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TOWN OF KIAWAH ISLAND
BOARD OF ZONING APPEALS

RE:

CASE #BZA25-000002
219 High Dunes Lane, Kiawah Island, SC
TMS# 265-16-00-236

CASE #BZA25-000003
129 Blue Heron Pond Road, Kiawah Island, SC
TMS# 265-02-00-085

DATE: FEBRUARY 24, 2025

TIME: 1:00 P.M.

LOCATION: KIAWAH ISLAND MUNICIPAL CENTER
KIAWAH ISLAND, SC

REPORTED BY: RUTH MOTT, RPR, CRR
CLARK BOLEN, INC.
P.O. BOX 12189
CHARLESTON, SC 29422
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1 A P P E A R A N C E S

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BOARD MEMBERS PRESENT:

3

FRANK CASSIDY - CHAIR
4 JAY LEWIS - VICE CHAIR
MORRIS HANAN
5 LIN O'LEARY
BEN FARABEE

6

7 STAFF MEMBERS PRESENT:

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JOHN TAYLOR, PLANNING DIRECTOR
DANIEL VINCENT, PLANNER I
9 MAC MCQUILLIN, TOWN ATTORNEY

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1 MR. CASSIDY: All right. So we'll
2 get started. I'd like to call to order the
3 February 24, 2025 meeting of the Town of Kiawah
4 Island Board of Zoning Appeals. I'm Frank
5 Cassidy. I'm the chair. In addition to myself
6 the members hearing the cases today are Lin
7 O'Leary, Morris Hanan, Jay Lewis and Ben Farabee.
8 Staff members present here are Dan Vincent from
9 our planning staff, John Taylor, our planning
10 director, and Mac McQuillan, our town attorney.
11 Our case rulings from this and any BZA meeting
12 are available for public review and inspection
13 during normal business hours at the town hall.

14 Since our meeting is being conducted
15 virtually via Zoom, please be reminded that in
16 order to obtain a clean and clear record for
17 persons listening live it's important that all
18 participants not speak over one another. If
19 you'd like to speak, please raise your hand, I'll
20 recognize you, and you can come to the mike.
21 I've also been asked to remind the BZA members
22 that you should also speak into the mikes when
23 you speak.

24 First on our agenda today is the
25 election of officers for 2025. I'd entertain a

1 nomination for chair.

2 MR. HANAN: I'd like to renominate
3 Frank Cassidy to continue as the chair.

4 MR. CASSIDY: Is there a second?

5 MR. LEWIS: I'd second.

6 MR. CASSIDY: Any other

7 nominations?

8 Any further discussion?

9 All in favor please say aye.

10 (All in favor.)

11 MR. CASSIDY: Thank you everybody.

12 Jay Lewis is our current vice chair. I'd
13 entertain a motion to nominate Jay to continue.

14 MS. O'LEARY: I nominate Jay to
15 continue.

16 MR. HANAN: Second.

17 MR. CASSIDY: Any further
18 discussion?

19 MS. O'LEARY: Do you want more
20 discussion, Jay?

21 MR. LEWIS: No.

22 MR. CASSIDY: All in favor please
23 say aye.

24 (All in favor.)

25 MR. CASSIDY: Congratulations, Jay.

1 By our rules of procedure the planning
2 director acts as board secretary. I'd entertain
3 a motion nominating John Taylor as secretary.

4 MS. O'LEARY: I nominate John
5 Taylor as secretary.

6 MR. HANAN: I'll second it.

7 MR. CASSIDY: Any further
8 discussion?

9 All in favor please say aye.

10 (All in favor.)

11 MR. CASSIDY: Congratulations,
12 John.

13 At this time I'd like to explain to the
14 public the workings of the BZA. The Board of
15 Zoning Appeals is a quasi-judicial body
16 established to interpret and grant relief from
17 the zoning ordinance. The Board of Zoning
18 Appeals has jurisdiction over three types of
19 cases, appeals, variances, which is what we're
20 going to be doing today, and special exceptions.

21 Appeals are heard regarding
22 administrative actions or decisions by the zoning
23 administrator and/or staff. Variances may be
24 granted when strict application of the zoning
25 ordinance would cause an unnecessary hardship.

1 The board's actions must be based on specific
2 standards as contained in SC Local Government
3 Planning Enabling Act of 1994 and the Town of
4 Kiawah Island Zoning Ordinance. Special
5 exceptions allow the board to permit uses if
6 certain conditions as contained in the zoning
7 ordinance are met. A simple majority vote of the
8 quorum present is required to grant a variance or
9 to overturn the decision of the zoning
10 administrator in an appeal or to grant a special
11 exception.

12 Because today's hearing is a public
13 fact-finding meeting, we are in compliance with
14 the Freedom of Information Act and SC Code
15 6-29-70. 15 days prior to the hearing an
16 announcement was printed in the Post & Courier, a
17 sign was posted on or near the designated
18 property, and a notice was mailed to the
19 applicant or representative and to residents
20 within 500 feet of the application and to parties
21 of interest. Persons, organizations and the news
22 media that have requested declaration of our
23 meeting have also been notified. The Freedom of
24 Information Act does not require notification of
25 anyone other than the applicant and the parties

1 of interest.

2 Our purpose today is for interested
3 parties to be heard in order to assist the board
4 in gathering evidence pertinent to each case. If
5 the members of the BZA feel the need for further
6 information to clarify a case, the board has the
7 authority to subpoena witnesses. In addition to
8 your testimony, our board has been presented
9 written information submitted to the staff by the
10 applicant or their agent for each case. This
11 information is now considered to be evidence and
12 is entered into the permanent record of this
13 body. It's assumed that it is complete, true and
14 accurate. Also we've been presented data
15 assembled by the staff for the purpose of
16 clarifying the location and effect on surrounding
17 property.

18 Our board is empowered to approve,
19 approve with conditions, or to deny your request.
20 In granting a variance the board of zoning
21 appeals may attach such conditions regarding the
22 location, character or other features of the
23 proposed building structure or use as the board
24 may consider advisable to protect established
25 property values in the surrounding area or to

1 promote the public health, safety and general
2 welfare. We are also authorized to defer a case
3 should there be a need to obtain additional
4 information.

5 If an applicant's request is approved
6 for a special exemption, a variance or an appeal
7 of a decision by the zoning administrator, they
8 must go to if the Town of Kiawah Island to apply
9 for permits. Variances and special exceptions
10 granted by the BZA are valid for 12 months after
11 this meeting. However, if an applicant's request
12 is disapproved and they wish to appeal the
13 decision of this board concerning their case,
14 appeals must be addressed to the Circuit Court.
15 SC Code 6-29-820 states that the appeal must be
16 filed by the applicant within 30 days after the
17 decision of the board is mailed to them. Failure
18 to file an appeal within the time limit deprives
19 the court of jurisdiction to hear the matter.

20 For each case staff will present
21 information, the applicant will present their
22 case, and will hear from any others who wish to
23 speak. Be reminded to direct your comments to
24 the board, not the applicant or other speakers.

25 To expedite the process of people

1 speaking, I'd ask all persons who intend to speak
2 today about either case to stand, and Mac will
3 administer the oath.

4 MR. MCQUILLAN: If you could stand
5 and raise your right hand and repeat after me.

6 (Witnesses placed under oath.)

7 MR. CASSIDY: Thank you, Mac and
8 thank you everyone.

9 I shall now call case BZA-25-000002 at
10 219 High Dunes Lane. First we'll hear from Dan
11 from the staff, then the applicant, then others.
12 All speakers should come to the podium, state
13 your name and current address for the record,
14 before presenting testimony. I'll limit comments
15 by the public to three minutes, and the applicant
16 will have a chance to rebuttal if necessary.

17 Dan, it's all yours.

18 MR. VINCENT: Thank you, Mr.
19 Chairman, members of the BZA. Our first case
20 today, this Case No. BZA 25-000002 the applicant
21 and property owner, JDF Investment Services, LLC,
22 being represented by Heather Wilson of Heather A.
23 Wilson Architects, is requesting a variance for
24 the reduction of the required 15-foot side
25 setback for approximately 488 square feet for a

1 proposed new single family home located at 219
2 High Dunes Lane. The TMS number is
3 265-16-00-236. The subject property is located
4 in the R-2 Residential Zoning District within the
5 Ocean Parks neighborhood. The subject property
6 is currently undeveloped.

7 The lot is approximately 13,520 square
8 feet in size in which approximately 11,919 square
9 feet is highlands and the remaining 1,601 square
10 feet consists of marshlands. Subject property
11 sits adjacent to marsh to the south.

12 The Town of Kiawah Island's Land Use
13 Planning and Zoning Ordinance requires a front
14 setback of 25 feet, 15-foot side setbacks and a
15 25-foot rear setback. Subject property has a
16 maximum lot coverage, allowable lot coverage, of
17 40 percent. The proposed lot coverage is 39.55
18 percent.

19 The South Carolina Department of
20 Environmental Services Bureau of Coastal
21 Management, or BCM for short, certifies the
22 critical areas present on the property as
23 indicated by a survey dated August 31st, 2020.
24 Furthermore, a 15-foot stormwater buffer is
25 located on the 25-foot rear SCDES BCM critical

1 line.

2 Here is a zoning map of the subject
3 property (indicating).

4 We'll let the record show we have
5 received two public comments. You can see on the
6 map shown on your screen where exactly those
7 comments have come from. Both are in opposition.

8 Here is a Charleston County GIS aerial
9 view of the subject property (indicating).

10 The subject property is located in Ocean
11 Park neighborhood which was previously governed
12 by the 2013 Amended and Restated Development
13 Agreement, ARDA for short, by and between Kiawah
14 Resort Associates and the Town of Kiawah. Under
15 the ARDA the subject property was designed as
16 part of the undeveloped lands identified in
17 Exhibit 1.3, undeveloped land parcel. Ocean
18 Park, which was parcel 43, was within the R-2
19 Residential category, subject to standards
20 outlined in Exhibit 13.3, Table of General Lot
21 Standards, inside the ARDA. The standards of
22 Exhibit 13.3, Table of General Lot Standards for
23 lot sizes between 8,000 square feet and 11,999
24 square feet, included a 25-foot front setback, a
25 10-foot side setback and a 25-foot rear setback.

1 Following the expiration of the ARDA on
2 December 4th, 2023, the setback requirements for
3 the subject property at 219 High Dunes Lane as
4 prescribed by the Land Use Planning and Zoning
5 Ordinance, Article II, Zoning, Division 2, Zoning
6 Map/Districts, Section 12-66, R-2 Residential
7 District, and Table 2C, Lot Standards for R-2
8 include a 25-foot front setback, a 15-foot side
9 setback, and a 25-foot rear setback.

10 Per Charleston County records the home
11 was acquired by JDF Investment Services, LLC, on
12 April 28th, 2023, prior to the expirations of the
13 ARDA.

14 The applicant has submitted to the
15 Kiawah Island Architectural Review Board for
16 interim final review and have been granted
17 approval on January 17th, 2025 stating, "The
18 design of your home is approved to continue to
19 the permit submittal pending an approved interim
20 submittal. As you move forward, please address
21 the following comments and conditions in keeping
22 with the guidelines: The ARB supports and
23 appreciates the unique site development and
24 architectural design which allows the
25 preservation of the 35-inch live oak root zone

1 and full canopy despite its substantial impact on
2 the buildable area."

3 A site visit was conducted on February
4 7th, 2025. At the time the following
5 determinations were made. Here are a few site
6 pictures of the site: Front of the property,
7 adjacent properties (indicating). The adjacent
8 property to the East the subject property is
9 developed, which is 217 High Dunes; and the
10 adjacent property to the west of the subject
11 property is currently undeveloped.

12 Let the record show that we have
13 received a public comment for that undeveloped
14 parcel at 221 High Dunes, which is west of the
15 subject property.

16 More site pictures (indicating).

17 The proposed plans include a new single
18 family home. There is a 35-inch grand live oak
19 tree located on the east side of the property
20 within the buildable area. The proposed single
21 family home encroaches into the required 15-foot
22 east side setback by approximately 4 feet, 5
23 inches as per this plan. The total encroachment
24 into the east side setback is approximately 151
25 square feet. Additionally, portions of the

1 proposed single-family home encroach into the
2 15-foot west side setback by approximately 6
3 feet, 5 inches at its furthest point. Total
4 encroachments on the west side setback is
5 approximately 337 square feet, for a total
6 encroachment of approximately 488 square feet.

