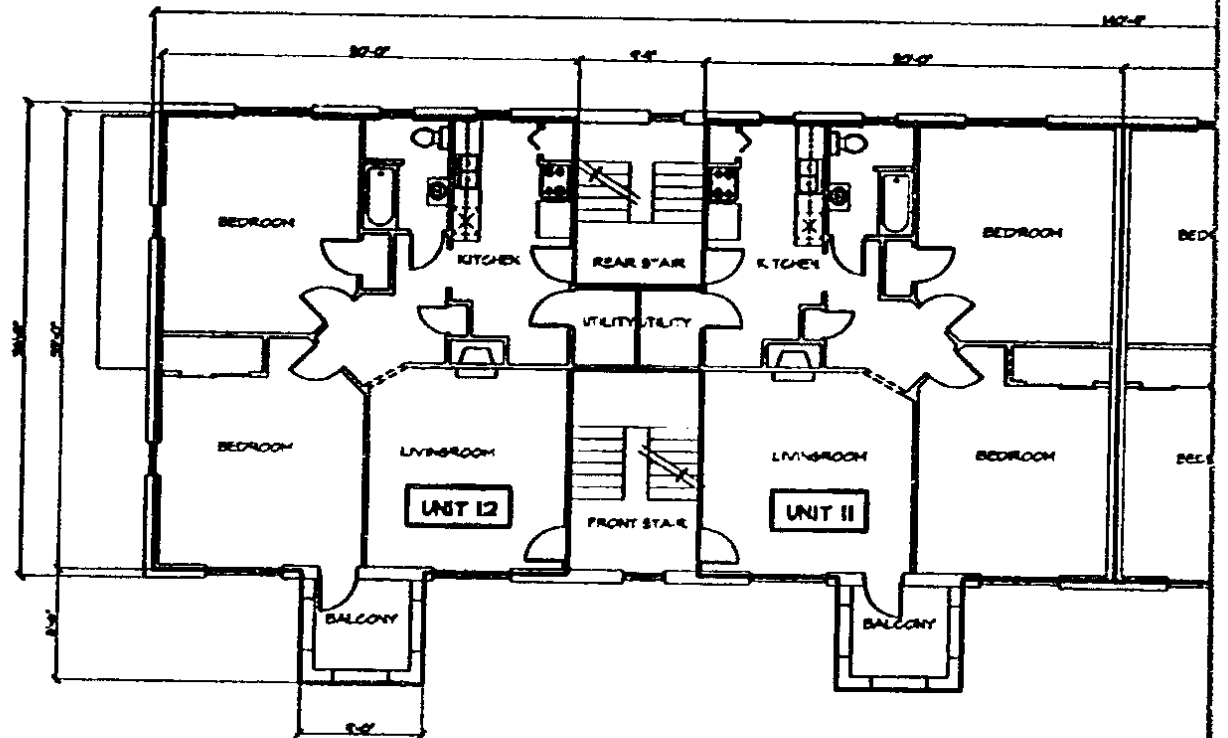
By: 
Its: _____

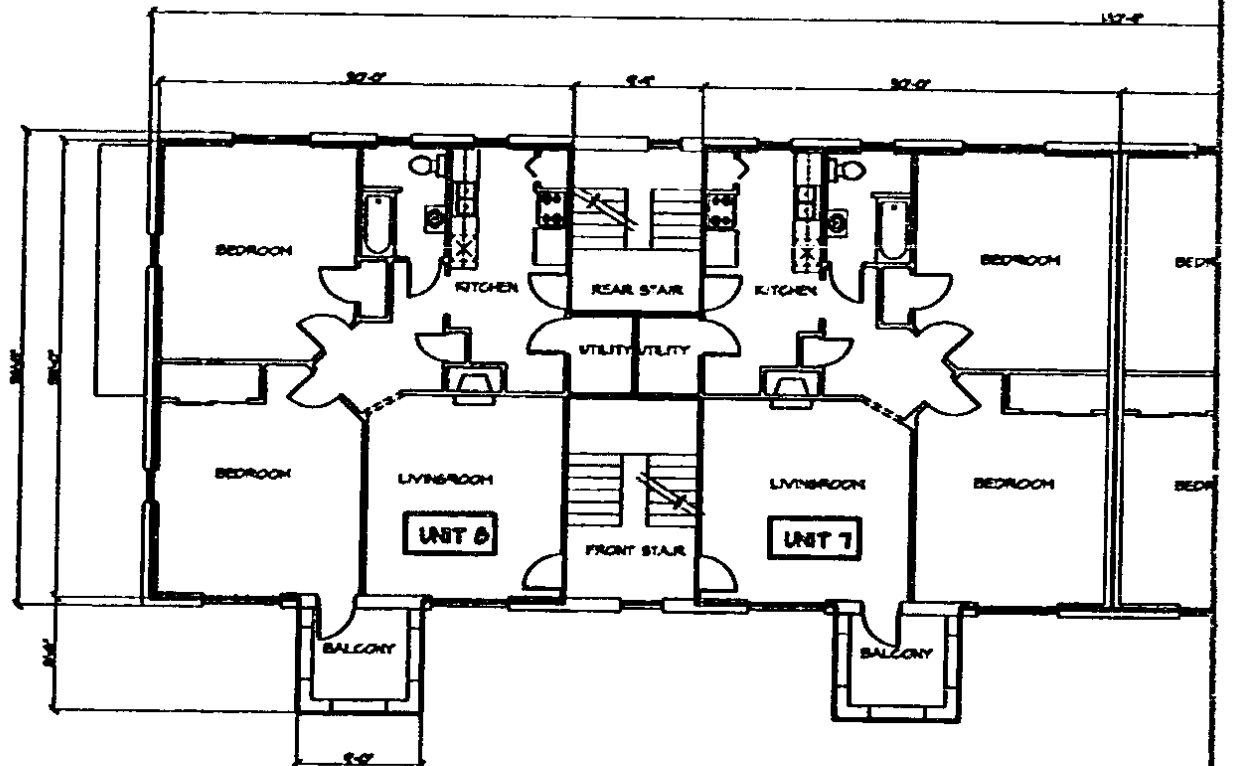
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BOOK 1826 PAGE 426