7 Here's a better representation of the
8 area outside the setbacks, colored in red; here's
9 some proposed renderings provided by the
10 applicant; and then a proposed landscape plan
11 (indicating).

12 The BZA may grant a variance only if
13 exceptional circumstances exist and where
14 practical difficulty or unnecessary hardships is
15 so substantial, serious or compelling that
16 relaxation of the general restrictions ought be
17 granted.

18 I'll start with the criteria. Criteria
19 A: There are extraordinary and exceptional
20 conditions pertaining to the particular piece of
21 property.

22 There may be extraordinary and
23 exceptional conditions on this property. The
24 35-inch grand live oak tree and root zone
25 significantly encroach into the buildable area.

1 Per the applicant's letter of intent:
2 "There is a grand live oak on the center of the
3 lot. The tree impacts the buildable area with
4 the root zone protection as well as limits the
5 height of the adjacent roof lines. This
6 necessitates a design comprised of mostly
7 single-story elements which increases the
8 footprint and need for side setback relief."

9 Criteria B: These conditions do not
10 generally apply to other properties in the
11 vicinity.

12 These conditions may be unique to the
13 subject property and may not generally apply to
14 other properties in the vicinity. The property
15 is located in the R-2 Residential Zoning
16 District. Adjacent properties along High Dunes
17 Lane are also located in the R-2 Residential
18 Zoning District. The lot sits adjacent to the
19 marsh to the south. There is an open space area
20 north of the subject property located in the
21 Parks and Recreation Zoning District. Existing
22 structures in the vicinity may have similar
23 encroachments based on current setback standards.

24 Per the applicant's letter of intent:
25 "The neighboring homes were all built to the

1 guidelines of the ARDA zoning, as this lot was
2 intended to be. The original zoning of this lot
3 allowed for the 10-foot side yard setbacks and
4 greater latitude of tree protection."

5 Criteria C: Because of these conditions
6 the application of this ordinance to the
7 particular piece of property would effectively
8 prohibit or unreasonably restrict the utilization
9 of the property.

10 The application of this ordinance to the
11 subject property may not prohibit or unreasonably
12 restrict the utilization of the property.

13 Per the applicant's letter of intent:
14 "The application of the current ordinance would
15 unreasonably restrict the development of this
16 property. The current ordinance restriction, in
17 concert with the limb and root pattern of the
18 grand live oak, would limit the use of the
19 property, especially as compared to all adjacent
20 and surrounding properties."

21 Criteria D: The authorization of the
22 variance will not be of substantial detriment to
23 adjacent properties or the public good, and the
24 character of the zoning district will not be
25 harmed by the granting of this variance.

1 The authorization of this variance may
2 not be of substantial detriment to the adjacent
3 properties for the public good.

4 Per the applicant's letter of intent:

5 "The variance would allow the property to be in
6 keeping with the design and intent of the marsh
7 walk zoning. This is one of the few lots
8 remaining, and it is in the best interests of the
9 marsh walk neighborhood to be developed to the
10 same standards as the surrounding properties."

11 Criteria E: The Board of Zoning Appeals
12 shall not grant a variance the effect of which
13 would be to allow the establishment of a use not
14 otherwise permitted in a zoning district, to
15 extend physically a nonconforming use of land, or
16 to change the zoning district boundaries shown on
17 the official zoning map.

18 Granting of this variance would not
19 allow the establishment of a use not otherwise
20 permitted in the zoning district, extend
21 physically a nonconforming use of land or change
22 the zoning district boundaries.

23 Per the applicant's letter of intent:

24 "The property is zoned and intended for use as a
25 single-family home and has been designed as such.

1 Furthermore, the home design is compliant with
2 all other aspects of the ordinance."

3 Criteria F: The fact that property may
4 be utilized more profitably should a variance be
5 granted may not be considered grounds for a
6 variance.

7 The BZA may not consider profitability
8 when considering this variance request.

9 Per the applicant's letter of intent:
10 "There would be no increase in value to the
11 property as a direct result of this variance.
12 The home is similar in size and caliber of all
13 the adjacent properties."

14 Criteria G: The need for this variance
15 shall not be the result of the applicant's own
16 actions.

17 The need for the variance may be the
18 result of the applicant's own actions. The
19 property was acquired prior to the expiration of
20 the 2013 ARDA in December of 2023.

21 Per the applicant's letter of intent:
22 "The variance request is in advance of any
23 physical improvement and not the result of
24 actions taken."

25 Criteria H: Granting this variance will

1 not be contrary to the public or neighborhood
2 interest nor will not adversely affect other
3 properties in the vicinity, nor interfere with
4 the harmony, spirit, intent and purposes of these
5 regulations.

6 Granting of this variance may not be
7 contrary to the public or neighborhood interest,
8 may not adversely affect other property in the
9 vicinity nor interfere with the harmony, spirit,
10 intent or purposes of these regulations.

11 Per the applicant's letter of intent:
12 "The variance would allow for a design that is
13 entirely in keeping with the spirit and intent of
14 the regulations under which the neighborhood was
15 developed. Furthermore, sustaining and
16 nourishing the grand oak is for the benefit of
17 the greater good."

18 And Criteria I: Granting of the
19 variance does not substantially conflict with the
20 comprehensive plan or the purposes of this
21 ordinance.

22 Granting of this variance may not
23 substantially conflict with the comprehensive
24 plan or the purposes of this ordinance. The Town
25 of Kiawah Island's Comprehensive Plan, Housing

1 Element Goal I, Implementation Strategy A states,
2 "Provide mechanisms to permit flexibility and
3 innovation in residential project design to
4 promote land use efficiency and environmental
5 protection."

6 Per the applicant's letter of intent:

7 "The variance allows for a design that is in
8 concert with the comprehensive plan and the
9 design for this area of Kiawah, Marsh Walk."

10 The Board of Zoning Appeals may approve,
11 approve with conditions, or deny Case No. BZA
12 25-000002. Again, this is a variance request for
13 the reduction of the required 15-foot side
14 setback by approximately 488 square feet for a
15 new single family home. Should the Board of
16 Zoning Appeals consider approval of this variance
17 request, planning staff requests the following
18 conditions for approval, and that is the
19 applicant shall revise all plans and exhibits
20 submitted to Town to reflect the new 15-foot side
21 setback. This concludes staff's review.

22 MR. CASSIDY: Thank you, Dan.

23 Questions from the Board for Dan?

24 MR. LEWIS: I have one. Dan, when
25 you talk about Criteria G, you say that they

1 shall not be the result of the applicant's own
2 actions. Your response is that it might be as a
3 result of their actions. Can you go a little bit
4 deeper on that?

5 MR. VINCENT: Sure. So staff
6 considered, knowing that the ARDA was expiring in
7 2023, the purchaser of the property knew the
8 expiration, or the staff assumed that they knew
9 the expiration and therefore knew that the
10 setbacks were being adjusted in December of 2023.

11 MR. LEWIS: Okay.

12 MR. CASSIDY: Other questions for
13 Dan.

14 MR. FARABEE: Yes. They weren't
15 grandfathered, were they?

16 MR. VINCENT: No property was
17 grandfathered unless a zoning permit was given
18 prior to that expiration. There was no permit,
19 no zoning permit issued for this property before
20 that.

21 MR. LEWIS: So it expired and
22 rolled back to the other setbacks we have.

23 MR. VINCENT: Correct.

24 MR. FARABEE: I have a question for
25 Item F where it says that there will be no

1 increase in value of the property as a direct
2 result of the variance. I know those aren't your
3 words, but you put them in your write-up, and it
4 would seem to me that there is an increase in
5 value if they've got a bigger house sitting on
6 that property if we grant the variance, so I
7 guess it is going to increase the value.

8 MR. VINCENT: Staff saw that most
9 houses in the neighborhood are of similar size,
10 and so based on that, based on the plans that
11 they drew up when they bought the house, we
12 considered profitability was not a consideration.

13 MR. FARABEE: You're saying the
14 plan was drawn up when?

15 MR. VINCENT: We would assume prior
16 to that expiration of the development agreement.

17 MR. FARABEE: But there's no
18 permits or anything issued, were there?

19 MR. VINCENT: Correct.

20 MR. CASSIDY: Dan, somewhere in
21 here it says that at its furthest point the
22 incursion is 6 plus feet. That means, I think,
23 it goes beyond even the 10-foot, correct?

24 MR. VINCENT: That's correct. So
25 prior to that ARDA expiration they were at

1 10-foot setbacks, and after that expiration it's
2 at 15, so you're correct, that 16 -- that 6 foot
3 is even more than that 5-foot change.

4 MR. HANAN: So they didn't meet the
5 requirements prior to the change.

6 MR. VINCENT: Correct. They would
7 have to get a variance -- they would have to seek
8 a variance anyway.

9 MS. O'LEARY: And then the other
10 question is on B it says, these conditions do not
11 generally apply to other properties in the
12 vicinity, and we're talking about the large tree;
13 or the one above it, extraordinary exceptional
14 conditions pertaining to this particular piece of
15 property. There's a ton of properties out there
16 with grand oaks that people had to work within
17 the variances; is that correct?

18 MR. VINCENT: I'll let the
19 applicant talk about that if they so choose, but
20 staff noticed the big tree and not a lot of
21 properties on staff's site visit had a lot of
22 trees in the vicinity.

23 MS. O'LEARY: Okay.

24 MR. CASSIDY: Anything else for
25 Dan?

1 Okay. Thank you, Dan. Who's speaking
2 for the applicant?

3 MS. WILSON: Hi. I'm Heather
4 Wilson. I'm here for the applicant. So to
5 address a couple -- I'll just start my thoughts,
6 and then I can address a few points or questions.
7 The real issue is the tree, which is central to
8 the lot. When we were looking at designs early
9 on and were staking them, we thought that the
10 house could work under the canopy, but in looking
11 at the stake on site that has a great deal of
12 topography as well as this grand oak tree, it
13 became clear that we were going to have to remove
14 too many limbs, so we went to --

15 I don't know if we can -- can we change
16 what's -- if we can look at the site plan that
17 shows the actual limb survey that -- yes, that
18 one with the red. You can see we have the actual
19 limbs, the height of the limbs, and that's from
20 sea level; so those look like 20, but when the
21 grade is at 10, they're quite low. So the issue
22 became that from the whole center of the lot, the
23 center third of the buildable lot, can only be
24 one story.

25 And so looking at different ways to

1 approach this from a design perspective, we
2 actually decided to keep the whole rear of the
3 marsh side of the property one story so -- in
4 order to avoid having two sets of stairs, like
5 you have to go down to one story and then pop
6 back up to two stories, and the front of the
7 house is the only two-story piece. So that's
8 really what drove the sort of expansion of the
9 footprint and how much is one story.

10 The buildable or the allowable size of
11 the house is not larger than anything else out
12 there. It would be -- it's just that it's spread
13 out mostly on one story. There are three small
14 guest bedrooms on the second floor. So that's
15 really the driver for this.

16 I think that one thing else I would like
17 to talk about with regard to trees is in the
18 front left corner there's another large live oak
19 that is blocking access under the house; and then
20 to the right, as you look at the front of the
21 house, is the transformer as well as a grove of
22 smaller trees that we're trying to preserve. And
23 what that means is that the only place to
24 accommodate parking is underneath that small
25 porch in the central section of the house, so

1 that's the only place that cars can get in and
2 under the house for parking. So that's another
3 sort of nuance to the tree protection that's
4 happening with this -- with the programming of
5 this property.

6 With regards to the noncompliance beyond
7 the 10-feet, it's only the two chimneys which
8 would easily be moved within the 10-foot setback.
9 The real issue is the size of the house that is
10 across -- you know, across the 10, between the 10
11 and 15.

12 I think that in terms of the greater
13 good, it really is actually nice that the first
14 story with the one-story elements go all the way
15 to the path along the marsh. There's so many
16 tall houses along there as you walk that path.
17 Most of them are two stories on the back, and
18 this is one story, which I think is a benefit
19 to -- a net benefit to the public and to the
20 path, in addition to accommodating the canopy of
21 that tree.

22 You see so many trees that, while the
23 houses protect the root zone, they don't protect
24 the canopies, and so these canopies are destroyed
25 in order to accommodate the vertical nature of a

1 lot of homes out there; and we went to a lot of
2 effort and thought to really protect all of those
3 significant limbs that come across the middle
4 third of the property.