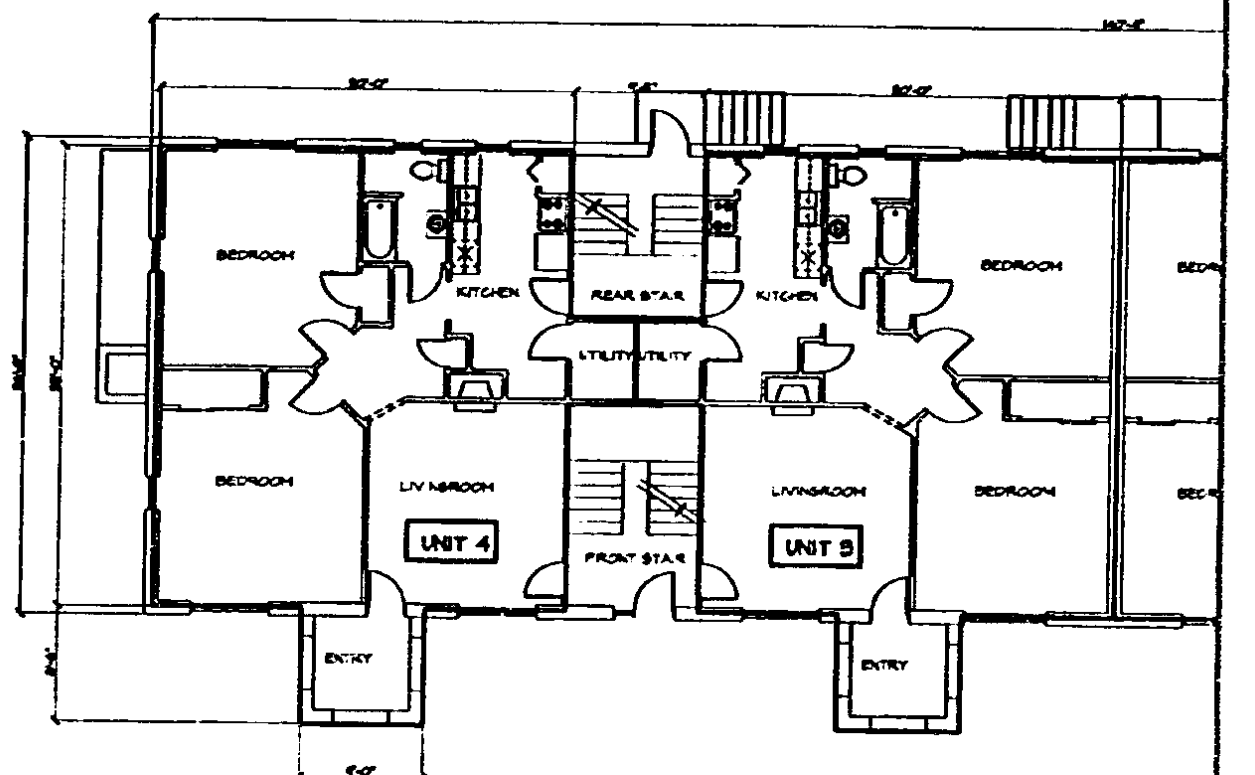
THIRD FLOOR



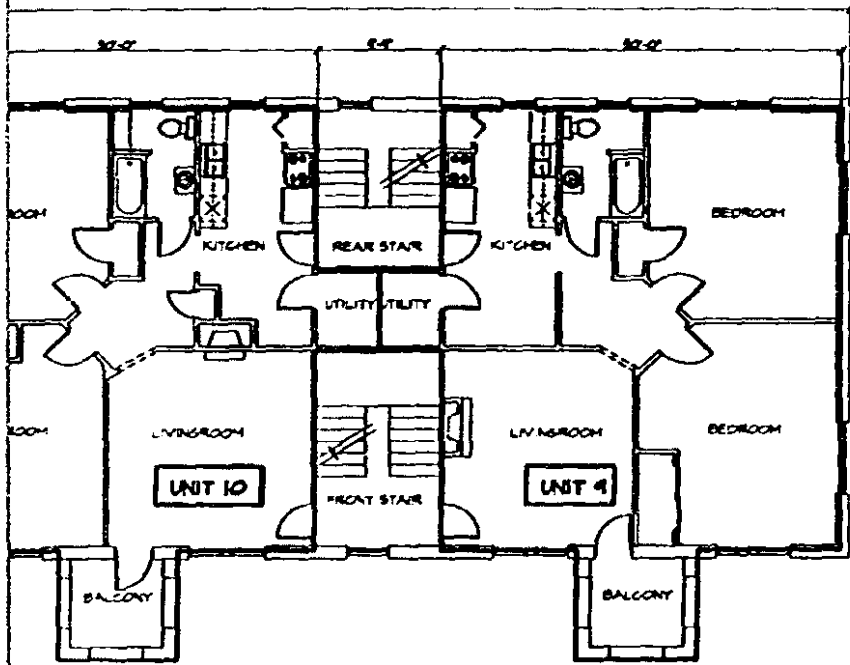
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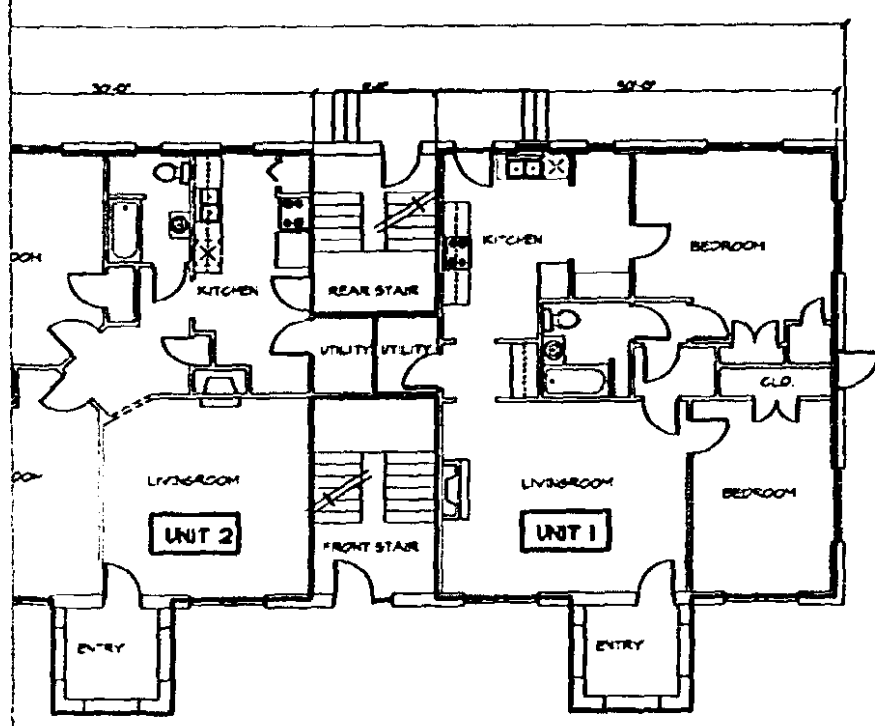
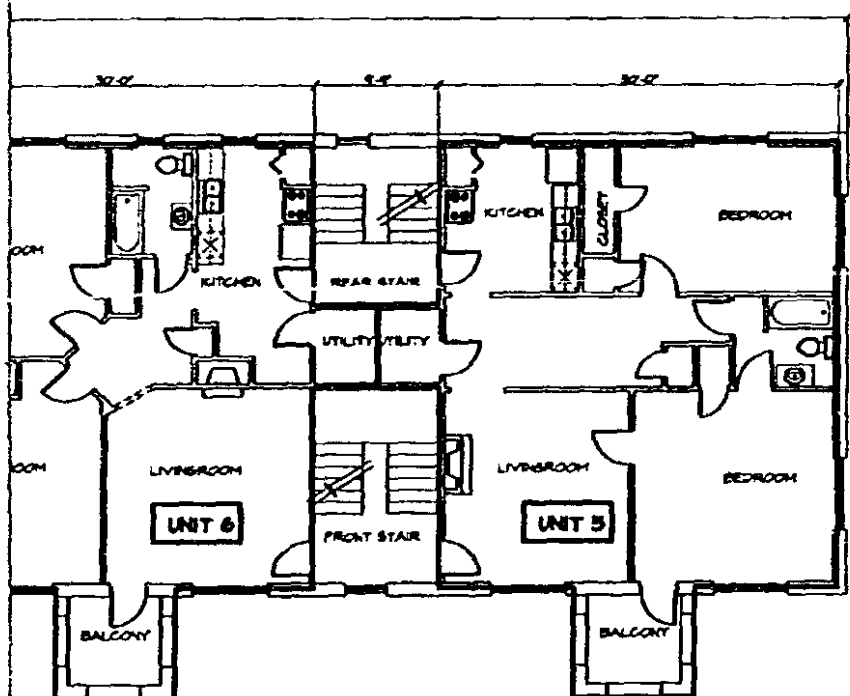
FIRST FLOOR



NOT TO BE USED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN AND IS NOT TO BE USED ON ANY OTHER PROJECT. IT IS TO BE RETURNED WITH REASON



BOOK 1826 PAGE 427



12 UNIT APARTMENT BUILDING
 UNIT SQ FT EA. 1,162
 BUILDING SQ FT 16,005

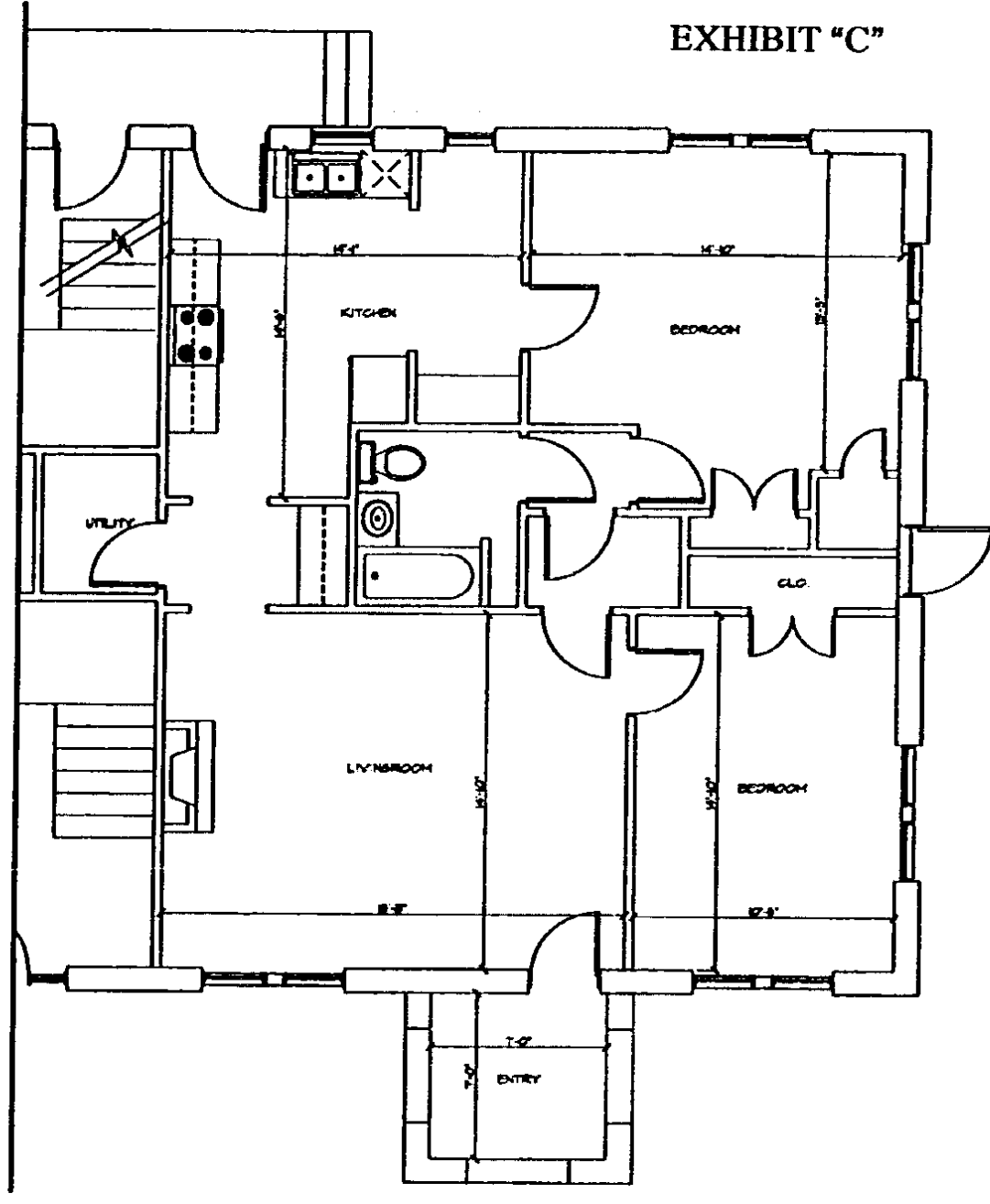
10 EAST NORTH STREET - SUITE A - GREENVILLE, S.C. 29601 (864)242-0177

LENNOX HORIZONTAL PROPERTY REGIME
 GREENVILLE SOUTH CAROLINA

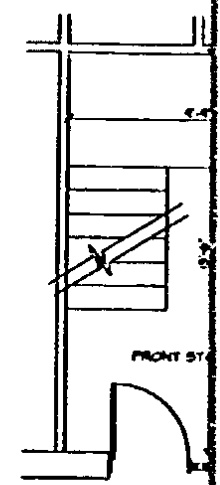
BUILDING PLANS

A-1

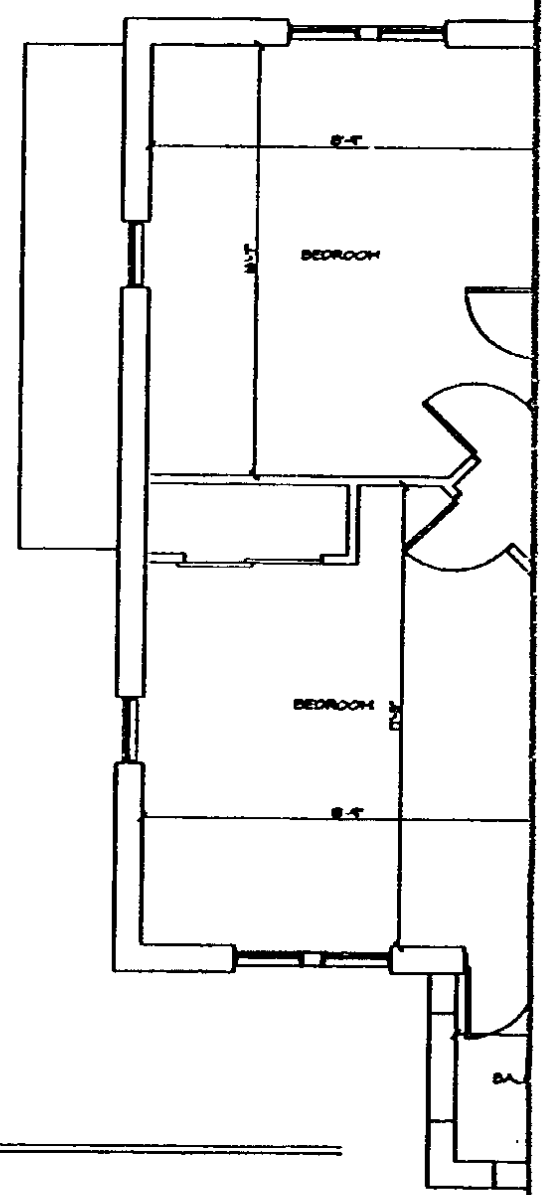
EXHIBIT "C"



UNIT 1



TYPICAL FRONT
OTHER FRONT STAIR WELLS SIMILAR



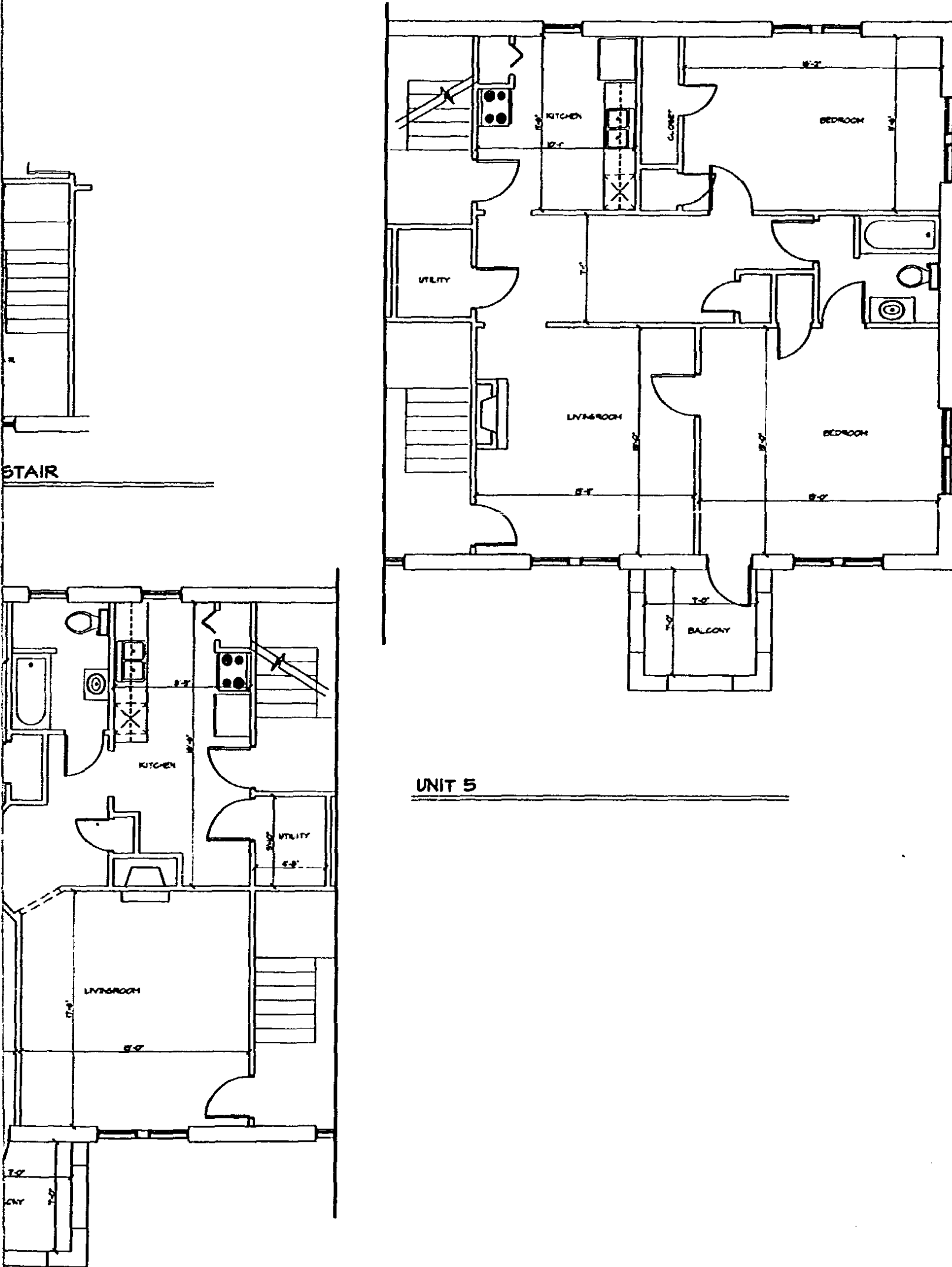
UNIT 12

ALL OTHER UNITS SIMILAR

2:1\ENOX\EN-UNITS.dwg 10/11/99 11:30:45 10/99

ONLY TO BE USED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN AND IS NOT TO BE USED ON ANY OTHER PROJECT. IT IS TO BE RETURNED UPON REQUEST.

BOOK 1826 PAGE 429



UNIT 5

LENOX HORIZONTAL PROPERTY RESUME

GREENVILLE, SOUTH CAROLINA

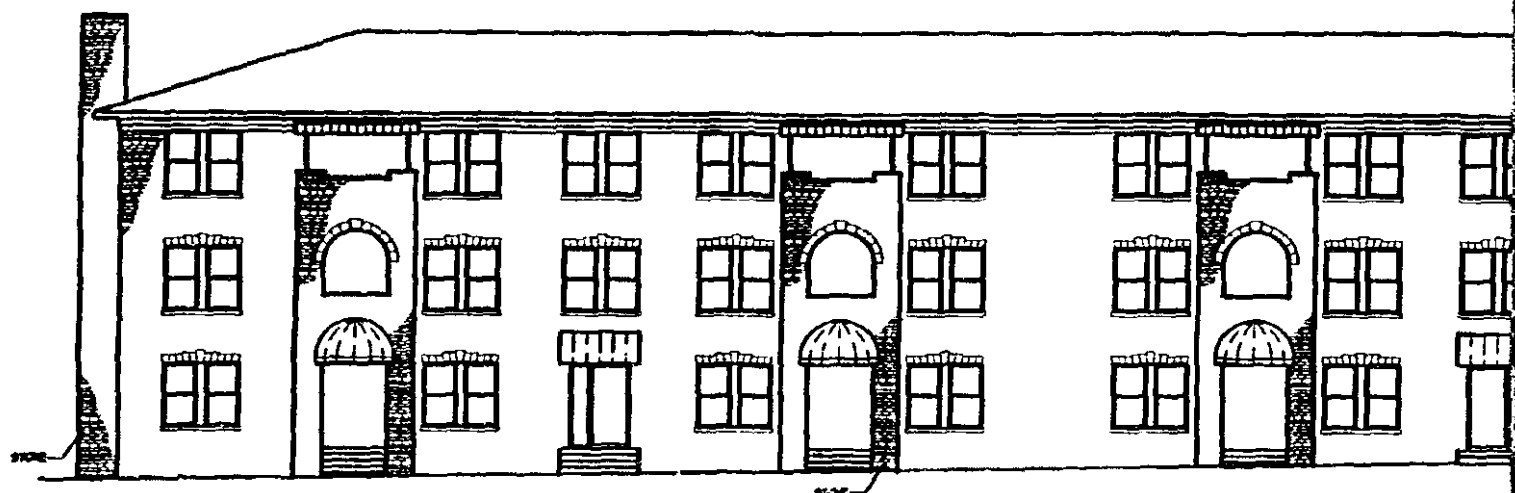
UNIT PLAN

A-3

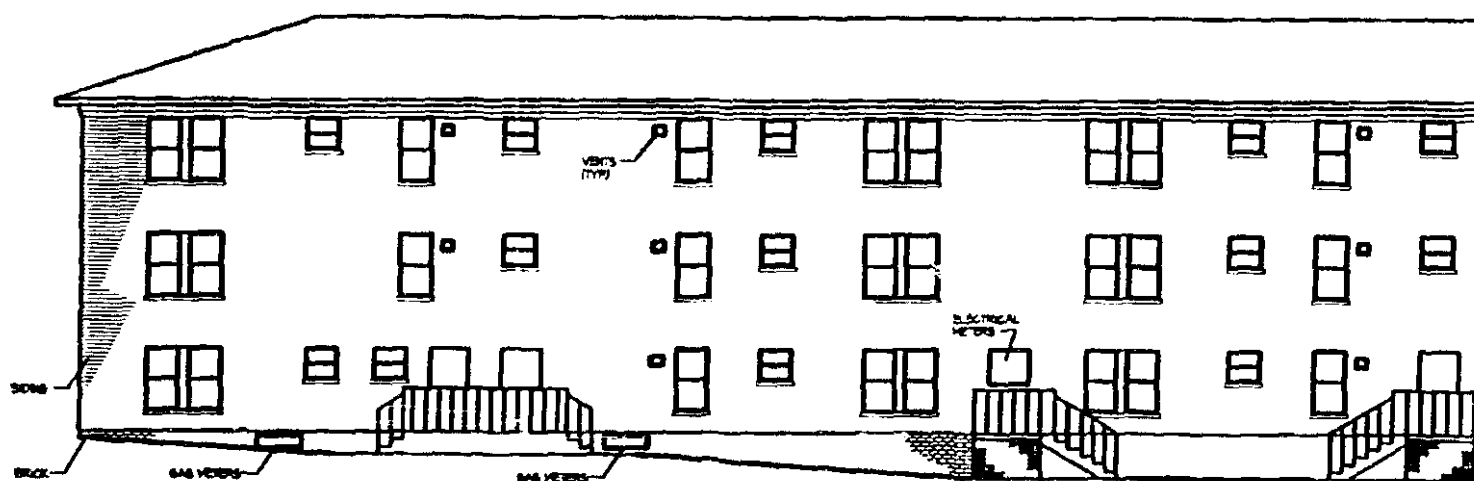
110 EAST NORTH STREET - SUITE A - GREENVILLE, S.C. 29601 (864)242-0177

BOOK 1826 PAGE 430

EXHIBIT "C"

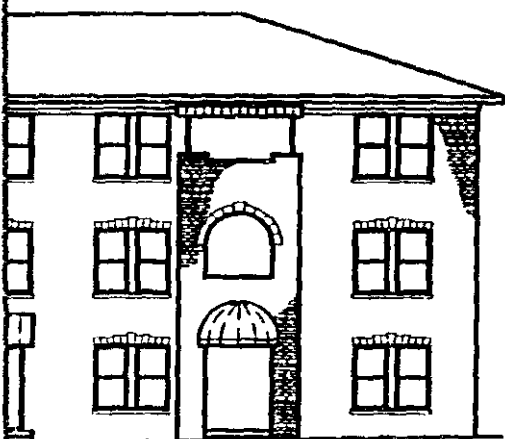


FRONT

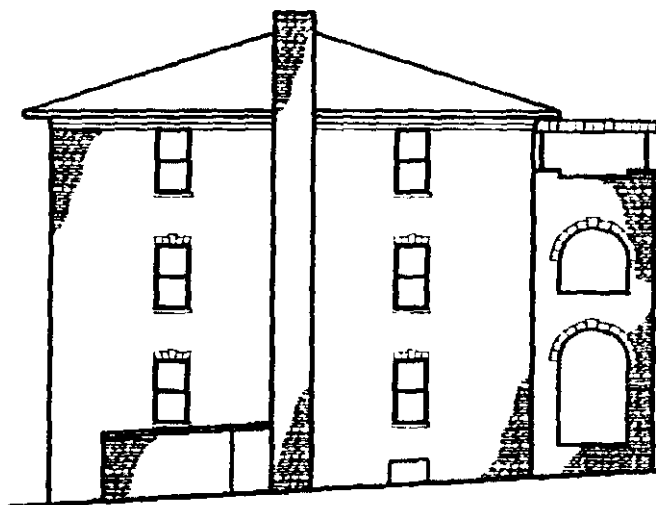
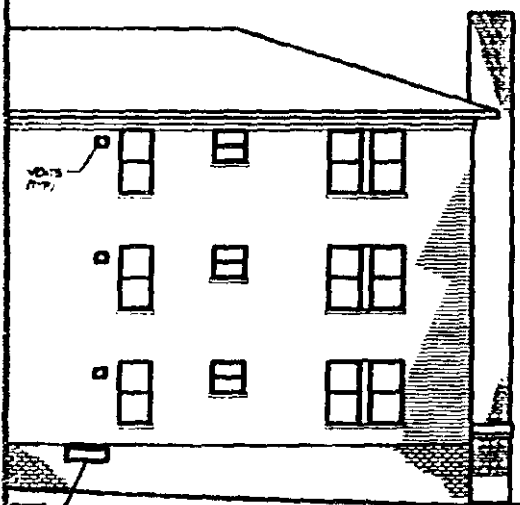


REAR

2. LEMMON/LEWIS-01.1.000 Mon Mar 22 11:40:03 1999



RIGHT SIDE



LEFT SIDE

LENNOX HORIZONTAL PROPERTY RESUME
GREENVILLE SOUTH CAROLINA

ELEVATIONS

A-2

EXHIBIT "D"
Percentage Interests in the Common Areas
and Unit Numbers Assigned to each Unit

<u>Unit Number</u>	<u>Basic Value</u>	<u>Percentage of Interest</u>
1	\$101,750.00	8.333%
2	\$101,750.00	8.333%
3	\$101,750.00	8.333%
4	\$101,750.00	8.333%
5	\$101,750.00	8.333%
6	\$101,750.00	8.333%
7	\$101,750.00	8.333%
8	\$101,750.00	8.333%
9	\$101,750.00	8.333%
10	\$101,750.00	8.333%
11	\$101,750.00	8.333%
12	\$101,750.00	8.333%

EXHIBIT "E"

Form of Certificate of Amendment to Master Deed

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF GREENVILLE) AMENDMENT TO MASTER
 DEED (DECLARATION) ESTABLISHING
 THE LENNOX HORIZONTAL
 PROPERTY REGIME

Whereas, by Master Deed (Declaration) dated March _____, 1999, recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Deed Book _____ at Pages _____ through _____, inclusive, KML Holdings, Inc. (formerly Venture Capital, Inc.), a South Carolina corporation, created and established a Horizontal Property Regime to be known as The Lennox Residential Property Regime; and

Whereas, Article XV of the Master Deed provides for Amendments to the Condominium Documents, as that term is defined in the Master Deed; and

Whereas, it is desirable to amend the same as hereinafter provided for the following reasons:

Now, therefore, know all men by these presents that _____

[Complete Amendment in accordance with the Master Deed and in conformity with the formalities required to be recordable in the Office of the Register of Deeds for Greenville County in effect at the time of recordation.]