5 I think that is it, other than, in
6 response, I'm happy to open questions, but I
7 really don't believe this is any effort to expand
8 the size or value of the house. It really is
9 just in accommodating the natural environment and
10 site with the topography and the true form and
11 natural form of the tree.

12 MR. CASSIDY: Thank you,
13 Ms. Wilson.

14 Questions for Ms. Wilson?

15 MR. LEWIS: So the way, if I'm
16 looking at the proposed site plan, west is at the
17 top and east is at the bottom?

18 MS. WILSON: Sort of, yes. It's
19 north -- or southwest is at the top.

20 MR. LEWIS: Okay.

21 MS. WILSON: It's not quite.

22 MR. FARABEE: Did the ARB tell you
23 you couldn't cut down any of those trees?

24 MS. WILSON: Maybe -- Jenn's here.
25 We -- I don't remember if that directive came

1 from you or -- yes? Okay. Yes.

2 MR. FARABEE: Who else would it
3 come from if it didn't come from the ARB?

4 MS. WILSON: Well, I mean, the
5 effort to preserve it is also a choice, and we
6 were trying to do the right thing for the lot.

7 MR. FARABEE: So what efforts did
8 you do to downsize it so you wouldn't encroach on
9 the trees as well as -- I understand the one in
10 the middle there, but also keep it within the
11 setbacks.

12 MS. WILSON: Well, because the --
13 from -- the first small L shape is the only
14 two-story piece of the plan, so the reason -- the
15 downsize is to not have any heated space above
16 the middle and rear section of the house so that
17 the canopy could continue to expand, not have to
18 cut any of the -- these are all leader limbs that
19 we surveyed, so the canopy expands far beyond
20 that, but those are the significant and important
21 limbs that are in the center of the property. So
22 it's really about bringing down the ridge height
23 at the rear.

24 MR. FARABEE: I don't understand
25 how making it bigger helps you there.

1 MS. WILSON: Well, if you just --
2 most of the houses there and what we're allowed
3 to build is, you know, 38 to 4,200 square feet,
4 and so if you can't put it on the second floor,
5 we're doing it mostly on the first floor. We
6 haven't made the house bigger. We've just made
7 it more one story.

8 MR. FARABEE: There's a lot of lots
9 this house will fit, and you're saying you've got
10 a lot that this house won't fit on.

11 MS. WILSON: It would fit on most
12 lots in Marsh Walk, is that what you mean, just
13 without that tree. If that tree wasn't there, we
14 could compress the side to side.

15 MR. FARABEE: If the sun wasn't
16 there, it would be cloudy all day too. I'm just
17 saying, though, my question is what efforts have
18 you made to make the house fit the conditions of
19 the lot.

20 MS. WILSON: Well, I guess in my
21 opinion the shape of the footprint is fitting the
22 conditions of the lot, which is why I'm here to
23 ask for relief from the setback in order to do
24 this approach.

25 MR. CASSIDY: To ask Ben's question

1 another way, I understand you can't get to 39.55
2 percent lot coverage without this variance, but
3 you could get to 35 percent or so by lopping off
4 those colored portions.

5 MS. WILSON: Well, the lot coverage
6 is one calculation, but it would also render --
7 without this additional setback, it would render
8 a house smaller than most in the area.

9 MS. O'LEARY: Is this your first
10 rendition of this that you guys have done for the
11 homeowner or this property, the first rendition
12 design?

13 MS. WILSON: No, second.

14 MS. O'LEARY: This is the second?
15 Because I guess my question is, they came and
16 they bought the property. They knew the tree was
17 there. They knew there were limitations. But
18 yet, here we are looking for a variance of a
19 house that doesn't really fit on the lot.

20 MR. HANAN: And it didn't even meet
21 the requirements prior to the changes that were
22 made to the ordinance.

23 MS. WILSON: Well, with the
24 exception of the chimney, which I said I can
25 retract that request with -- it did -- it is

1 compliant with the rest of the neighborhood aside
2 from chimney. Many of the houses are to 8 foot
3 setback and 10, between 8 and 10, and this is one
4 of the last few that has not been developed, so
5 it's -- it would be held to an entirely different
6 standard from, you know, 95 percent of the lots
7 out there.

8 MR. LEWIS: But the standards have
9 changed.

10 MS. WILSON: Correct. I know, I'm
11 just...

12 MR. CASSIDY: Other questions for
13 Ms. Wilson?

14 Okay. Thank you, Ms. Wilson.

15 I'll ask if there are any members of the
16 public who would like to speak to this?

17 Yes, sir.

18 MR. FOLDS: Thanks for having me.
19 I'm Jim Folds. I'm the owner of 219 High Dunes
20 Lane and just wanted to express, there's been
21 a -- seems to be a tone that we're trying to
22 build an unreasonably large house. We were
23 surprised, we've all been surprised -- not all of
24 us, but a lot of folks were surprised, after the
25 building permit application, that the -- we

1 learned of the 15-foot setback. When we
2 purchased this property, all the marketing
3 material, all the expectations, in fact, there
4 was a pre-approved plan on this lot within the
5 footprint that we're building showing 10 feet.

6 So the assumption offered was that maybe
7 we knew about this and we're trying to skirt it.
8 Just wanted to offer, that's not the case. We've
9 learned, as we've gone through quite a bit of
10 time, spent quite a bit of money and effort to
11 try to come up with a plan that works with this
12 big tree and the lot and consistent with
13 everything else there -- out there, and that's
14 been our desire.

15 So I think that to the question around
16 the increasing the profitability or some sort of
17 gain or benefit should this be allowed, I would
18 offer a corollary. If it's not, there's a
19 substantial devalue. Take 10 feet out of the
20 width of this plan and retain the tree and then
21 try to work around that, I think that's a -- you
22 know, given the cost and the effort out there,
23 I'm not sure how viable it, frankly, would be.

24 So I just wanted to offer a perspective
25 of the owner and happy to answer any questions

1 around that but wanted to -- given some
2 assumptions and suggestions, just wanted to
3 clarify where that comes from.

4 MR. CASSIDY: Thank you.

5 Other comments from members of the
6 public?

7 Yes, ma'am.

8 MS. HAYES: Thank you. I'm
9 Jennifer Hayes. I'm here on behalf of the
10 architectural review board. I've been involved
11 in reviewing the plans and, you know, started
12 with the original site analysis with Heather and
13 her design team two -- two plus years ago, and
14 I'm here to speak in support of the variance
15 request for 219 High Dunes. The ARB did approve
16 the proposed variances during the review process
17 for this home, and we believe there are
18 extraordinary circumstances that support the
19 variance requests.

20 The first item, I think, for you to
21 consider is that the plan is in keeping with
22 other neighborhood homes and developments. The
23 variance request would not be perceivable to
24 others, since all of the homes along the street
25 have been developed in a similar manner.

1 As part of that and to support the
2 reasoning and to answer the question about
3 potential increase in value, there is -- there is
4 not, I don't believe, an increase in value if
5 these variances were approved. The house is not
6 larger than others within the neighborhood. It
7 is simply, you know, shortened and a little bit
8 more spread out, all in support of a unique site
9 development for this property, which is exactly
10 the thing that makes Kiawah unique and that the
11 architectural review board looks for with
12 designs.

13 And then that brings me to the second
14 and most important consideration, and that is
15 with preservation of the 35-inch live oak. The
16 tree is located in such a place within the
17 central area of the buildable area and it's
18 canopy takes up such a lot of space that it is
19 very difficult to design around; and while there
20 are a number of properties with grand live oaks
21 in Ocean Park, most of them are not of this size.
22 Most of them are around 25,000 or greater, and
23 some much greater, square feet. This one is
24 under 12,000 square feet, so there is nowhere
25 else for it to go.

1 The proposed house has been designed
2 around the tree, preserving not only what we
3 sometimes see, which is the trunk and where it's
4 located, but also the branching of that tree and
5 the root zone, which really ensures that the tree
6 will be an asset to the lot and to the
7 neighborhood for years to come.

8 Having been to the site numerous times,
9 you know, I would just put in a final plug that
10 the tree really is grand in all senses of the
11 word, and I would hope that you would support the
12 variance request as proposed. Thank you.

13 MR. CASSIDY: Thank you, ma'am.

14 Other comments?

15 Okay. Ms. Wilson, is there anything you
16 want to add.

17 MS. WILSON: No, sir.

18 MR. LEWIS: So we had two letters
19 opposed but those folks could not make the
20 meeting?

21 MR. CASSIDY: We actually have
22 three letters opposing, I believe, including the
23 one that came in this morning.

24 MS. O'LEARY: That's for 129.
25 That's the other one. There's only two.

1 MR. CASSIDY: That's the other one?
2 Sorry. Two letters opposing.

3 MR. LEWIS: But, Dan, they couldn't
4 be here today?

5 MR. VINCENT: I don't believe so,
6 hm-mm.

7 MR. LEWIS: Okay.

8 MR. CASSIDY: All right. With that
9 I'll entertain any motions that any member of the
10 board would like to make.

11 MS. O'LEARY: I make a motion to
12 deny the variance.

13 MR. HANAN: I'll second it.

14 MR. CASSIDY: There's been a motion
15 to deny the variance request and a second. Any
16 further discussion?

17 MR. FARABEE: I'd just like to
18 comment that I understand the desire to save the
19 tree, and on my lot we did exactly the same
20 thing; but also we had to keep within the
21 restrictions that we had incurred there, and we
22 decided, okay, we'll just shape the house to fit
23 the lot, and we did that. And I think -- I think
24 that's the natural thing to do, as opposed to
25 keep saying, we're going to make a bigger house

1 on a smaller lot. And I just think that the
2 tree's going to survive eventually, no matter
3 what we do; and so I think I'm going to -- I'm
4 going to reject as well.

5 MR. CASSIDY: Any further
6 discussion?

7 All right. We'll take a vote then.
8 Ben -- a vote yes is a vote to deny the variance
9 request.

10 MR. FARABEE: I vote a yes to deny
11 it.

12 MR. CASSIDY: Yes. Jay?

13 MR. LEWIS: Yes.

14 MR. CASSIDY: Morris?

15 MR. HANAN: Yes.

16 MR. CASSIDY: Lin?

17 MS. O'LEARY: Yes. But I've been
18 asked to just make sure that I'm saying I want to
19 deny it for Section G and Section A. Those are
20 the reasons that I had asked for it to be denied,
21 so yes, denied.

22 MR. CASSIDY: Good clarification.
23 Thank you, Lin.

24 Thank you, Daniel.

25 And Frank, yes.

1 So it's unanimous, we're going to deny
2 this request for the application based on
3 Criteria A and G, primarily because the applicant
4 has failed to demonstrate that there are
5 sufficiently extraordinary circumstances to
6 warrant this grant. So thank you.

7 And we'll proceed now to the next
8 request, which is case BZA 25-000003 at 129 Blue
9 Heron Pond Road.

10 Okay, Dan, you're up.

11 MR. VINCENT: Thanks, Frank. Our
12 next and final case being presented today is Case
13 No. BZA 25-000003, located at 129 Blue Heron Pond
14 Road. The applicant and property owner, GSB
15 Holdings, LLC, being represented by Leo Lorenzo
16 of Camens Architectural Group, is requesting a
17 variance for the reduction of the required
18 20-foot side setback and required 20-foot rear
19 critical area line setback for approximately 208
20 square feet for a proposed new single-family
21 home. The TMS for the subject property is
22 265-02-00-085. The subject property is located
23 within the R-1 residential zoning district. The
24 subject property is currently undeveloped.

25 The lot size is approximately 18,178

1 square feet in size. 15,025 square feet consists
2 of highlands, and the remaining 3,153 square feet
3 consists of marshlands. The Town of Kiawah
4 Island's Land Use Planning and Zoning Ordinance
5 requires a front setback of 30 feet, 20-foot side
6 setbacks and a 20-foot rear setback along the
7 South Carolina Department of Environmental
8 Services Bureau of Coastal Management critical
9 area line setback, or SCDES BCM for short.