GENERAL WARRANTY DEED TO REAL ESTATE

All that certain piece, parcel or unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. ____ of The Lennox Residential Horizontal Property Regime as is more fully described in Master Deed (Declaration) Establishing The Lennox Residential Horizontal Property Regime dated March ____, 1999 recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book ____ at Pages ____ through ____, inclusive, and surveys and plat plans recorded in the Office of the Register of Deeds for Greenville County in Plat Book ____ at Pages ____.

This conveyance is made subject to all restrictions and easements as set forth in the Master Deed (Declaration), Exhibits thereto, and recorded plats or as may exist on the premises.

This property is further conveyed subject to all easements, covenants, restrictions, rights-of-way, zoning ordinances and the like, which are a matter of recorded and/or actually existing on the ground, as the same may affect the property.

Grantee's Address: _____

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

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed by its duly authorized officer this _____ day of _____, _____.

Signed, Sealed and Delivered

KML Holdings, Inc. (formerly Venture Capital, Inc.), a South Carolina corporation

Witness

By: _____
Its: _____

Witness

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named KML Holdings, Inc. (formerly Venture Capital, Inc.), a South Carolina corporation, by its duly authorized officer, sign, seal and as the act and deed of said corporation, deliver the foregoing written Deed, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Witness Signature

SWORN to before me this the
____ day of _____, _____.

Notary Public for South Carolina
My commission expires:

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 04:28 PM
03/22/99 RECORDED IN DEED
BOOK 1826 PAGE 0373
DOC # 99024332

Judy A. Hill



**Planning Staff Report to
Board of Zoning Appeals
December 2, 2022**
for the December 8, 2022 Public Hearing

Docket Number:	S 22-851
Applicant:	First Baptist Simpsonville (Russell E. Hill)
Applicant's Agent:	Spatial Planning Innovations, LLC (Timothy M. Thomason)
Property Owner:	Laurel Creek Baptist Church
Property Location:	2331 Laurens Road
Tax Map Number:	026300-02-00100
Acreage:	3.045
Zoning:	R-6, Single-Family Residential District SSO, Special Sign Overlay District
Proposal:	SPECIAL EXCEPTION to expand a 'Religious institution' use

Applicable Sections of the City of Greenville Code of Ordinances:

Sec. 19-2.1.3 (A) (1), *Board of Zoning Appeals/Powers and Duties/Special Exceptions*
Sec. 19-2.3.5, *Special Exception Permit*
Sec. 19-4.1, *Table of Uses*
Sec. 19-4.3.2 (F), *Use-specific standards for Religious Institutions*

Staff Recommendation: Approve with conditions

Staff concludes that the application complies with the standards to grant a Special Exception Permit for a **'Religious institution'** use. If the Board decides to grant the Permit, Staff recommends the following conditions:

1. The operation of the establishment shall substantially conform to the testimony of the Applicant, First Baptist Simpsonville (Russell E. Hill), and the Applicant's Agent, Spatial Planning Innovations, LLC (Timothy M. Thomason), the property (TM #026300-02-00100), and the content of the application.
2. The special exception permit shall be limited to the Applicant, First Baptist Simpsonville (Russell E. Hill), and shall not be transferrable.
3. The Applicant shall work with the city's Environmental Engineering staff to ensure that the proposed addition and alterations will comply with all Environmental Engineering Division requirements, including the potential to connect to a public sanitary sewer system.

Staff Analysis:

Spatial Planning Innovations, LLC (Timothy M. Thomason), on behalf of Applicant, First Baptist Simpsonville (Russell E. Hill), requests a special exception to expand a 'Religious institution' use in the R-6, Single-Family Residential District.

Per Sections 19-4.1 (*Table of Uses*), a special exception permit is required for religious institutions in the R-6, Single-Family Residential District.

The subject property is located at the intersection of Laurens Road and Haywood Road and is currently developed as a religious institution that features a 300-seat sanctuary, gymnasium, and surface parking lot. The church has historically been operated by the Laurel Baptist Church. The Applicant, First Baptist Simpsonville, recently consolidated with Laurel Baptist and will move into the space and operate under the First Baptist name starting in 2023.

The Applicant seeks to add a small addition to the Haywood Road side of the building to create an expanded lobby area. Additional renovations will happen inside the building. Site improvements are also included in the application.

In 1998, the Board of Zoning Adjustments reviewed and approved a special exception permit application for a sign variance.

In 2020, the Board of Zoning Appeals reviewed and approved a special exception permit application for an electronic message board on the property.

A neighborhood meeting was not required nor held for this application.

A Special Exception Permit shall be approved only upon finding that the applicant demonstrates **all** of the following are met:

1. Consistent with the Comprehensive Plan

The Future Land Use Map of the city's GVL2040 Comprehensive Plan identifies the part of the 'Corridor Mixed-Use' classification.

GVL2040 states that 'Corridor Mixed-Use' corridors are the major streets that connect nodes to each other, to Greenville's traditional neighborhoods, and to established nodes such as downtown Greenville. They are designed to safely support a range of travel options and are lined with buildings that engage the street at a scale and density similar to the Urban Nodes. The Corridors accommodate a blend of vertical and horizontal mix of land uses including commercial, retail, and residential. It is generally expected that all properties fronting the street will be included in this category and density and building heights will step-up near Urban Nodes. Adjacent neighborhoods should be buffered where needed.

Although a religious institution use is not specified in the Corridor Mixed-Use characterization, the use does not conflict with the blend of commercial and residential uses sought along the Laurens Road corridor. The church building fronts Laurens Road and its activation and travel options will be improved by the addition of sidewalk on Haywood, expanded sidewalk on Laurens, and by the addition of bicycle racks.

Staff finds that the proposed use is consistent with the GVL2040 Comprehensive Plan.

2. Complies with use specific standards

Use-specific standards for religious institution uses are listed below:

19-4.3.2 (F) Religious institution. Religious institutions may be approved as a special exception in selected districts. Any new building or addition to a religious institution shall also be reviewed as a special exception.

Staff recommends adding the use specific standards as a condition of approval.

Staff finds that, with appropriate conditions, the proposed expansion will comply with the use-specific standards of the Land Management Ordinance.

3. Compatibility with the surrounding lands

Adjacent property is zoned and used as follows:

East: Automobile sales (County S-1, Services district)

North: Automobile sales (County S-1)

West: Retail sales (C-3, Regional commercial district)

South: Retail sales (S-1, Service district)

The property is currently developed as a religious institution that features a 300-seat sanctuary, gymnasium, and surface parking lot. Adjacent uses include Fairway Ford, Fairway Lincoln, Fairway Ford Commercial Vehicle Center, a large retail shopping center across Haywood Road, and Jason's Furniture and other retail sales uses across Laurens Road.

A religious institutional use is nonresidential in nature and is compatible with the other surrounding nonresidential uses.

Staff finds that the use will be compatible with surrounding lands.

4. Design does not have substantial adverse impacts

The proposed building's architecture appears to comply with nonresidential design standards. The addition will be evaluated for full compliance with the Land Management Ordinance during administrative plan review. No adverse visual impacts are anticipated.

The existing church parking lot does not conform to the maximum parking requirements for religious institutions nor meet the parking lot design standards of the Land Management Ordinance. The proposed redesign will result in substantial landscaping and safety improvements. Although the new design will reduce the amount of parking on the property, the parking count will still address the church's needs and achieve compliance with the city's parking minimum and maximum requirements. The proposed expansion of the church building will not result in an increased demand on parking as parking is based on sanctuary seating. The parking lot design will be evaluated for full compliance with the Land Management Ordinance during administrative plan review. Vehicular and pedestrian connectivity with the adjacent Fairway Ford properties as well as pedestrian connectivity from Haywood Road will be required.

Vehicular access to the site will continue to come from both Laurens Road and Haywood Road. The existing driveway onto Laurens Road will be modified to enable two-way traffic into the site. The driveway is anticipated to be limited to right in, right out design. The existing driveway onto Haywood Road will also be modified to a safer, more functional design. The changes will reduce the parking lot access to a single point, which will be aligned with the shopping center drive across Haywood. Both roads are maintained by the South Carolina Department of Transportation (SCDOT). SCDOT will review the proposed design for compliance during administrative plan review.

A dedicated loading space was not provided in the proposed design, however loading and unloading could occur within the parking lot drive aisle in front of the expanded lobby area with little conflict to internal circulation. Modifications needed should be feasible during administrative plan review. No adverse impacts are anticipated to parking and loading from the use.

A dumpster was not shown on the provided site plan. The location of the current dumpster is located at the rear of the building. A dumpster enclosure would be required as part of the work. Modifications should be feasible during administrative plan review. The installation of an enclosure around the rear of the property is not anticipated to have an adverse impact to the neighboring uses.

No substantial adverse impacts are anticipated related to noise and vibrations. The use is not anticipated to create a public or private nuisance.

Any site or building improvements will require approval of necessary permits under applicable guidelines in the Land Management Ordinance.

Staff finds that the use and its design will not have substantial adverse impacts.

Staff Comments and Conditions

Fire Department Comments

Comments:

No comments.

City Engineer Comments

Comments:

Application review approval is subject to the applicant satisfying all conditions and requirements of the engineering divisions.

Civil Engineer Comments

Comments:

No comments.

Environmental Engineer Comments

Comments:

1. Current building appears to be served by an onsite septic system. If altering the existing system, the building will be required to connect to the Sanitary Sewer Main.

Traffic Engineer Comments

Comments:

No comments.



Office Use Only:

Application# _____ Fees Paid _____

Date Received _____ Accepted By _____

APPLICATION FOR SPECIAL EXCEPTION CITY OF GREENVILLE, SOUTH CAROLINA

APPLICANT / PERMITTEE*: Russell E. Hill Director or Operations / First Baptist of Simpsonville | Upstate Church

* _____
Name Title / Organization

permit may be limited to this entity. _____

APPLICANT'S REPRESENTATIVE: Timothy M. Thomason, PE President / Spatial Planning Innovations, LLC
(Optional) _____
Name Title / Organization

MAILING ADDRESS: 38 Ashburn Pl, Greenville, SC 29615

PHONE: (864) 630-7524 **EMAIL:** tthomason@spatialpli.com

PROPERTY OWNER: Laurel Creek Baptist Church

MAILING ADDRESS: 2331 Laurens Rd, Greenville, SC 29607

PHONE: (864) 288-1711 **EMAIL:** pastorjim@LBCgreenville.org

PROPERTY INFORMATION

STREET ADDRESS: 2331 Laurens Rd, Greenville, SC 29607

TAX PARCEL #: 0263000200100 **ACREAGE:** 3.24 **ZONING DESIGNATION:** R-6

REQUEST

Refer to Article 19-4, Use Regulations, of the Land Management Ordinance (www.municode.com/library/)

DESCRIPTION OF PROPOSED LAND USE:

Institution - Religious Institution (Church)

This is a continuation of the existing use, however, a new organization (First Baptist Simpsonville | Upstate Church, intends to take over operations and perform improvements to the site and existing building.

INSTRUCTIONS

1. The application and fee, **made payable to the City of Greenville**, must be received by the planning and development office no later than 5:00 pm of the date reflected on the attached schedule.

2. The applicant/owner must respond to the "standards" questions on page 2 of this application (you must answer "why" you believe the application meets the tests for the granting of a special exception). See also **Section 19-2.3.5, Special Exception Permit**, for additional information. You may attach a separate sheet addressing these questions.

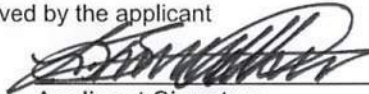
3. You must attach a scaled drawing of the property that reflects, at a minimum, the following: (a) property lines, existing buildings, and other relevant site improvements; (b) the nature (and dimensions) of the proposed development (activity); (c) existing buildings and other relevant site improvements on adjacent properties; and, (d) topographic, natural features, etc. relevant to the requested special exception.

4. You must attach the required application fee: \$250.00

5. The administrator will review the application for "sufficiency" pursuant to **Section 19-2.2.6, Determination of Sufficiency**, prior to placing the application on the BZA agenda. If the application is determined to be "insufficient", the administrator will contact the applicant to request that the applicant resolve the deficiencies. **You are encouraged to schedule an application conference with a planner, who will review your application for "sufficiency" at the time it is submitted. Call (864) 467-4476 to schedule an appointment.**

6. You must post the subject property at least 15 days (but not more than 18 days) prior to the scheduled hearing date.

_____ 'Public Hearing' signs are acknowledged as received by the applicant

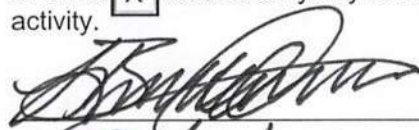

Applicant Signature

7. **Please read carefully:** The applicant and property owner affirm that all information submitted with this application; including any/all supplemental information is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

In addition the applicant affirms that the applicant or someone acting on the applicant's behalf has made a reasonable effort to determine whether a deed or other document places one or more restrictions on the property that preclude or impede the intended use and has found no record of such a restriction.

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

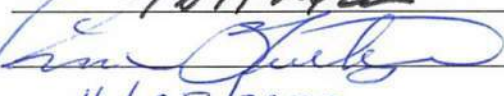
To that end, the applicant hereby affirms that the tract or parcel of land subject of the attached application is ☐ or is not ☒ restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the requested activity.



APPLICANT / REPRESENTATIVE SIGNATURE

11/07/2022

DATE


11/07/2022

PROPERTY OWNER SIGNATURE

DATE

**APPLICANT RESPONSE TO
SECTION 19-2.3.5(D)(1), STANDARDS – SPECIAL EXCEPTION**

(YOU MAY ATTACH A SEPARATE SHEET)

1. DESCRIBE THE WAYS IN WHICH THE PROPOSED SPECIAL EXCEPTION IS CONSISTENT WITH THE COMPREHENSIVE PLAN.

This is a continuation of the existing use. The Comprehensive Plan indicates this location as "Corridor Mixed-Use". The proposed site and building improvement(s) project will serve to enhance existing aesthetics, as well as bring site elements into compliance with current City Codes.

2. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL COMPLY WITH THE STANDARDS IN SECTION 19-4.3, USE SPECIFIC STANDARDS.

This is a continuation of the existing use. The Comprehensive Plan indicates this location as "Corridor Mixed-Use". Assembly times are limited to Sunday morning services (with the exception of special holidays falling on weekdays) and will not generate nuisances as listed in the Code.

3. DESCRIBE THE WAYS IN WHICH THE REQUEST IS APPROPRIATE FOR ITS LOCATION AND IS COMPATIBLE WITH THE CHARACTER OF EXISTING AND PERMITTED USES OF SURROUNDING LANDS AND WILL NOT REDUCE THE PROPERTY VALUES THEREOF.

This is a continuation of the existing use, and the property is surrounded by existing automotive sales and service facilities, as well as retail and commercial uses. Operation of the facility does not conflict with peak traffic hours associated with those facilities (coincides with off-hours of surrounding uses). This request is directly related to site and building improvements.

4. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL MINIMIZE ADVERSE EFFECTS ON ADJACENT LANDS INCLUDING: VISUAL IMPACTS; SERVICE DELIVERY; PARKING AND LOADING; ODORS; NOISE; GLARE; AND, VIBRATION. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL NOT CREATE A NUISANCE.

This is a continuation of the existing use, with the intent to improve the existing aesthetics of the site and building.

Visual Impacts: Proposed site and building improvements and enhancements from existing conditions

Service Delivery: None

Parking and Loading: The number of parking spaces will be reduced on-site to conform with current City Code, no loading operations will be part of the functionality for this use.

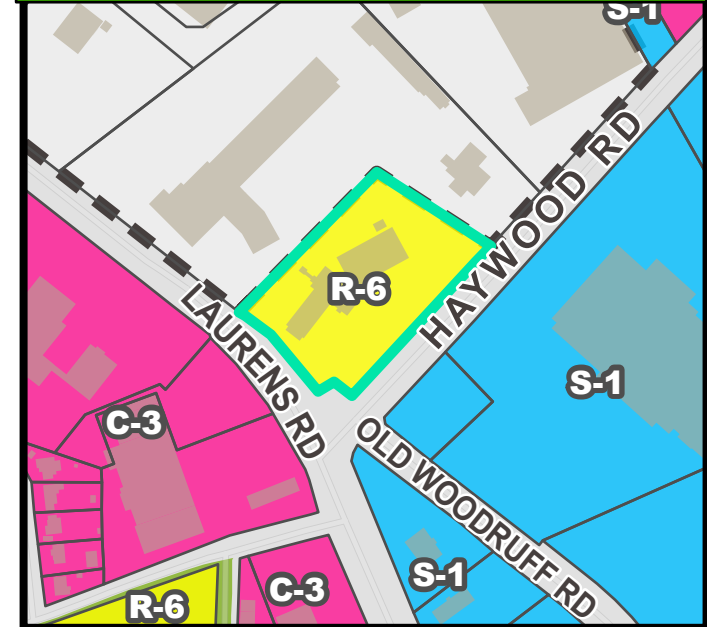
Odors, Noise, Glare, Vibrations: None

This use is not expected to create a nuisance due to no functional change in the facility use characteristic, in addition to its location among existing automotive sales and service facilities, as well as retail and commercial uses.

AERIAL VIEW



CURRENT ZONING



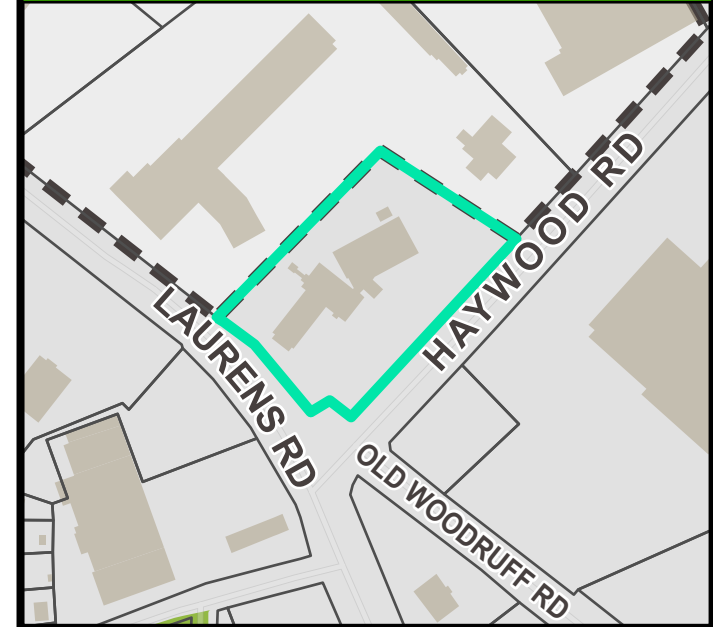
FUTURE LAND USE



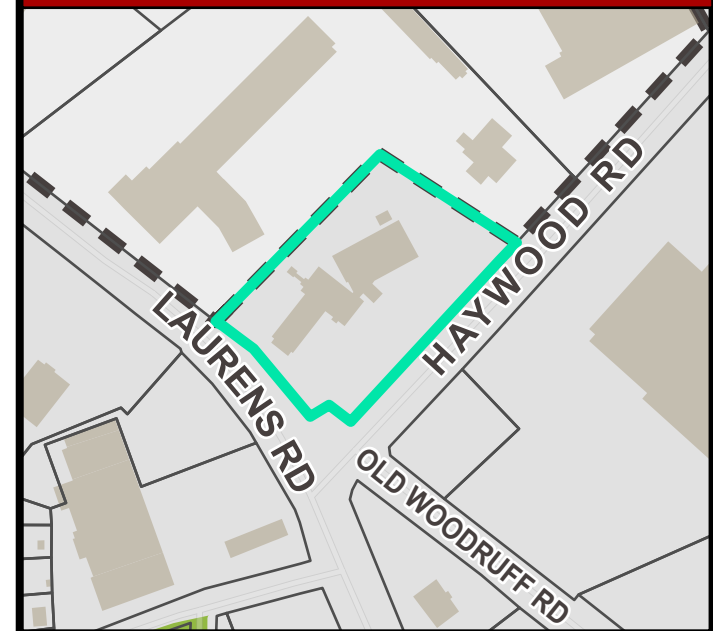
NATURAL / ENVIRONMENTAL FEATURES



SPECIAL EMPHASIS NEIGHBORHOODS



PRESERVATION OVERLAYS



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Know what's below.
Call before you dig.