10 The subject property has a maximum
11 allowable lot coverage of 33 percent. The
12 proposed lot coverage is approximately 33.99
13 percent. The proposed lot coverage includes
14 approximately 4,957 square feet or 32.99 percent
15 of impervious materials and approximately 162
16 square feet or 1 percent of pervious walks. In
17 accordance with Section 12-63 of the Land Use
18 Planning and Zoning Ordinance of the Town of
19 Kiawah Island, the subject property has an
20 allowable increase as a percentage of the maximum
21 lot coverage of up to 20 percent for qualifying
22 items such as pervious walks and patios. An
23 SCDES BCM critical line is also present on the
24 property as indicated by a survey certified by
25 the SCDES BCM line dated August 31st, 2020.

1 Furthermore, a 15-foot stormwater buffer is
2 located from the 25-foot rear SCDES BCM critical
3 line setback.

4 Per Charleston County records, the home
5 was recently acquired by GSB Holdings, LLC, on
6 January 13th, 2025.

7 Here is a zoning aerial view of the
8 subject property (indicating).

9 Here is a Charleston County GIS aerial
10 view (indicating).

11 Let the record show that we have
12 received three public comments for this variance
13 request. Here are the locations of where the
14 letters have come from (indicating). We have
15 received two letters from 146 Blue Heron Pond
16 Road, which was actually outside the 500-foot
17 radius of notifications, as well as one comment
18 that we received this morning at 121 Blue Heron
19 Pond Road.

20 A site visit was conducted on February
21 7th, 2025, and staff has taken a few pictures.
22 On this picture to the left on the slide shown,
23 this is the leisure trail located west of the
24 subject property (indicating).

25 The proposed plans include a new

1 single-family home. The proposed single-family
2 residence encroaches into the 20-foot side
3 setback by approximately 4 feet. That is the
4 area to the left on this slide here in the black
5 bubble (indicating).

6 The total encroachment into the side
7 setback is approximately 206 square feet.

8 Additionally, a small portion of the proposed
9 pool encroaches into the required rear SCDES BCM
10 critical line 20-foot setback by approximately 1
11 foot, 1 inch, for a total encroachment of 2
12 square feet, and that is that bubble to the north
13 of the property (indicating).

14 The applicant has submitted to the
15 Kiawah Island Architectural Review Board for a
16 variance review and for final review and was
17 granted approval, respectively, on January 17th,
18 2025 and January 25th, 2025.

19 We'll move on to the variance criteria.
20 Criteria A: There are extraordinary and
21 exceptional conditions pertaining to the
22 particular piece of property.

23 There may be extraordinary and
24 exceptional conditions on this property. The
25 subject property is uniquely pie-shaped and sits

1 adjacent to critical area to the north and
2 northeast.

3 Per the applicant's letter of intent:
4 "The rear and side critical line with the 20-foot
5 setback extends substantially into the property
6 making the design of a home difficult."

7 Criteria B: These conditions may be
8 unique to the subject property and may not
9 generally apply to other properties in the
10 vicinity.

11 The property is located in the R-1
12 residential zoning district. Adjacent properties
13 along Blue Heron Pond Road are also located in
14 the R-1 residential zoning district. This lot
15 sits adjacent to critical area to the north.
16 There is an open space area containing a leisure
17 trail to the west of the subject property which
18 is located in the parks and recreation zoning
19 district. Existing structures in the vicinity
20 may have similar encroachments based on the
21 current setback standards.

22 Per the applicant's letter of intent:
23 "We are not aware of a similar condition in the
24 immediate area. This condition would only apply
25 to other properties in the vicinity which the

1 critical line and setback extends so far into the
2 property."

3 Criteria C: Because of these
4 conditions, the application of this ordinance to
5 the particular piece of property would
6 effectively prohibit or unreasonably restrict the
7 utilization of the property.

8 The application of this ordinance to the
9 subject property may not prohibit or unreasonably
10 restrict the utilization of the property.

11 Per the applicant's letter of intent:
12 "A hardship is present when the rear and side of
13 the property has a critical and setback line
14 extending into the property."

15 Criteria D: The authorization of the
16 variance will not be of substantial detriment to
17 adjacent property or to the public good and the
18 character of the zoning district will not be
19 harmed by the granting of the variance.

20 The authorization of this variance may
21 not be of substantial detriment to the adjacent
22 properties or the public good. There is a
23 leisure trail located west of the subject
24 property which allows for a greater buffer
25 between neighboring properties.

1 Per the applicant's letter of intent:
2 "The portion that is encroaching into the side
3 setback is only visible from the Kiawah Island
4 leisure trail. There is natural vegetation and
5 will be added vegetation between the portion of
6 the home and the side property line."

7 Criteria E: The Board of Zoning Appeals
8 shall not grant a variance the effect of which
9 would be to allow the establishment of a use not
10 otherwise permitted in a zoning district, to
11 extend physically a nonconforming use of land or
12 to change the zoning district boundaries shown on
13 the official zoning map.

14 Granting of this variance would not
15 allow the establishment of a use not otherwise
16 permitted in the zoning district, extend
17 physically a nonconforming use of land or change
18 the zoning district boundaries.

19 Per the applicant's letter of intent:
20 "The property is zoned and intended for use as a
21 single-family home and has been designed as such.
22 Furthermore, the home design is compliant with
23 all other aspects of the ordinance."

24 Criteria F: The fact that property may
25 be utilized more profitably should a variance be

1 granted may not be considered grounds for a
2 variance.

3 The BZA may not consider profitability
4 when considering this variance request.

5 Criteria G: The need for this variance
6 shall not be the result of the applicant's own
7 actions.

8 The need for the variance may not be the
9 result of the applicant's own actions.

10 Per the applicant's letter of intent:
11 "The need for the variance was due to the result
12 in the ARB asking that the house to be into the
13 side setback for design criteria and
14 functionality, not a request by the owner [sic]."

15 Criteria H: Granting the variance will
16 not be contrary to the public or neighborhood
17 interest nor will not adversely affect other
18 properties in the vicinity, nor interfere with
19 the harmony, spirit, intent and purposes of these
20 regulations.

21 Granting of this variance may not be
22 contrary to the public or neighborhood interest,
23 may not adversely affect other property in the
24 vicinity, nor interfere with the harmony, spirit,
25 intent and purposes of these regulations.

1 Per the applicant's letter of intent:

2 "This property has no neighboring homes. One
3 side is the marsh and the other side is the
4 trail."

5 And Criteria I: Granting of the
6 variance does not substantially conflict with the
7 comprehensive plan or the purposes of this
8 ordinance.

9 Granting of the variance may not
10 substantially conflict with the comprehensive
11 plan or the purposes of this ordinance.

12 Per the applicant's letter of intent:
13 "Granting this variance we believe will not
14 conflict with the comprehensive plan or the
15 purposes of the ordinance due to the shifting of
16 this home into the side setback to allow for a
17 better design and functionality of a very
18 difficult lot to put a desirable home on."

19 The Board of Zoning Appeals may approve,
20 approve with conditions or deny Case No.
21 BZA25-000003 at 129 Blue Heron Pond Road, and
22 again, this is a variance request for the
23 reduction of the required 20-foot side setback
24 and required 20-foot rear critical line setback
25 by approximately 208 square feet. This concludes

1 staff's review.

2 MR. CASSIDY: Thank you, Dan.

3 Questions for Dan?

4 MR. FARABEE: Dan, can you give us
5 a timeline of ownership on this and the
6 applications and who's doing what on this? It's
7 just kind of confusing because it was resold on
8 the 13th. Obviously you can't design this house
9 in 30 days and get it approved by ARB, I don't
10 think, so could you kind of give us the trail of
11 who did what?

12 MR. VINCENT: I'll give you a
13 timeline from staff's perspective, and then we'll
14 refer to the applicant for his timeline. When
15 staff was doing their staff review, we noticed on
16 Charleston County records, the last record of the
17 property, sold record of the property, was back
18 in January of 2021. We received a letter a
19 couple days after posting the materials from a
20 neighbor who notified us of a new deed that was
21 dated January 13th, 2025, which was not updated
22 in the county's records. So staff was mistaken
23 in that the property was acquired in 2021.
24 Substantially, we fixed our staff review. In
25 terms of design, I'll leave that up to the

1 applicant, but they did apply for the variance in
2 January of 2025, if that helps.

3 MS. O'LEARY: So somebody bought it
4 in 2021 and sold it, am I understanding this
5 correctly, and then 30 days later it's coming to
6 us for a variance, so it's a new purchase,
7 purchase of the lot with the plans, is that --

8 MR. VINCENT: I'll defer to the
9 applicant on that.

10 MS. O'LEARY: Okay.

11 MR. CASSIDY: Dan, you sent us some
12 material on a restrictions and covenants of The
13 Preserve. Am I correct that those restrictions
14 and covenants are enforced by the ARB.

15 MR. VINCENT: That is correct. We,
16 as a town, do not enforce covenants or
17 restrictions. We do require the property owner
18 to submit an affidavit, signed affidavit; that
19 affidavit states they understand and abide by the
20 covenants and restrictions.

21 MR. CASSIDY: Other questions for
22 Dan?

23 Okay. Thank you, Dan.

24 We'll hear from the applicant now.

25 MR. LORENZO: Thank you. Good

1 afternoon. I'm Leo Lorenzo with Camens
2 Architectural Group, representing our firm and
3 the applicant. To answer your question regarding
4 the timeline on this, this has been a project
5 that's been in the works for quite a while. We
6 originally had an owner that was going to build a
7 spec house on this property. We started with him
8 around two years ago. We designed several
9 renditions for this property, went back and forth
10 with the ARB several times to get a design that
11 was acceptable with the ARB. But since then,
12 unfortunately, the owner that we originally
13 designed the house for, his company unfortunately
14 folded, and somebody else bought the property
15 knowing -- with the plans that was already
16 approved from the ARB back in January. Then
17 that's when we are coming to you-all for the
18 variance on the side setback. I hope that
19 answers the question of timeline.

20 MR. FARABEE: The current owner is
21 GSB Holdings?

22 MR. LORENZO: Yes, sir.

23 MR. FARABEE: In the write-up it
24 said that the owner is 129 Blue Heron Pond, LLC.

25 MR. LORENZO: That I am not sure

1 about. I would have to get clarification from
2 that -- on that.

3 MR. VINCENT: So that 129 Blue
4 Heron Pond, LLC, that was the previous owner back
5 in 2021.

6 MR. FARABEE: Oh, the one who
7 folded.

8 MR. LORENZO: Yes.

9 MR. VINCENT: Yes. We'll correct
10 that.

11 MR. LORENZO: I apologize. I
12 didn't know it by the company name. I only knew
13 it by the gentleman's name.

14 MR. FARABEE: Well, is GSB Holdings
15 the current owner?

16 MR. LORENZO: Yes, sir.

17 MR. FARABEE: And they intend to
18 build this house but not live in it; is that what
19 you're telling me?

20 MR. LORENZO: Correct.

21 MR. FARABEE: They're going to sell
22 it off. So you're building a spec house.

23 MR. LORENZO: Yes, sir.

24 MR. LEWIS: When I put the address
25 into my browser in realtor.com, it comes up with

1 a house already there, 20 pictures, a price.

2 MR. LORENZO: I assure you there's
3 no house there.

4 MR. FARABEE: I know. Whether it's
5 a coincidence, whatever, it shows the square
6 footage, price, it shows 3,990 square feet, four
7 bedroom, four bath -- four and a half bath.

8 MR. LORENZO: The only thing I can
9 think is that they put some marketing material
10 together to try to sell it.

11 MR. LEWIS: They're good pictures.

12 MR. LORENZO: We did some
13 renderings of the house and that, you know,
14 outside, so I'm assuming that's what they put on
15 there; yes, but the house is not built.

16 MR. HANAN: (Inaudible.)

17 MR. LORENZO: There were a lot of
18 other renditions. We originally designed the
19 house as a smaller house, smaller to fit within
20 the setbacks, and we had it as a front-loading
21 house, you know, for the garage. And what -- you
22 know, then the ARB, what they required was for us
23 to try to switch it to a side-loading garage and
24 not have the garage on the front elevation of the
25 house. So that's why, when we went through that,

1 and also to get the single car parking there, you
2 know, we could only get the single car versus the
3 required two car parking off street; but when we
4 switched the garage to the side versus the front,
5 that's when we went to the ARB and they, you
6 know, said, well, we'll go into the side setback
7 to accomplish the side loading garage.