0258000300200

N/F
FAIRWAY INVESTMENTS, LLC
TMS: 0258000300200
DB 2210 PG 556
PB 1022 PG 47
(GREENVILLE COUNTY ZONING: S-1)

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH
C1	N 53°12'03" W	34.33'	54.08'	34.94'
C2	N 43°04'04" W	103.67'	344.86'	104.07'

LINE	BEARING	DISTANCE
L1	S 89°07'04" W	12.60'

NEW LANDSCAPE PLANTINGS TO BE PROVIDED IN ACCORDANCE WITH CITY CODE REQUIREMENTS FOR NON-RESIDENTIAL DEVELOPMENT

EX. SANCTUARY
300 SEAT CAPACITY

NEW LOBBY/
ENTRANCE

TOTAL AREA
3.24 ACRES
140,920 SQ. FT.
CITY OF GREENVILLE
ZONING: R-6

100
PROPOSED
PKG SPCS

CLOSE EXISTING
DRIVEWAY (REQUIRES
SCDOT REVIEW AND
APPROVAL)

REMOVE EXISTING
PAVEMENT NOT
REQUIRED TO
SUPPORT PROPOSED
PARKING SPACES OR
DRIVE AISLES (TYP)

IMPROVE EXISTING
DRIVEWAY TO MEET
SCDOT/CITY STANDARDS
(REQUIRES SCDOT REVIEW
AND APPROVAL)

CLOSE EXISTING
DRIVEWAY (REQUIRES
SCDOT REVIEW AND
APPROVAL)

N/F
KEVIN WHITAKER CHEVROLET, INC
TMS: 0263000100200
DB 1576 PG 860
PB 1170 PG 88
(CITY OF GREENVILLE ZONING: C-3)

NEW RIGHT IN, RIGHT OUT
DRIVEWAY ACCESS
(REQUIRES SCDOT REVIEW
AND APPROVAL)

LAURENS ROAD
(S.C. HIGHWAY 276)

10 BICYCLE
PARKING
SPACES

NEW 5'-0" CURB LAWN AND
8'-0" MULTI-USE PATH
ALONG LAURENS RD

N/F
SWR OF GREENVILLE, LLC
TMS: 0263000100303
DB 2511 PG 2767
PB 1286 PG 60
(CITY OF GREENVILLE ZONING: C-3)

OFFSET MULTI-USE PATH
ALIGNMENT TO AVOID
EXISTING UTILITIES AND
INFRASTRUCTURE

MODIFY EXISTING CURB
RAMP TO CONNECT TO
NEW MULTI-USE PATH

N/F
SWR OF GREENVILLE, LLC
TMS: 0263000100302
DB 2509 PG 3504
PB 1286 PG 60
(CITY OF GREENVILLE ZONING: C-3)

NEW 5'-0" CURB LAWN AND
5'-0" SIDEWALK ALONG
HAYWOOD RD

N/F
VERDAE PROPERTIES INC
TMS: 0263000200400
DB 1381 PG 749
PB 6P PG 81
(CITY OF GREENVILLE ZONING: S-1)

N/F
VERDAE PROPERTIES INC
TMS: 0263000200400
DB 1381 PG 749
PB 6P PG 81
(CITY OF GREENVILLE ZONING: S-1)

SITE DATA			
ZONING/LAND USE: R-6 / RELIGIOUS INSTITUTION			
OWNER: LAUREL CREEK BAPTIST CHURCH			
TAX MAP: 026300020010		DB: 0434, PG: 177; PB: 333, PG: 35	
ADDRESS: 2331 LAURENS RD, GREENVILLE, SC 29607			
TOTAL LAND AREA: ±3.24 ACRES			
NUMBER OF BUILDINGS: 1 (EXISTING) W/ PROPOSED LOBBY ADDITION			
FLOOD ZONE 'X' PER MAP NO. 4504SC0403E		DATE: 8/18/24	
SETBACKS: FRONT-20', SIDE-5', REAR-15'			
PARKING DATA			
TYP. SIZE REQ'D	HC SIZE REQ'D	TYP. SIZE PROV.	HC SIZE PROV.
9x18	9x18	9x18	9x18
FACILITY TYPE	REQUIREMENT	NO. REQUIRED	NO. PROVIDED
RELIGIOUS INSTITUTION	1 SPC PER 6 PERM. SEATS IN MAIN SANC. (MIN.) 1 SPC PER 3 PERM. SEATS IN MAIN SANC. (MAX.)	300 SEATS / 3 = 100 SPCS (MAX)	100
ACCESSIBLE SPACE REQUIREMENTS			
TOTAL SPACES	REQUIREMENT	REQUIRED	PROVIDED
100	76 TO 100 - 4 ADA SPCS (1 VAN)	4 (1 VAN)	10 (10 VAN)
LOADING SPACE REQUIREMENTS			
REQUIREMENT	REQUIREMENT	REQUIRED	PROVIDED
N/A	N/A	N/A	N/A

1" = 30'
0 15 30 60 90

NOTES:
1. BOUNDARY, TOPOGRAPHIC, AND EXISTING CONDITIONS SURVEY PERFORMED BY ARROW NORTH SURVEYING, LLC, DATED 10/29/22.

FIRST BAPTIST SIMPSONVILLE
UPSTATE CHURCH

SPATIAL PLANNING
INNOVATIONS, LLC
38 ASHBY RD
GREENVILLE, SC 29615
(864) 630-7524
thomason@spatialpi.com | www.spatialpi.com

UPSTATE CHURCH
HAYWOOD RD
2331 LAURENS RD
GREENVILLE, SC 29607
TAX MAP: 0263000200100

P
F
PRESKOTT + FORTNER
CONSTRUCTION

REV. DATE BY COMMENT

A 11/07/22

ISSUED FOR SPECIAL EXCEPTION REQUEST



DESIGNED: T. THOMASON
DRAWN: T. THOMASON
CHECKED: T. THOMASON
DATE: 11/07/22
SCALE: AS NOTED
FILE: CP-SE.DWG

UPSTATE
CHURCH
HAYWOOD RD

SPECIAL
EXCEPTION
REQUEST
SITE PLAN

CP-SE

SPI PROJECT NO.: 22033

A



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ARCHITECTS

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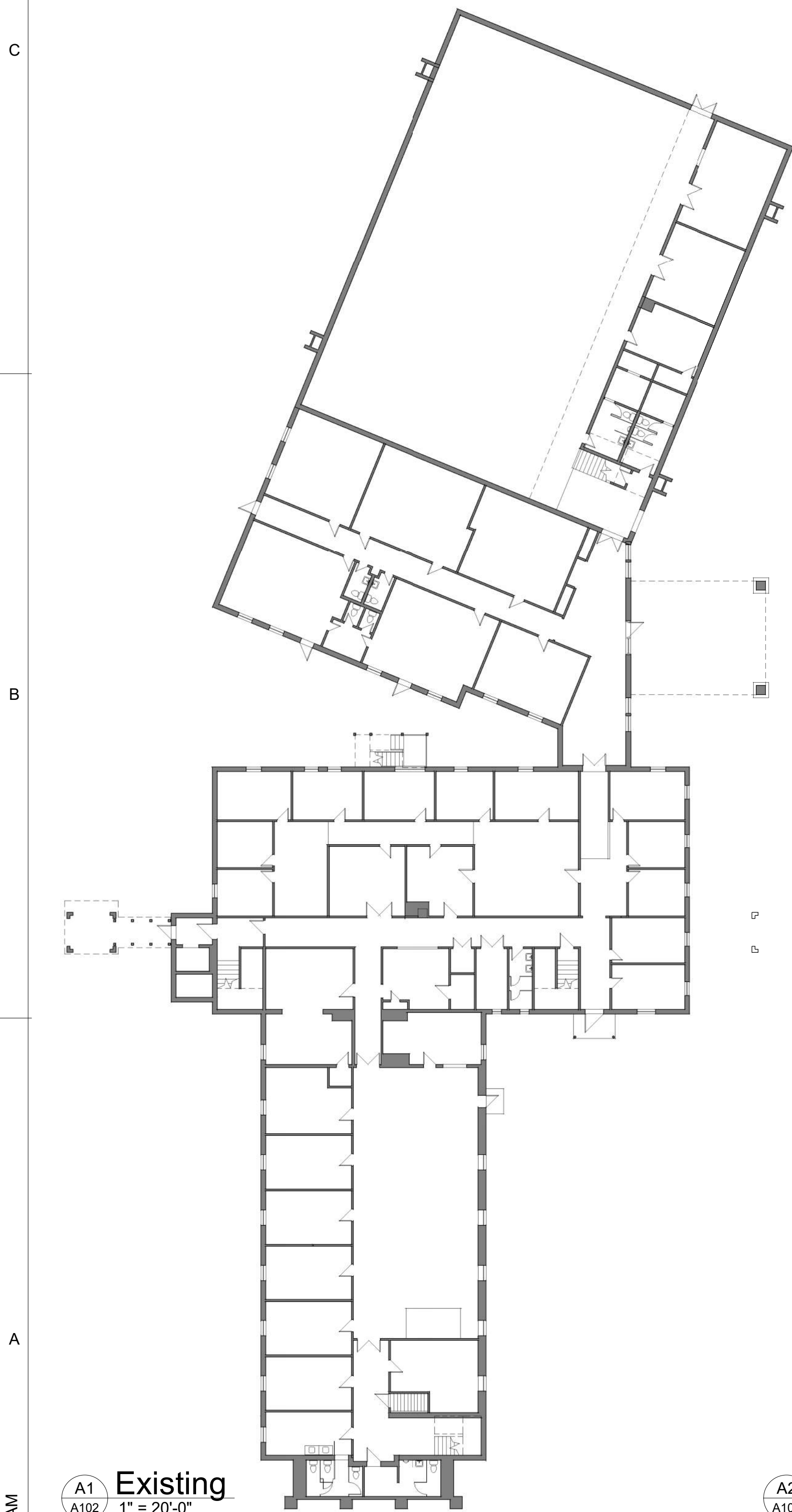
HAYWOOD CAMPUS

2331 LAURENS ROAD
GREENVILLE, SOUTH CAROLINA

MARK	DESCRIPTION	DATE
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ISSUE	Preliminary
DATE	September 8, 2022
PROJECT NO	22005

GROUND LEVEL FLOOR PLANS A102



2022-09-08 7:04:10 AM





**Planning Staff Report to
Board of Zoning Appeals
December 2, 2022**
for the December 8, 2022 Public Hearing

Docket Number: S 22-852
Applicant: Avis Budget Car Rental, LLC (Peter Piracci)
Property Owner: Winning Realty, LLC
Property Location: 2432 Laurens Road
Tax Map Number: 0263000100700
Acreage: 0.84
Zoning: C-3, Regional Commercial District
SSO, Special Sign Overlay District
Proposal: **SPECIAL EXCEPTION to change a nonconforming 'Automobile sales' use to a nonconforming 'Automobile rental' use**

Applicable Sections of the City of Greenville Code of Ordinances:

Sec.19-2.1.3 (A) (1), *Board of Zoning Appeals/Powers and Duties/Special Exceptions*
Sec.19-2.3.5, *Special Exception Permit*
Sec.19-4.1, *Table of Uses*
Sec.19-4.3.3, *Use Specific Standards, Commercial Uses*
Sec.19-9.2, *Change of use where nonconforming situation exists*

Staff Recommendation: Approve with conditions

Staff concludes that the application complies with the standards for granting a Special Exception Permit for an **'Automobile rental'** use. If the Board decides to grant the permit, staff recommends the following conditions:

1. The use of the property shall substantially conform to the testimony of the applicant and the content of the application.
2. The Special Exception Permit shall be limited to the Applicant, Avis Budget Car Rental, LLC, and is not transferrable.

Staff Analysis:

The Applicant proposes to change a nonconforming automobile sales use to a nonconforming automobile rental use in a C-3, Regional commercial district. The subject site is located at 2432 Laurens Road.

Per Section 19-4.1 (*Table of Uses*), a Special Exception Permit is required for automobile rental use in a C-3, Regional commercial district, however the subject property does not comply with the use specific standards for automobile sales and automobile rental uses found in Section 19-4.3.3(G). Specifically, the minimum site size of two (2) acres. As such, the existing automobile sales use is considered legal, nonconforming and the proposed use would also be nonconforming. Nonconformities are subject to the provisions of Article 19.9.

According to the application, minimal changes will be made to the existing buildings on the property. While accessory automobile servicing could occur, no automobile repair, as defined by the Land Management Ordinance, will occur.

A special exception permit that allows a person to convert an existing nonconforming use to another nonconforming use may be approved on a finding that the applicant demonstrates the following standards are met:

1. More or similar in character

The new nonconforming use is more in character with, or equal to, the uses permitted in the zoning district than the existing or prior nonconforming use.

The use of automobile rental is substantially similar to the current automobile sales use. The uses are both within the 'vehicle sales and service' zoning use category and are regulated under the same zoning use specific standards.

Staff finds that the proposed use is more or similar in character.

2. Not substantially injure neighboring property

The new nonconforming use will not substantially and permanently injure the use of the neighboring property for those uses permitted in the zoning district.

Adjacent property is used (and zoned) as follows:

East: Restaurant and retail sales (S-1, Service)

North: Automobile wash (C-3, Regional Commercial)

West: Automobile sales (C-3)

South: Automobile sales (C-3)

The property is located along the Laurens Road corridor in the area generally referred to as the Motor Mile. Adjacent properties include a Mercedes Benz dealership, the Sonic Suds car wash, and across Laurens Road, a McDonald's and a large retail shopping center. The closest residential area is located approximately 450 feet away.

Improvements to the property's frontage will be required given the change of use. The Applicant has indicated a willingness to comply with the landscape as well as the vehicle sales and service use specific standards related to vehicle display by the Land Management Ordinance.

Any automobile service activities will occur inside the existing shop building. Repair and maintenance work is expected to occur off-site, at a different location, based on discussion with the Applicant.

No information related to a public address system were included in the application. A public address system would be required to comply with the use specific standards.

No information related to refuse and recycling containers were included in the application. Compliance with the use specific standards and screening standards will be required.

No new exterior site lighting or alterations were noted. Existing site lighting is in place on the property. Any planned changes to the light poles or fixtures will require code complaint light fixtures and illumination levels.

No outdoor storage is existing or proposed. Outdoor storage would not be permitted for the new use.

The proposed use is not anticipated to adversely impact the abutting properties given the similarities between the proposed use and the abutting uses.

Staff finds that the proposed will not substantially injure neighboring property.

3. Facilities and services

There is adequate infrastructure capacity available to serve the proposed special exception.

The property fronts Laurens Road, which serves as its only access point. Laurens Road is maintained by the South Carolina Department of Transportation and is seven lanes wide in front of the property. No concerns from the City of Greenville Traffic Engineering Division were expressed. The South Carolina Department of Transportation was contacted but did not respond by time of staff report posting.

Public water and sewer are located within the Laurens Road right of way and currently serves the property. No concerns from the City of Greenville Environmental Engineering Division were expressed.

Fire protection is provided by the Greenville City Fire Department (GCFD). The property is located within a one-mile drive of a GCFD Station 5. No concerns from the GCFD Fire Prevention Division were expressed.

Police protection is currently and will continue to be provided by the Greenville Police Department. No concerns from the City of Greenville Police Department were expressed about the use.

The use will not impact facilities operated by Greenville County Schools as well as the City of Greenville Parks, Recreation, and Tourism Department.

Trash collection will not be handled by the City of Greenville. A private trash collection service should be capable of serving the site.

Staff finds that the existing facilities and services in place can adequately serve the proposed use.

4. Use is permissible elsewhere

The use requested is one that is permissible in some zoning district pursuant to one of the permits referenced in this chapter.

An automobile rental use is a permitted use within the city. The use is only permitted by special exception in the C-3 (Regional commercial), S-1 (Service), and RDV (Redevelopment) districts.

Staff finds that the proposed use is a use permissible elsewhere in the city.

Staff Comments and Conditions

Fire Department Comments

Comments:

No comments.

City Engineer Comments

Comments:

Application review approval is subject to the applicant satisfying all conditions and requirements of the engineering divisions.

Civil Engineer Comments

Comments:

S 22-852
2432 Laurens Road

No comments.

Environmental Engineer Comments

Comments:

No comments.

Traffic Engineer Comments

Comments:

No comments.



Office Use Only:

Application# _____ Fees Paid _____

Date Received _____ Accepted By _____

APPLICATION FOR SPECIAL EXCEPTION CITY OF GREENVILLE, SOUTH CAROLINA

APPLICANT / PERMITTEE* Peter Piracci-Director/Avis Budget

Name	Title / Organization
<i>permit may be limited to this entity.</i> <u>Avis Budget Car Rental, LLC</u>	

APPLICANT'S REPRESENTATIVE:
(Optional)

Name	Title / Organization

MAILING ADDRESS: 1855 Griffin Rd, Suite A-470, Dania, FL 33004

PHONE: 954-924-1304 EMAIL: peter.piracci@avisbudget.com

PROPERTY OWNER: Winning Realty, LLC

MAILING ADDRESS: 405 Carolina Blvd. Isle of Palms, SC 29451

PHONE: 803-240-9291 EMAIL: jgandolfo@byrider.com

PROPERTY INFORMATION

STREET ADDRESS: 2432 Laurens Rd., Greenville, SC 29607

TAX PARCEL #: 0263000100700 ACREAGE: 0.841 ZONING DESIGNATION: C-3

REQUEST

Refer to Article 19-4, Use Regulations, of the Land Management Ordinance (www.municode.com/library/)

DESCRIPTION OF PROPOSED LAND USE:

Short Term Automotive Rentals

INSTRUCTIONS

1. The application and fee, **made payable to the City of Greenville**, must be received by the planning and development office no later than 5:00 pm of the date reflected on the attached schedule.

2. The applicant/owner must respond to the "standards" questions on page 2 of this application (you must answer "why" you believe the application meets the tests for the granting of a special exception). See also **Section 19-2.3.5, Special Exception Permit**, for additional information. You may attach a separate sheet addressing these questions.

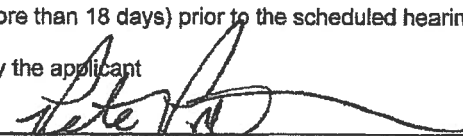
3. You must attach a scaled drawing of the property that reflects, at a minimum, the following: (a) property lines, existing buildings, and other relevant site improvements; (b) the nature (and dimensions) of the proposed development (activity); (c) existing buildings and other relevant site improvements on adjacent properties; and, (d) topographic, natural features, etc. relevant to the requested special exception.

4. You must attach the required application fee: \$250.00

5. The administrator will review the application for "sufficiency" pursuant to **Section 19-2.2.6, Determination of Sufficiency**, prior to placing the application on the BZA agenda. If the application is determined to be "insufficient", the administrator will contact the applicant to request that the applicant resolve the deficiencies. **You are encouraged to schedule an application conference with a planner, who will review your application for "sufficiency" at the time it is submitted. Call (864) 467-4476 to schedule an appointment.**

6. You must post the subject property at least 15 days (but not more than 18 days) prior to the scheduled hearing date.

_____ 'Public Hearing' signs are acknowledged as received by the applicant


Applicant Signature

7. **Please read carefully:** The applicant and property owner affirm that all information submitted with this application; including any/all supplemental information is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

In addition the applicant affirms that the applicant or someone acting on the applicant's behalf has made a reasonable effort to determine whether a deed or other document places one or more restrictions on the property that preclude or impede the intended use and has found no record of such a restriction.

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

To that end, the applicant hereby affirms that the tract or parcel of land subject of the attached application is ☐ or is not ☒ restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the requested activity.



11/7/2022

11/7/2022

APPLICANT / REPRESENTATIVE SIGNATURE
DATE
PROPERTY OWNER SIGNATURE
DATE

**APPLICANT RESPONSE TO
SECTION 19-2.3.5(D)(1), STANDARDS – SPECIAL EXCEPTION**

(YOU MAY ATTACH A SEPARATE SHEET)

1. DESCRIBE THE WAYS IN WHICH THE PROPOSED SPECIAL EXCEPTION IS CONSISTENT WITH THE COMPREHENSIVE PLAN.

The GVL 2040 Future Land Use Map puts the subject property along a potential corridor that connects nodes to each other with a range of mobility options. The proposed use fits perfectly on a corridor with adjacent automobile sales and car wash uses.

2. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL COMPLY WITH THE STANDARDS IN *SECTION 19-4.3, USE SPECIFIC STANDARDS*.

The vehicle display area will not be within the required setback, landscaping or parking areas. There will not be vehicle display devices elevated more than two feet above grade, the vehicle display area is paved and all vehicles will be kept neat.

3. DESCRIBE THE WAYS IN WHICH THE REQUEST IS APPROPRIATE FOR ITS LOCATION AND IS COMPATIBLE WITH THE CHARACTER OF EXISTING AND PERMITTED USES OF SURROUNDING LANDS AND WILL NOT REDUCE THE PROPERTY VALUES THEREOF.

The proposed use fits perfectly with the use of the existing surrounding properties with automobile sales and automobile car wash uses adjacent to the subject property and along the Laurens Rd. corridor.

4. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL MINIMIZE ADVERSE EFFECTS ON ADJACENT LANDS INCLUDING: VISUAL IMPACTS; SERVICE DELIVERY; PARKING AND LOADING; ODORS; NOISE; GLARE; AND, VIBRATION. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL NOT CREATE A NUISANCE.

This parcel, adjacent properties, and this corridor have historically been used for automobile related uses. The parcel has its own dedicated parking and there is no noise or nuisance expected to any of the surrounding properties with this use.

APPLICANT RESPONSE TO
SECTION 19-2.3.5(D)(2), STANDARDS – CHANGE IN NONCONFORMING USE

(YOU MAY ATTACH A SEPARATE SHEET)

1. DESCRIBE THE WAYS IN WHICH THE PROPOSED NONCONFORMING USE IS MORE IN CHARACTER WITH, OR EQUAL TO, THE USES OTHERWISE PERMITTED IN THE ZONING DISTRICT THAN THE EXISTING OR PRIOR NONCONFORMING USES.

Avis/Budget Car Rental is conducive and complimentary to the surrounding business, mainly the New Car Dealerships.

2. DESCRIBE THE WAYS IN WHICH THE PROPOSED NONCONFORMING USE WILL NOT SUBSTANTIALLY AND PERMANENTLY INJURE THE USE OF NEIGHBORING PROPERTY FOR THOSE USES PERMITTED WITHIN THE RELEVANT ZONING DISTRICT(S).

Car Rental is a fabric of the community and is a necessary service to both Leisure and Business customer in the City of Greenville.

3. IS ADEQUATE INFRASTRUCTURE CAPACITY AVAILABLE TO SERVE THE PROPOSED NONCONFORMING USE?

Yes, this property is ideal will be more than sufficient to operate a car rental business.