8 MR. FARABEE: Is the ARB going to
9 talk about this one?

10 MS. HAYES: Not in that much
11 detail.

12 MR. FARABEE: Okay. Maybe when
13 he's done I have a question for you.

14 MS. O'LEARY: Leo, the other
15 setback, as small as it is, that pool is setting
16 back into the marsh water.

17 MR. LORENZO: I looked back -- I
18 looked at that. We can pull that pool in.

19 MS. O'LEARY: That's a really
20 tenuous marsh back there in back of the house,
21 and even the side of the house. You know,
22 they're redoing that whole Killdeer Pond Trail
23 because it's a mess because the water goes over
24 that bridge when we have any type of heavy rain,
25 so that's a definite concern.

1 MR. LORENZO: So, yes, but the
2 pool, that can be pulled back even 2 feet to be
3 within the setback.

4 MS. O'LEARY: And there wasn't any
5 way to slide the house to go back to make it more
6 narrow so that you're not needing the other
7 variance for the side of the house, I mean --
8 because you've already -- you already did some
9 with a smaller home, and it was still within the
10 requirements of The Preserve but then to make --
11 this is all because you had to accommodate the
12 parking on the side?

13 MR. LORENZO: Well, and also to be
14 able to swing into a side-entry garage.

15 MR. HANAN: But you do have
16 drawings that do meet the requirements of that
17 lot.

18 MR. LORENZO: Yes. They're very
19 old renditions, yes, but like I said, it has a
20 front-loading garage on those.

21 MR. HANAN: I understand.

22 MR. CASSIDY: Are you familiar with
23 Ms. McIlvain's comments?

24 MR. LORENZO: Yes, I did see them.

25 MR. CASSIDY: She makes a point

1 about clear-cutting which I couldn't quite get.

2 Can you comment on that?

3 MR. LORENZO: I don't know if she
4 meant, you know, the clear-cutting down along the
5 trail, but our landscape plan shows that we are
6 going to leave the existing vegetation along
7 there and then also add any additional vegetation
8 for screening on that side of the house as well.

9 MS. O'LEARY: The other comment,
10 Leo, was that it had said that there were no
11 neighbors to the west because that was the trail,
12 but there's actually a neighbor on the other side
13 of the trail.

14 MR. LORENZO: There is, but normal
15 circumstances, when you have obviously two lots
16 next to each other, the homes are roughly 40 to
17 45 feet apart; but with the addition of the
18 leisure trail, I put a scale on it, and we're
19 probably about 75 feet between homes.

20 MR. CASSIDY: Other questions for
21 Mr. Lorenzo?

22 Okay. Thank you, sir.

23 MR. LORENZO: Thank you.

24 MR. CASSIDY: I'd ask if there are
25 any members of the public who would like to speak

1 to this.

2 MR. FARABEE: Excuse me. First I
3 have a question of the Architectural Review
4 Board.

5 MR. CASSIDY: Sure. Could you step
6 up for a second, and then we'll get to your
7 comments. I apologize.

8 Go ahead, Ben.

9 MR. FARABEE: There's a statement
10 there that the owner makes that the need for the
11 variance was due to the result in the ARB asking
12 that the house be used -- that the house be into
13 the side setback for design criteria and
14 functionality, not a request by the owner. Is
15 that a typical effort of the ARB?

16 MS. HAYES: I -- that's a large
17 question. What I can do is speak to this
18 submittal which, you know, there was a reference
19 to the covenants and restrictions for The
20 Preserve, which the ARB upholds, and those do
21 represent that there is a preservation zone at
22 the front of the property, as well as a selective
23 clearing zone at the rear of the property and a
24 stormwater filter buffer along that critical
25 line. So I don't recall, personally, having seen

1 a front-loaded garage for this property, but I do
2 imagine, if we had seen that, we would have said,
3 it is not compatible with the covenants and
4 restrictions and preservation of all the material
5 within that front preservation zone.

6 What I also recall is that -- so if you
7 cannot have paving, you know, that is 40 feet
8 wide at the front of the house, then you by
9 default have to come in from the side. You
10 cannot come in from the leisure trail side, so
11 that leaves only one other place to come in with
12 your driveway and your garaging. What I do
13 recall from the review is that the guest parking
14 and the paving in some previous submittals was
15 originally within the critical line buffer area,
16 which to us is a much more sensitive area than an
17 area of narrow width along the side setback and
18 the leisure trail which has the 75 feet between
19 neighbors so that the variance along that side
20 could be much easier to buffer and have less
21 impact on the site than a variance into the
22 critical area, which we don't -- you know, we
23 don't feel that we are allowed to approve impact
24 within the critical zone.

25 MR. FARABEE: So how did you

1 compromise your design criteria and functionality
2 in order to get within the setbacks, how did you
3 consider that?

4 MS. HAYES: Those words are not my
5 words.

6 MR. FARABEE: I understand, but the
7 owner said they are the ARB's words.

8 MS. O'LEARY: Right. And the owner
9 is welcome to answer that question through his
10 representative. I'm not able to do so.

11 MR. FARABEE: Okay. But what
12 you're telling me is you're maintaining your
13 design criteria and functionality, and we've got
14 to give up our variance standards so you can meet
15 your standards; is that what you're saying with
16 this house?

17 MS. HAYES: That is not what I am
18 saying, no. I am saying that the ARB approved
19 this setback variance, and I'm here to support
20 it. I believe that the unique conditions of this
21 site warrant a small amount of setback variance
22 for the property.

23 MS. O'LEARY: But, in essence, you
24 are giving and taking because of a comment that
25 you had said that there is 75 feet between this

1 house and the next house with the leisure trail
2 in between, so it's okay to ask for that variance
3 on the side of the house; but you're more worried
4 about the critical line instead of trying to
5 actually fit the home into a different -- I mean,
6 it said on response I that -- want to make sure I
7 say this correctly -- "the ordinance due to the
8 shifting of this home into the side setback to
9 allow for a better design and functionality of a
10 very difficult lot to put a desirable home on."
11 So maybe instead of looking at building a
12 desirable home, if we had looked at building
13 within the appropriate lot lines because it's
14 like your robbing Peter to pay Paul.

15 MS. HAYES: Well, I don't know that
16 I can agree with that statement. I think the ARB
17 is very judicious and looks for extraordinary
18 circumstances when it is considering setback
19 variances, and the critical line encroachment and
20 the pie-shaped nature of the lot we believe
21 warrant setback variances on this property.

22 MR. CASSIDY: Thank you, ma'am.

23 Other questions?

24 Yes, ma'am.

25 MS. LEIMAN: Good afternoon. My

1 name is Andrea Leiman. My husband and I reside
2 at -- full-time at 128 Blue Heron Pond Road,
3 directly across the street from this lot. My
4 family began vacationing on Kiawah in the 1980's.
5 We spent summers exploring the island, imagining
6 where we might want to live one day. As The
7 Preserve was developed and with the effort to
8 maintain respect for the natural beauty of the
9 island, this neighborhood was an irresistible
10 choice in our future planning.

11 So in 2015 we purchased a lot which does
12 back onto the marsh of Blue Heron Pond. It had
13 limitations to the size and shape of the house.
14 In our purchase contract we had 30 days to see if
15 we could design a home we wanted within the
16 constraints of the size, shape and location of
17 the lot. We worked with an architect to design
18 such a home which required some size and design
19 adjustments in order to conform to the
20 development rules. It never would have occurred
21 to us to try to change the rules to accommodate
22 what we might want to build because, by
23 definition, the variance would have negatively
24 impacted the natural surroundings, that is, it
25 would have impinged on the marshland and their

1 natural coverage of the lot.

2 We have lived across the street from 129
3 for over seven years, assuming it would never be
4 developed, given its size, shape, water coverage
5 and location adjacent to the nature trail. The
6 trail on the other side of the road has
7 KICA-owned buffer land at the entrance which adds
8 to the beauty and overall appeal. Thus, we all
9 have anticipated that KICA would protect the
10 entrance to this trail. These trails are used
11 continuously by residents and visitors alike. In
12 fact, KICA is now working on enhancing this trail
13 right next to Lot 129, as it is used so
14 frequently and enjoyed by so many. We had
15 naturally expected the area to be left untouched,
16 so we were stunned in 2021 to find that the lot
17 was actually purchased.

18 The limitations of building on this lot
19 are not hidden. Professional investors purchased
20 this lot in 2021 and then more in 2025 last
21 month, and they knew or should have known the
22 risks inherent in developing such a ridiculous
23 lot. Instead of being respectful of the
24 neighborhood and the natural beauty of The
25 Preserve, they are trying to enlarge the size of

1 the home, clearly in order to maximize the profit
2 from the purchase of this lot.

3 It is disturbing that the present
4 owners, GSB Holdings, paid \$1 million for this
5 lot last month. This is four times what it was
6 sold for three years ago -- or four years ago.
7 The piece of -- the price of a larger lot on the
8 same side of Blue Heron Pond Road sold a couple
9 months ago, which is larger and more conforming,
10 and that sold for \$600,000.

11 The covenants of The Preserve state that
12 building coverage is supposed to be no more than
13 actually 30 percent of the lot. The developers
14 of this lot are requesting a variance for lot
15 coverage of almost 34 percent. This is totally
16 unacceptable.

17 It is vital to note that the developers
18 are already marketing, as somebody mentioned, a
19 house online prior to receiving this variance
20 with a price tag of \$5.2 million. The home
21 description on the website includes a pool and
22 claims it has great views of Blue Heron Pond.
23 The house, in fact, is across the street from
24 Blue Heron Pond. It is in fact --

25 MR. CASSIDY: You're over the three

1 minutes. I'd ask you to wrap up.

2 MS. LEIMAN: Okay. Just a minute.

3 So it's on the back of Killdeer Pond.
4 Just because you want something doesn't mean you
5 should have it. The developers knew full well
6 the limitations of this lot. Their cavalier
7 attitude toward the neighborhood are shocking,
8 and stating that, quote, encroaching the side
9 setback is only visible from the Kiawah Island
10 trail reflects their callous and dismissive
11 attitude towards The Preserve and all of us who
12 live there and use it. Denying the extreme
13 negative impact by building out on the back and
14 side of this lot is misrepresentative and
15 disrespectful. I respectfully request you deny
16 any variance of this lot.

17 MR. CASSIDY: Thank you, ma'am.
18 Appreciate it.

19 Other comments from the public?

20 Yes, sir. Please go to the podium.

21 MR. BRODY: Hi, I'm Steven Brody.
22 My wife and I live at 140 Blue Heron Pond Road.
23 Thank you for giving me the opportunity to speak.

24 When my house at 140 was designed and
25 approved by Mr. Lorenzo and Ms. Hayes, I was

1 specifically told that my lot coverage couldn't
2 be more than 30 percent. I'm not quite sure
3 where 33 or 34 percent came from now, but I made
4 sure my house, on the advice of the Camens firm,
5 was firmly at 30 percent. Also, my garage is a
6 front-loading garage, which is not really within
7 the design guidelines of The Preserve, but in
8 order to make our house fit on our lot, we were
9 given permission to have a front-loaded garage
10 because of constraints of our lot which weren't
11 even on our plat or site plan. They were
12 actually conditions that were imposed after we
13 purchased the lot. So I think the idea of not
14 having a front-loading garage is a specious
15 argument. I don't think it's really true.

16 The other thing that I would point out,
17 in the September 2016 Preserve Design Guidelines,
18 Section 3 specifically states that the lot
19 coverage in The Preserve is 30 percent, not 34
20 percent.

21 I also would point out that this lot
22 is -- probably never should have been a lot. I
23 think it's a lot only because the original
24 developers, probably due to maybe their
25 insatiable greed, took any piece of land they

1 could get and were going to shove a house on
2 there. This lot is a very unusual shape. It's a
3 very undesirable lot, and the truth is just
4 because you want to put a four-bedroom, 4,000
5 square foot house on it so you can sell it for \$5
6 million clearly shows that somebody's trying to
7 create an undue profit from this property.

8 Regarding Section C of the variance
9 request, it is only a hardship if you want to
10 build an inappropriate house on a poorly situated
11 lot. The lot does not support the design of
12 Mr. Camens and Mr. Lorenzo. Thank you.

13 MR. CASSIDY: Thank you, sir.

14 Yes, sir.

15 MR. HEALY: Good afternoon. My
16 name is Joseph Healy. I live at the end, 152
17 Blue Heron Pond Road. I really just want to
18 comment on three things regarding the criteria.
19 One, the uniqueness of their property. Well, we
20 have a very thin piece of property with a pond
21 behind us and a cul-de-sac, and we -- like all
22 architects, it's a balancing act, and we kind of
23 had to contort to get the house we wanted. But
24 in the end, we had to comply with the ARB and we
25 had to comply with the town rules; so we had no

1 exceptions, and the ARB actually, you know, gave
2 us a couple nos on a couple things we wanted to
3 do.