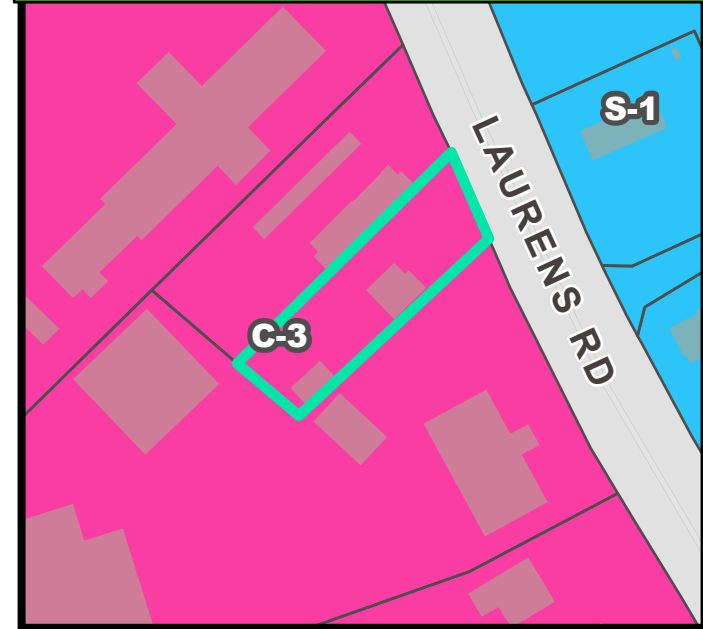
4. IS THE PROPOSED USE ONE THAT IS OTHERWISE PERMISSIBLE IN ANOTHER ZONING DISTRICT WITHIN THE CITY?

Yes

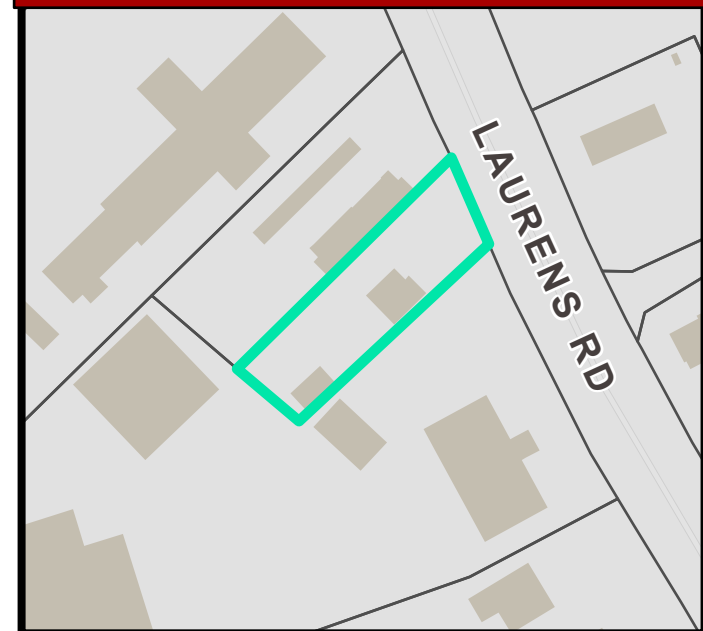
AERIAL VIEW



CURRENT ZONING



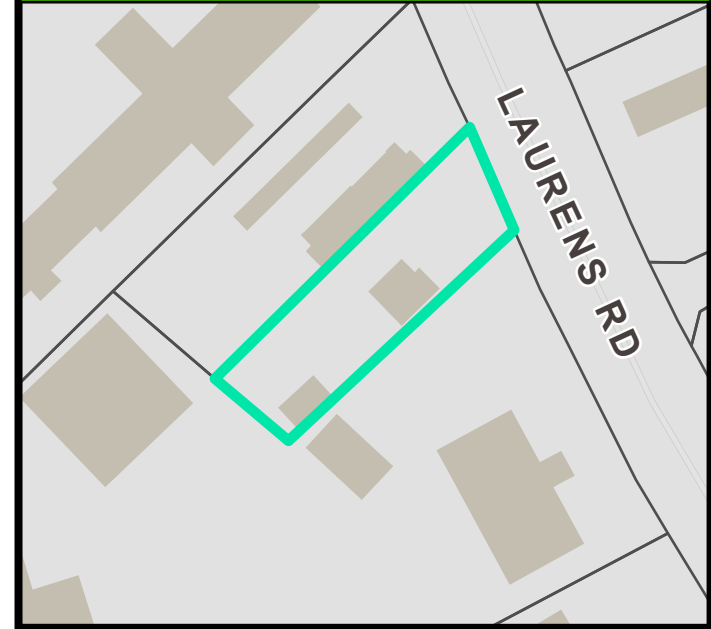
FUTURE LAND USE



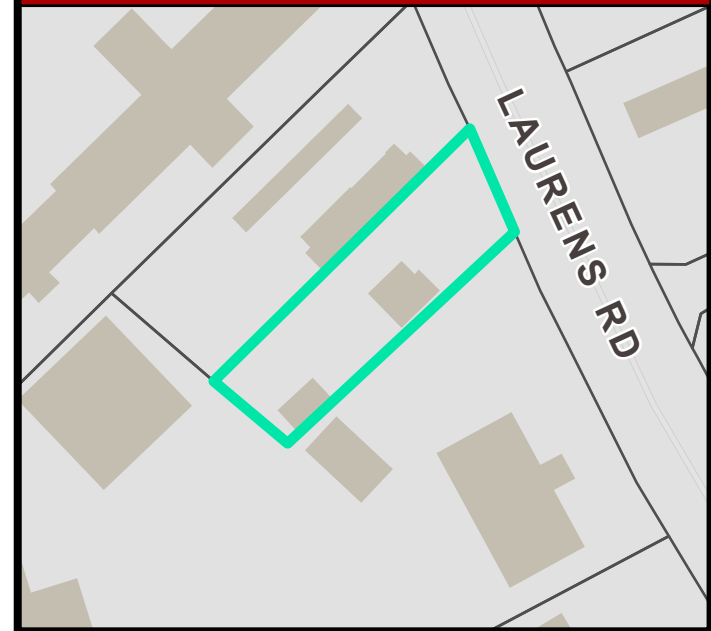
NATURAL / ENVIRONMENTAL FEATURES



SPECIAL EMPHASIS NEIGHBORHOODS



PRESERVATION OVERLAYS



NOTES:

- PARCEL DESCRIPTION:

BEGINNING AT AN IRON PIN ON THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF LAURENS ROAD (US HIGHWAY 276) (60 FOOT PUBLIC RIGHT-OF-WAY) HAVING SC GRID COORDINATES OF N 1,092,330.45 E 1,595,717.51; THENCE S23°57'52"E A DISTANCE OF 113.20 FEET TO AN IRON PIN, THENCE ALONG THE COMMON LINE OF PHILIP J. CARLTON QTP MARTIAL (FOR THE FOLLOWING TWO CALLS) (1) S45°00'14"W A DISTANCE OF 322.16 FEET TO AN IRON PIN, (2) THENCE N49°54'55"W A DISTANCE OF 108.72 FEET TO AN IRON PIN, THENCE ALONG THE COMMON LINE OF OPEN FLEM, LLC. N45°24'50"E A DISTANCE OF 375.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 37,160 S.F. OR 0.852 ACRES MORE OR LESS.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 6B, 7A, 7B1, 7C, 8, 9, 10, 11A, 11B, 13, 14, 15, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 1, 2022.

Alfred

PROJECT NO. 22-130

NICHOLAS J. MANSFIELD DATE: AUGUST 3, 2022 REGISTRATION #27454

* THE WORDS "CERTIFY", "CERTIFICATES" OR "CERTIFICATION" AS USED HEREON ARE UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, BASED UPON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AS SUCH, DO NOT CONSTITUTE A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.

REVISIONS

ALTA/NSPS LAND TITLE SURVEY

DRAWN NLM	CHECKED NLM
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SCALE: 1" = 20'

0'	10'	20'
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DATE OF SURVEY:

AUG. 1, 2022
DATE OF PLAT:

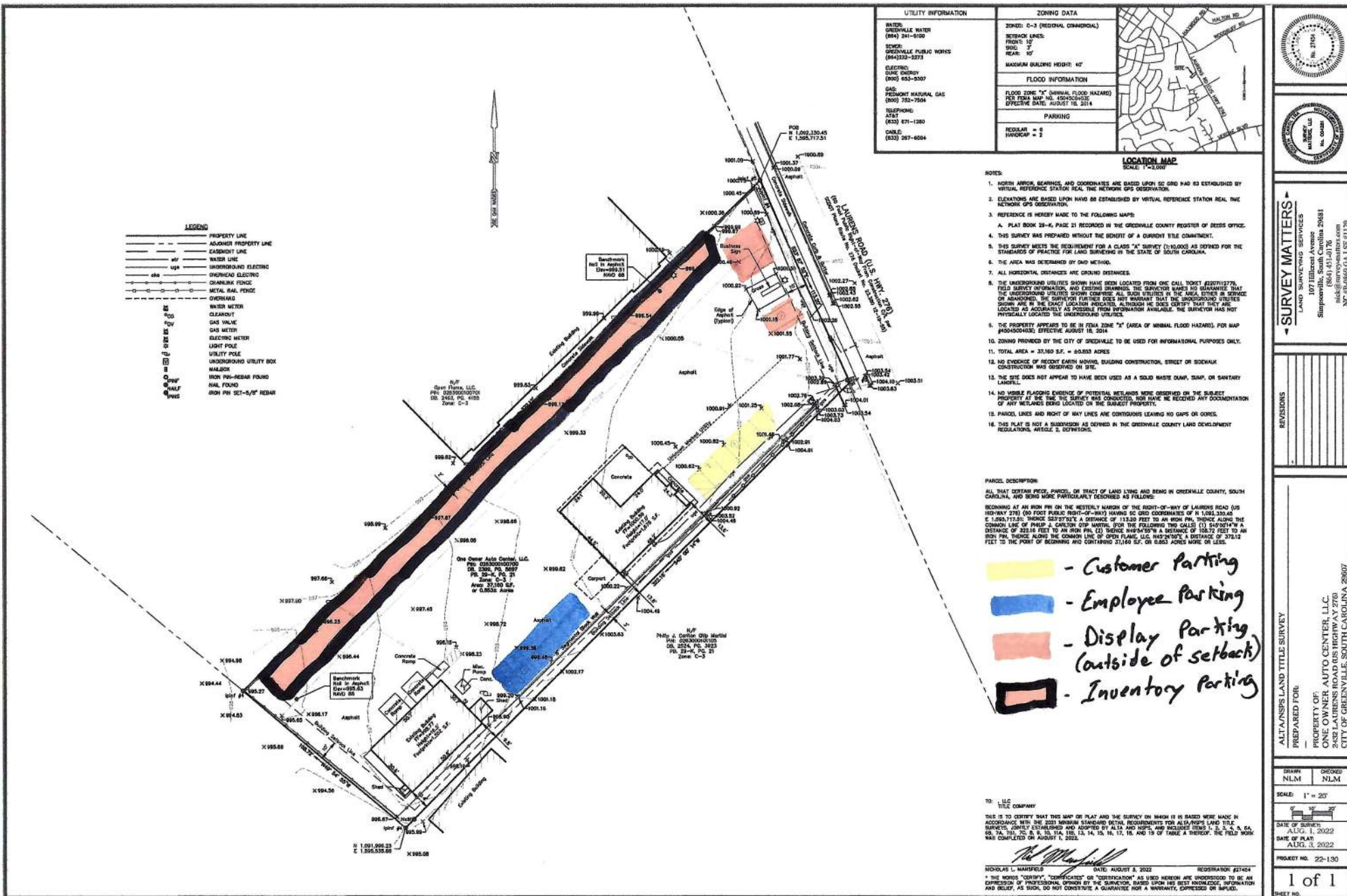
AUG. 3, 2022

PROJECT NO. 22-130

1 0 1

1 of 1

SHEET NO.



Front Building (fronting Laurens Rd.)