4 I also want to touch on F. This is a
5 professional investor. How can you say there's
6 no profit motive here? The bigger the house you
7 have, the more money you make. That's just very
8 simple.

9 And the last thing is on H, which is
10 that there's no neighboring home for the leisure
11 trail. The trails are actually one of the most
12 attractive elements of The Preserve. I mean,
13 Kiawah Real Estate highlights that.

14 So my wife and I -- in fact, I think
15 Mr. Farabee was over there inspecting the other
16 day as we were just finishing a walk. Those are
17 beautiful trails and, you know, if you bump up
18 right against it, in my opinion, you are taking a
19 very attractive resource and diminishing it.
20 Now, can you quantify that? No. But to me you
21 have a sacred duty to try as best you can to
22 respect the rules that we all agree to live under
23 when we signed our contracts. So thank you for
24 the opportunity to speak.

25 MR. CASSIDY: Thank you, sir.

1 Any other comments?

2 Yes, ma'am.

3 MS. HAYES: I don't want to belabor
4 anything, but I did just want to clarify a few
5 items that have come up. The first, regarding
6 lot coverage, the covenants and restrictions for
7 The Preserve say that maximum lot coverage is
8 approximately 30 percent. The ARB has been
9 consistent in applying 33 percent .0 maximum lot
10 coverage for all properties that are over 12,000
11 square feet, so this one is not a variance in
12 terms of lot coverage.

13 In addition, I would also say that the
14 ARB looks very carefully at -- again, at
15 variances and impact on neighborhoods and the
16 greater community and, you know, I would maintain
17 that the variance request that is being proposed
18 here will not have a perceivable impact on the
19 leisure trail and homeowners' use of it. Our
20 approval for planting between the actual trail
21 location and the side of the home is for a
22 multilayered and dense buffer so that the house
23 is embedded within vegetation and the trail can
24 continue to be enjoyed by owners. Thank you.

25 MS. O'LEARY: Can I just ask a

1 quick question?

2 MR. CASSIDY: Sure.

3 MS. O'LEARY: I thought you had
4 said that you approve up to 33 percent for lot
5 coverage, correct? Because it's approximately
6 30, you know. Okay. So I don't want to be a
7 nitpicker, but this is 33.99, so essentially we
8 are over even what you've allowed for.

9 MS. HAYES: Yes, I'm glad you
10 asked, and the answer to that question is, no,
11 they are not over what is allowed for. Could the
12 table have been more clearly labeled for clarity?
13 Possibly. So 33.0 percent is the maximum allowed
14 for primary lot coverage, which is all required
15 elements plus structure, okay. And then Town and
16 ARB allow for secondary lot coverage, which is
17 pervious nonrequired elements, which is what they
18 are including, which gives you then the total lot
19 coverage.

20 MS. O'LEARY: Okay.

21 MS. HAYES: Yes.

22 MS. O'LEARY: I see what you're
23 saying.

24 MS. HAYES: So you could have a
25 total lot coverage, actually, of 39.67, given

1 everyone's current guidelines and ordinances.

2 MS. O'LEARY: I just go back to
3 this is such, such a small lot that you're
4 putting this big house on that -- anyway, we've
5 all discussed it. Done.

6 MR. CASSIDY: Mr. Lorenzo, did you
7 want to make any further constituents?

8 MR. LORENZO: No, sir.

9 MR. CASSIDY: All right. That's
10 it.

11 MR. LEWIS: I have a question for
12 either staff or maybe even legal. How do the
13 covenants and restrictions for The Preserve
14 relate to what we look at? They don't supersede.

15 MR. MCQUILLAN: They don't
16 supersede, so the covenants and restrictions can
17 be stricter than what the Town requires, but they
18 can't be looser than what the Town requires.

19 MR. LEWIS: It's for our
20 consideration.

21 MR. MCQUILLAN: Yes.

22 MR. CASSIDY: With that I'll
23 entertain any motions that anyone would like to
24 make.

25 MR. HANAN: I'd like to make a

1 motion it be denied.

2 MR. CASSIDY: Morris, could I ask
3 you to specify which criteria?

4 MR. HANAN: First of all, by H,
5 because there's definitely a concern it's
6 contrary to public and neighborhood interest.

7 MR. CASSIDY: Is there a second?

8 MS. O'LEARY: Second.

9 MR. CASSIDY: Seconded by Lin.
10 Further discussion?

11 MR. FARABEE: I'd like to just
12 comment that, walking that trail, which is a
13 leisure trail, which is a very nice trail, I
14 agree with some of the comments here. That house
15 would be so close to that trail it would look
16 like walking through an alley, not walking
17 through a leisure trail. And the house on the
18 other side of the trail is quite a bit of
19 distance from the trail, and I think it would
20 look really funny and destroy the trail.

21 MR. CASSIDY: Other comments?

22 All right. If not, we'll vote then. An
23 aye vote is to deny the variance request.

24 Ben?

25 MR. FARABEE: Aye.

1 MR. CASSIDY: Jay?

2 MR. LEWIS: Aye.

3 MR. CASSIDY: Morris?

4 MR. HANAN: Aye.

5 MR. CASSIDY: Lin?

6 MS. O'LEARY: Aye.

7 MR. CASSIDY: And Frank, aye.

8 So it's unanimous. The request for the
9 variance is denied, primarily because of Criteria
10 H, the neighborhood interest.

11 Okay. With that we are done with
12 variance requests today. We have one further
13 thing on our agenda today, and that's our annual
14 review of our rules and procedure. I note that
15 we did a pretty extensive review of these rules
16 last year, so I don't have any comments or
17 changes to suggest. Does anyone want to talk
18 about any of that?

19 MR. FARABEE: I do.

20 MR. CASSIDY: Yes, sir, Ben.

21 MR. FARABEE: I do this every time
22 we review this, so with regard to the membership,
23 I think the five residents and two nonresidents
24 is a throwback to the time when there weren't
25 many residents here, and I think that we should

1 have seven residents on this committee that
2 are -- meet the criteria (inaudible).

3 When I owned my property -- I bought my
4 property eight years before we started building
5 here, and whether it was right or not, I had
6 little thought to what the hell was going on
7 here. I had my property, and I was happy with
8 that, and I wasn't interested in the day-to-day
9 kind of activity like I am now.

10 As a full-time resident, I believe
11 people are more interested in what's going on and
12 being more participated, they can view the lots
13 as we do when we go and consider these variances,
14 and I just think that a full-time resident can
15 make a better decision than a part-time resident.

16 MR. CASSIDY: Is there support for
17 that point?

18 Go ahead, Dan.

19 MR. VINCENT: Mr. Farabee, sorry to
20 interrupt, but it does say at least five of the
21 members shall be residents, but then again lower
22 it says the BZA may consist of as many as two
23 residents; so there can be as many as two but
24 there may not be any that are --

25 MR. FARABEE: I don't think there

1 should be any so it shouldn't be may.

2 MR. LEWIS: I would just offer my
3 personal -- I'm not here -- I'm here right at six
4 months, if that, having four kids in three other
5 states, none of which is South Carolina. I
6 travel quite a bit, so I make every effort to be
7 here but --

8 MR. CASSIDY: Do you vote here,
9 Jay?

10 MR. LEWIS: No, I do not. That's a
11 tax question at this point. But very soon. I'm
12 down to my last kid. Once I get them off the
13 payroll, then yes.

14 MS. O'LEARY: They're never off the
15 payroll.

16 (Overlapping dialogue.)

17 MR. CASSIDY: I appreciate Ben's
18 point here. I can picture, though, a property
19 owner that, where this is their main secondary
20 residence and I think who would have just as much
21 desire to keep track of the way things are going
22 here as a resident would, but I understand the
23 point. We can certainly vote to change if others
24 agree with this.

25 MS. O'LEARY: It's like a

1 double-edged sword. I agree with what you say,
2 some part-time owners have as much of an
3 investment as a full-time owner, and Jay's a
4 perfect example of that, but it says may. We
5 don't have to have that, you know, I guess.

6 (Overlapping dialogue.)

7 MR. HANAN: It's loose enough the
8 way it is.

9 MS. O'LEARY: It's loose enough,
10 but the majority of us are full-time.

11 MR. CASSIDY: I think everybody
12 here, possibly, with the exception of Jay.

13 MR. LEWIS: It's nothing personal,
14 just my situation.

15 MR. CASSIDY: Shall we leave it for
16 the moment?

17 MR. FARABEE: Pardon me?

18 MR. CASSIDY: Are you okay with
19 leaving it as it is?

20 MR. FARABEE: Well, you're going to
21 outvote me.

22 MR. CASSIDY: Looks like it.

23 MR. FARABEE: I'm just saying, I
24 voiced it last time and the time before and the
25 time before. I feel strongly about it, and I

1 will voice it again next year.

2 MR. CASSIDY: Fair enough.

3 MS. O'LEARY: Can I just ask a
4 quick question? Where do we stand with the other
5 two members?

6 MR. TAYLOR: So our last two
7 members who are not present at this meeting,
8 they, as you you-all may be aware, I shared a
9 communication that they were not reappointed, as
10 we wanted to advertise those positions to the
11 community. We have advertised those positions to
12 the community. Have not gotten any additional
13 interest, so we anticipate that they will be
14 returning, and it's slated for the March Town
15 Council agenda for reappointments.

16 MS. O'LEARY: And do we have March
17 schedules? Do we have applications?

18 MR. VINCENT: We have one, yes.

19 MR. TAYLOR: One case for next
20 month.

21 MR. CASSIDY: So there will be a
22 March meeting and Phil and Larry will be back
23 with us at that time.

24 MR. LEWIS: Has the schedule for
25 the rest of the year been published?

1 MR. CASSIDY: Yes. I have it here,
2 Jay.

3 MR. TAYLOR: I think we probably
4 created a hard copy for you-all last meeting. We
5 can re-share the full schedule out so you have
6 it.

7 MR. LEWIS: I apologize. I didn't
8 see that.

9 MR. CASSIDY: Okay. Anything else
10 before we adjourn?

11 All right. Thank you all very much.

12 (Overlapping dialogue.)

13 MR. CASSIDY: We need a motion to
14 adjourn.

15 MS. O'LEARY: Motion to adjourn.

16 MR. HANAN: Second.

17 MR. CASSIDY: All in favor?

18 (All indicate in the affirmative.)

19 (Hearing concluded at 2:40 p.m.)

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CERTIFICATE OF REPORTER

I, Ruth Mott, Registered Professional Reporter, Certified Realtime Reporter, and Notary Public for the State of South Carolina, do hereby certify that the witnesses in the foregoing hearing were duly sworn to testify to the truth, the whole truth and nothing but the truth in the within-entitled cause; that said matter was taken at the time and location therein stated; that the testimony of the witnesses and all objections made at the time of the hearing were recorded stenographically by me and were thereafter transcribed by computer-aided transcription, and that the foregoing is a full, complete and true record of the testimony of the witnesses and of all objections made at the time of the hearing.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal on March 25, 2025 at Moncks Corner, Berkeley County, South Carolina.

Reporter
Reporter
Ruth Mott,
Registered Professional
Certified Realtime

My Commission expires
December 19, 2034

WORD INDEX

< \$ >	18,178 38:25	< 3 >	75 54:19 56:18
\$1 61:4	19 76:18	3 63:18	57:25
\$5 64:5	1980's 59:4	3,153 39:2	7th 13:4 40:21
\$5.2 61:20	1994 6:3	3,990 51:6	< 8 >
\$600,000 61:10	< 2 >	30 8:16 39:5 47:9	8 31:2, 3
< 0 >	2 12:5 41:11 53:2	48:5 59:14 61:13	8,000 11:23
0 66:9	2:40 75:19	63:2, 5, 19 66:8	843-762-6294 1:17
< 1 >	20 24:20 39:21	67:6	< 9 >
1 39:16 41:10, 11	51:1	31st 10:23 39:25	95 31:6
1,601 10:9	2013 11:12 18:20	32.99 39:14	< A >
1.3 11:17	2015 59:11	33 39:11 63:3	abide 48:19
1:00 1:10	2016 63:17	66:9 67:4	able 53:14 57:10
10 24:21 26:10	2020 10:23 39:25	33.0 67:13	acceptable 49:11
31:3 32:5, 19	2021 47:18, 23 48:4	33.99 39:12 67:7	access 25:19
10-feet 23:1 26:7	50:5 60:16, 20	337 14:5	accommodate 25:24
10-foot 11:25 16:3	2023 12:2, 12 18:20	34 61:15 63:3, 19	26:25 53:11 59:21
22:23 26:8	21:7, 10	35 30:3	accommodating
11,919 10:8	2025 1:10 3:3, 25	35-inch 12:25	26:20 27:9
11,999 11:23	12:17 13:4 40:6,	13:18 14:24 34:15	accomplish 52:7
12 8:10	21 41:18 47:21	38 29:3	accurate 7:14
12,000 34:24 66:10	48:2 60:20 76:12	39.55 10:17 30:1	acquired 12:11
121 40:18	2034 76:18	39.67 67:25	18:19 40:5 47:23
12189 1:16	206 41:7	< 4 >	Act 6:3, 14, 24
12-63 39:17	208 38:19 46:25	4 13:22 41:3	64:22
12-66 12:6	20-foot 38:18 39:5,	4,000 64:4	actions 5:22 6:1
128 59:2	6 41:2, 10 42:4	4,200 29:3	18:16, 18, 24 21:2, 3
129 1:6 35:24	46:23, 24	4,957 39:14	45:7, 9
38:8, 13 46:21	217 13:9	40 10:17 54:16	activity 71:9
49:24 50:3 60:2, 13	219 1:4 9:10 10:1	56:7	acts 5:2
13,520 10:7	12:3 31:19 33:15	43 11:18	actual 24:17, 18
13.3 11:20, 22	221 13:14	45 54:17	66:20
13th 40:6 47:8, 21	24 1:10 3:3	488 9:25 14:6	add 35:16 54:7
140 62:22, 24	25 10:14 76:12	20:14	added 44:5
146 40:15	25,000 34:22	4th 12:2	addition 3:5 7:7
15 6:15 23:2 26:11	25-000002 9:20	< 5 >	26:20 54:17 66:13
15,025 39:1	20:12	5 13:22 14:3	additional 8:3 30:7
151 13:24	25-000003 38:8, 13	500 6:20	54:7 74:12
152 64:16	25-foot 10:15, 25	500-foot 40:16	Additionally 13:25
15-foot 9:24 10:14,	11:24, 25 12:8, 9	5-foot 23:3	41:8
24 12:8 13:21	40:2	< 6 >	address 9:13 12:20
14:2 20:13, 20	25th 41:18	6 14:2 22:22 23:2	24:5, 6 50:24
32:1 40:1	265-02-00-085 1:7	6-29-70 6:15	addressed 8:14
16 23:2	38:22	6-29-820 8:15	adds 60:7
162 39:15	265-16-00-236 1:5	< 7 >	adjacent 10:11
17th 12:17 41:17	10:3		13:7, 10 15:5, 16, 18
	28th 12:12		16:19, 23 17:2
	29422 1:16		
	2C 12:7		

18:13 42:1, 12, 15
43:17, 21 60:5
adjourn 75:10, 14,
15
adjusted 21:10
adjustments 59:19
administer 9:3
administrative 5:22
administrator 5:23
6:10 8:7
advance 18:22
adversely 19:2, 8
45:17, 23
advertise 74:10
advertised 74:11
advice 63:4
advisable 7:24
aerial 11:8 40:7, 9
affect 19:2, 8 45:17,
23
affidavit 48:18, 19
affirmative 75:18
affixed 76:12
afternoon 49:1
58:25 64:15
agenda 3:24 70:13
74:15
agent 7:10
ago 33:13 49:8
61:6, 9
agree 58:16 65:22
69:14 72:24 73:1
Agreement 11:13
22:16
ahead 55:8 71:18
alike 60:11
alley 69:16
allow 6:5 17:5, 13,
19 19:12 44:9, 15
46:16 58:9 67:16
allowable 10:16
25:10 39:11, 20
allowed 16:3 29:2
32:17 56:23 67:8,
11, 13
allows 12:24 20:7
43:24
Amended 11:12
amount 57:21

analysis 33:12
and/or 5:23
Andrea 59:1
announcement 6:16
annual 70:13
answer 32:25 34:2
49:3 57:9 67:10
answers 49:19
anticipate 74:13
anticipated 60:9
anyway 23:8 68:4
apart 54:17
apologize 50:11
55:7 75:7
appeal 6:10 8:6, 12,
15, 18 60:8
APPEALS 1:1 3:4
5:15, 18, 19, 21 7:21
8:14 17:11 20:10,
16 44:7 46:19
applicant 6:19, 25
7:10 8:16, 21, 24
9:11, 15, 20 12:14
14:10 20:19 23:19
24:2, 4 38:3, 14
41:14 47:14 48:1,
9, 24 49:3
applicant's 8:5, 11
15:1, 24 16:13
17:4, 23 18:9, 15, 18,
21 19:11 20:6
21:1 42:3, 22
43:11 44:1, 19
45:6, 9, 10 46:1, 12
application 5:24
6:20 16:6, 10, 14
31:25 38:2 43:4, 8
applications 47:6
74:17
apply 8:8 15:10, 13
23:11 42:9, 24 48:1
applying 66:9
Appreciate 62:18
72:17
appreciates 12:23
approach 25:1
29:24
appropriate 58:13

approval 12:17
20:16, 18 41:17
66:20
approve 7:18, 19
20:10, 11 33:15
46:19, 20 56:23
67:4
approved 8:5
12:18, 19 34:5
47:9 49:16 57:18
62:25
approximately 9:25
10:7, 8 13:22, 24
14:2, 5, 6 20:14
38:19, 25 39:12, 14,
15 41:3, 7, 10 46:25
66:8 67:5
April 12:12
ARB 12:22 27:22
28:3 33:15 45:12
47:9 48:14 49:10,
11, 16 51:22 52:5, 8
55:11, 15, 20 57:18
58:16 64:24 65:1
66:8, 14 67:16
ARB's 57:7
architect 59:17
Architects 9:23
64:22
Architectural 12:15,
24 33:10 34:11
38:16 41:15 49:2
55:3
ARDA 11:13, 15, 21
12:1, 13 16:1
18:20 21:6 22:25
area 7:25 13:2, 20
14:8, 25 15:3, 19
20:9 30:8 34:17
38:19 39:9 41:4
42:1, 15, 16, 24
56:15, 16, 17, 22
60:15
areas 10:22
argument 63:15
Article 12:5
aside 31:1
asked 3:21 37:18,
20 67:10

asking 45:12 55:11
aspects 18:2 44:23
assembled 7:15
asset 35:6
assist 7:3
Associates 11:14
assume 22:15
assumed 7:13 21:8
assuming 51:14
60:3
assumption 32:6
assumptions 33:2
assure 51:2
attach 7:21
attitude 62:7, 11
ATTORNEY 2:9
3:10
attractive 65:12, 19
August 10:23 39:25
authority 7:7
authorization 16:21
17:1 43:15, 20
authorized 8:2
available 3:12
avoid 25:4
aware 42:23 74:8
aye 4:9, 23 5:9
69:23, 25 70:2, 4, 6,
7

< B >
back 21:22 25:6
26:17 47:17 49:9,
16 50:4 52:16, 17,
20 53:2, 5 59:12
62:3, 13 68:2 74:22
balancing 64:22
based 6:1 15:23
22:10 38:2 42:20
bath 51:7
BCM 10:21, 25
39:9, 23, 25 40:2
41:9
beautiful 65:17
beauty 59:8 60:8,
24
bedroom 51:7
bedrooms 25:14
began 59:4

- behalf** 33:9
belabor 66:3
believe 27:7 33:17
 34:4 35:22 36:5
 46:13 57:20 58:20
 71:10
BEN 2:5 3:7 37:8
 55:8 69:24 70:20
benefit 19:16 26:18,
 19 32:17
Ben's 29:25 72:17
Berkeley 76:13
best 17:8 65:21
better 14:7 46:17
 58:9 71:15
beyond 22:23 26:6
 28:19
big 23:20 32:12
 68:4
bigger 22:5 28:25
 29:6 36:25 65:6
bit 21:3 32:9, 10
 34:7 69:18 72:6
black 41:4
blocking 25:19
Blue 1:6 38:8, 13
 40:15, 18 42:13
 46:21 49:24 50:3
 59:2, 12 61:8, 22, 24
 62:22 64:17
BOARD 1:1 2:1
 3:4 5:2, 14, 17 6:5
 7:3, 6, 8, 18, 20, 23
 8:13, 17, 24 12:15
 17:11 20:10, 15, 23
 33:10 34:11 36:10
 41:15 44:7 46:19
 55:4
board's 6:1
body 5:15 7:13
BOLEN 1:15
bottom 27:17
bought 22:11 30:16
 48:3 49:14 71:3
boundaries 17:16,
 22 44:12, 18
BOX 1:16
branching 35:4
bridge 52:24
- bringing** 28:22
brings 34:13
BRODY 62:21
browser 50:25
bubble 41:5, 12
buffer 10:24 40:1
 43:24 55:24 56:15,
 20 60:7 66:22
build 29:3 31:22
 49:6 50:18 59:22
 64:10
buildable 13:2, 20
 14:25 15:3 24:23
 25:10 34:17
building 7:23
 31:25 32:5 50:22
 58:11, 12 60:18
 61:12 62:13 71:4
built 15:25 51:15
bump 65:17
Bureau 10:20 39:8
business 3:13
BZA 3:11, 21 5:14
 7:5 8:10 9:19, 20
 14:12 18:7 20:11
 38:8, 13 45:3 71:22
BZA25-000002 1:4
BZA-25-000002 9:9
BZA25-000003 1:6
 46:21
- < C >
calculation 30:6
caliber 18:12
call 3:2 9:9
callous 62:10
Camens 38:16 49:1
 63:4 64:12
canopies 26:24
canopy 13:1 24:10
 26:20 28:17, 19
 34:18
car 52:1, 2, 3
carefully 66:14
Carolina 10:19
 39:7 72:5 76:4, 13
cars 26:1
CASE 1:4, 6 3:11
 7:4, 6, 10 8:2, 13, 20,
 22 9:2, 9, 19, 20
- 20:11 32:8 38:8,
 12 46:20 74:19
cases 3:6 5:19
CASSIDY 2:1 3:1,
 5 4:3, 4, 6, 11, 17, 22,
 25 5:7, 11 9:7
 20:22 21:12 22:20
 23:24 27:12 29:25
 31:12 33:4 35:13,
 21 36:1, 8, 14 37:5,
 12, 14, 16, 22 47:2
 48:11, 21 53:22, 25
 54:20, 24 55:5
 58:22 61:25 62:17
 64:13 65:25 67:2
 68:6, 9, 22 69:2, 7, 9,
 21 70:1, 3, 5, 7, 20
 71:16 72:8, 17
 73:11, 15, 18, 22
 74:2, 21 75:1, 9, 13,
 17
category 11:19
cause 5:25 76:6, 11
cavalier 62:6
CENTER 1:13
 15:2 24:22, 23
 28:21
central 24:7 25:25
 34:17
certain 6:6
certainly 72:23
CERTIFICATE
 76:1
certified 39:24
 76:3, 16
certifies 10:21
certify 76:4, 10
CHAIR 2:1, 4 3:5
 4:1, 3, 12
Chairman 9:19
chance 9:16
change 17:16, 21
 23:3, 5 24:15
 44:12, 17 59:21
 72:23
changed 31:9
changes 30:21
 70:17
character 7:22
 16:24 43:18
- CHARLESTON**
 1:16 11:8 12:10
 40:4, 9 47:16
chimney 30:24 31:2
chimneys 26:7
choice 28:5 59:10
choose 23:19
Circuit 8:14
circumstances
 14:13 33:18 38:5
 54:15 58:18
claims 61:22
clarification 37:22
 50:1
clarify 7:6 33:3
 66:4
clarifying 7:16
clarity 67:12
CLARK 1:15
clean 3:16
clear 3:16 24:13
clear-cutting 54:1, 4
clearing 55:23
clearly 61:1 64:6
 67:12
close 69:15
cloudy 29:16
Coastal 10:20 39:8
Code 6:14 8:15
coincidence 51:5
colored 14:8 30:4
come 3:20 9:12
 11:7 27:3 28:3
 32:11 35:7 40:14
 56:9, 10, 11 66:5
comes 33:3 50:25
coming 48:5 49:17
comment 13:13
 36:18 40:17 54:2,
 9 57:24 64:18
 69:12
comments 8:23
 9:14 11:5, 7 12:21
 33:5 35:14 40:12
 53:23 55:7 62:19
 66:1 69:14, 21
 70:16
Commission 76:17
committee 71:1
communication 74:9

community 66:16
74:11, 12
company 49:13
50:12
compared 16:19
compatible 56:3
compelling 14:15
complete 7:13 76:9
compliance 6:13
compliant 18:1
31:1 44:22
comply 64:24, 25
comprehensive
19:20, 23, 25 20:8
46:7, 10, 14
compress 29:14
comprised 15:6
compromise 57:1
computer-aided 76:8
concern 52:25 69:5
concerning 8:13
concert 16:17 20:8
concluded 75:19
concludes 20:21
46:25
condition 42:23, 24
conditions 6:6 7:19,
21 12:21 14:20, 23
15:9, 12 16:5
20:11, 18 23:10, 14
29:18, 22 41:21, 24
42:7 43:4 46:20
57:20 63:12
conducted 3:14
13:3 40:20
conflict 19:19, 23
46:6, 10, 14
conform 59:19
conforming 61:9
confusing 47:7
Congratulations
4:25 5:11
consider 7:24 18:7
20:16 33:21 45:3
57:3 71:13
consideration 22:12
34:14 68:20
considered 7:11
18:5 21:6 22:12
45:1

considering 18:8
45:4 58:18
consist 71:22
consistent 32:12
66:9
consists 10:10 39:1,
3
constituents 68:7
constraints 59:16
63:10
contained 6:2, 6
containing 42:16
continue 4:3, 13, 15
12:18 28:17 66:24
continuously 60:11
contort 64:23
contract 59:14
contracts 65:23
contrary 19:1, 7
45:16, 22 69:6
copy 75:4
corner 25:18 76:13
corollary 32:18
Correct 21:23
22:19, 23, 24 23:2, 6,
17 31:10 48:13, 15
50:9, 20 67:5
correctly 48:5 58:7
cost 32:22
Council 74:15
counsel 76:11
County 11:8 12:10
40:4, 9 47:16 76:13
county's 47:22
couple 24:5 47:19
61:8 65:2
Courier 6:16
Court 8:14, 19
covenants 48:12, 14,
16, 20 55:19 56:3
61:11 66:6 68:13,
16
coverage 10:16, 17
30:2, 5 39:11, 12, 13,
21 60:1, 4 61:12, 15
63:1, 19 66:6, 7, 10,
12 67:5, 14, 16, 19,
25
create 64:7
created 75:4

criteria 14:18 15:9
16:5, 21 17:11
18:3, 14, 25 19:18
20:25 38:3 41:19,
20 42:7 43:3, 15
44:7, 24 45:5, 13, 15
46:5 55:13 57:1,
13 64:18 69:3
70:9 71:2
critical 10:22, 25
38:19 39:8, 23
40:2 41:10 42:1, 4,
15 43:1, 13 46:24
55:24 56:15, 22, 24
58:4, 19
CRR 1:15
cul-de-sac 64:21
current 4:12 9:13
15:23 16:14, 16
42:21 49:20 50:15
68:1
currently 10:6
13:11 38:24
cut 27:23 28:18

< D >
Dan 3:8 9:10, 17
20:22, 23, 24 21:13
22:20 23:25 24:1
36:3 38:10 47:2, 3,
4 48:11, 22, 23
71:18
DANIEL 2:8 37:24
data 7:14
DATE 1:10
dated 10:23 39:25
47:21
day 29:16 59:6
65:16
days 6:15 8:16
47:9, 19 48:5 59:14
day-to-day 71:8
deal 24:11
December 12:2
18:20 21:10 76:18
decided 25:2 36:22
decision 6:9 8:7, 13,
17 71:15
decisions 5:22

declaration 6:22
deed 47:20
deeper 21:4
default 56:9
defer 8:2 48:8
definite 52:25
definitely 69:5
definition 59:23
demonstrate 38:4
denied 37:20, 21
69:1 70:9
dense 66:22
deny 7:19 20:11
36:12, 15 37:8, 10,
19 38:1 46:20
62:15 69:23
Denying 62:12
Department 10:19
39:7
deprives 8:18
description 61:21
design 12:18, 24
15:6 17:6 18:1
19:12 20:3, 7, 9
25:1 30:12 33:13
34:19 42:6 44:22
45:13 46:17 47:8,
25 49:10 55:13
57:1, 13 58:9
59:15, 17, 18 63:7,
17 64:11
designated 6:17
designed 11:15
17:25 35:1 44:21
49:8, 13 51:18
62:24
designs 24:8 34:12
desirable 46:18
58:10, 12
desire 32:14 36:18
72:21
despite 13:1
destroy 69:20
destroyed 26:24
detail 52:11
determinations 13:5
detriment 16:22
17:2 43:16, 21
devalue 32:19

developed 13:9 17:9 19:15 31:4 33:25 59:7 60:4	due 45:11 46:15 55:11 58:7 63:24	66:24	expiration 12:1 18:19 21:8, 9, 18 22:16, 25 23:1
developers 61:13, 17 62:5 63:24	duly 76:4	enlarge 60:25	expirations 12:12
developing 60:22	Dunes 1:4 9:10 10:2 12:3 13:9, 14 15:16 31:19 33:15	ensures 35:5	expired 21:21
Development 11:12 12:23 16:15 22:16 34:9 59:20	duty 65:21	entered 7:12	expires 76:17
developments 33:22	< E >	entertain 3:25 4:13 5:2 36:9 68:23	expiring 21:6
dialogue 72:16 73:6 75:12	early 24:8	entirely 19:13 31:5	explain 5:13
different 24:25 31:5 58:5	easier 56:20	entrance 60:7, 10	exploring 59:5
difficult 34:19 42:6 46:18 58:10	easily 26:8	environment 27:9	express 31:20
difficulty 14:14	East 13:8, 19, 22, 24 27:17	Environmental 10:20 20:4 39:7	extend 17:15, 20 44:11, 16
diminishing 65:19	effect 7:16 17:12 44:8	especially 16:19	extending 43:14
direct 8:23 18:11 22:1	effectively 16:7 43:6	essence 57:23	extends 42:5 43:1
directive 27:25	efficiency 20:4	essentially 67:7	extensive 70:15
directly 59:3	effort 27:2, 7 28:5 32:10, 22 55:15 59:7 72:6	established 5:16 7:24	extraordinary 14:19, 22 23:13 33:18 38:5 41:20, 23 58:17
DIRECTOR 2:8 3:10 5:2	efforts 28:7 29:17	establishment 17:13, 19 44:9, 15	extreme 62:12
disapproved 8:12	eight 71:4	Estate 65:13	< F >
discussed 68:5	either 9:2 68:12	events 76:11	fact 18:3 32:3 44:24 60:12 61:23, 24 65:14
discussion 4:8, 18, 20 5:8 36:16 37:6 69:10	election 3:25	eventually 37:2	fact-finding 6:13
dismissive 62:10	Element 20:1	everybody 4:11 73:11	failed 38:4
disrespectful 62:15	elements 15:7 26:14 65:12 67:15, 17	everyone's 68:1	Failure 8:17
distance 69:19	elevation 51:24	evidence 7:4, 11	Fair 74:2
District 10:4 12:7 15:16, 18, 21 16:24 17:14, 16, 20, 22 38:23 42:12, 14, 19 43:18 44:10, 12, 16, 18	embedded 66:23	exactly 11:6 34:9 36:19	familiar 53:22
disturbing 61:3	empowered 7:18	example 73:4	family 10:1 13:18, 21 20:15 59:4
Division 12:5	Enabling 6:3	exception 6:11 30:24 73:12	far 28:19 43:1
doing 5:20 29:5 47:6, 15	encroach 14:1, 25 28:8	exceptions 5:20 6:5 8:9 65:1	FARABEE 2:5 3:7 21:14, 24 22:13, 17 27:22 28:2, 7, 24 29:8, 15 36:17 37:10 47:4 49:20, 23 50:6, 14, 17, 21 51:4 52:8, 12 55:2, 9 56:25 57:6, 11 65:15 69:11, 25 70:19, 21 71:19, 25 73:17, 20, 23
double-edged 73:1	encroaches 13:21 41:2, 9	Excuse 55:2	favor 4:9, 10, 22, 24 5:9, 10 75:17
downsize 28:8, 15	encroaching 44:2 62:8	exemption 8:6	features 7:22
drawings 53:16	encroachment 13:23 14:6 41:6, 11 58:19	Exhibit 11:17, 20, 22	FEBRUARY 1:10 3:3 13:3 40:20
drawn 22:14	encroachments 14:4 15:23 42:20	exhibits 20:19	
drew 22:11	enforce 48:16	exist 14:13	
driver 25:15	enforced 48:14	Existing 15:21 42:19 54:6	
driveway 56:12	enhancing 60:12	expand 27:7 28:17	
drove 25:8	enjoyed 60:14	expands 28:19	
		expansion 25:8	
		expectations 32:3	
		expected 60:15	
		expedite 8:25	

feel 7:5 56:23
73:25
feet 6:20 9:25
10:8, 9, 10, 14 11:23,
24 13:22, 25 14:3, 5,
6 20:14 22:22
29:3 32:5, 19
34:23, 24 38:20
39:1, 2, 5, 14, 16
41:3, 7, 12 46:25
51:6 53:2 54:17,
19 56:7, 18 57:25
66:11
file 8:18
filed 8:16
filter 55:24
final 12:16 35:9
38:12 41:16
find 60:16
finishing 65:16
firm 49:2 63:4
firmly 63:5
First 3:24 9:10, 19
26:13 28:13 29:5
30:9, 11 33:20
55:2 66:5 69:4
fit 29:9, 10, 11, 18
30:19 36:22 51:19
58:5 63:8
fitting 29:21
five 70:23 71:20
fixed 47:24
flexibility 20:2
floor 25:14 29:4, 5
folded 49:14 50:7
FOLDS 31:18, 19
folks 31:24 35:19
Following 12:1, 21
13:4 20:17
foot 23:2 31:2
41:11 64:5
footage 51:6
footprint 15:8 25:9
29:21 32:5
foregoing 76:4, 9
form 27:10, 11
forth 49:9
forward 12:20
four 51:6, 7 61:5, 6

72:4
four-bedroom 64:4
FRANK 2:1 3:4
4:3 37:25 38:11
70:7
frankly 32:23
Freedom 6:14, 23
frequently 60:14
front 10:13 11:24
12:8 13:6 25:6, 18,
20 39:5 51:24
52:4 55:22 56:5, 8
front-loaded 56:1
63:9
front-loading 51:20
53:20 63:6, 14
full 13:1 62:5 75:5
76:9
full-time 59:2
71:10, 14 73:3, 10
functionality 45:14
46:17 55:14 57:1,
13 58:9
funny 69:20
further 4:8, 17 5:7
7:5 36:16 37:5
68:7 69:10 70:12
76:10
Furthermore 10:24
18:1 19:15 40:1
44:22
furthest 14:3 22:21
future 59:10

< G >
gain 32:17
garage 51:21, 23, 24
52:4, 7 53:14, 20
56:1 63:5, 6, 9, 14
garaging 56:12
gathering 7:4
general 8:1 11:20,
22 14:16
generally 15:10, 13
23:11 42:9
gentleman's 50:13
GIS 11:8 40:9
give 47:4, 10, 12
57:14

given 21:17 32:22
33:1 60:4 63:9
67:25
gives 67:18
giving 57:24 62:23
glad 67:9
go 8:8 21:3 25:5
26:14 34:25 52:6
53:5 55:8 62:20
68:2 71:13, 18
Goal 20:1
goes 22:23 52:23
going 5:20 22:7
24:13 36:25 37:2,
3, 4 38:1 49:6
50:21 52:8 54:6
64:1 71:6, 11
72:21 73:20
good 16:23 17:3
19:17 26:13 37:22
43:17, 22 48:25
51:11 58:25 64:15
gotten 74:12
governed 11:11
Government 6:2
grade 24:21
grand 13:18 14:24
15:2 16:18 19:16
23:16 24:12 34:20
35:10
grandfathered
21:15, 17
grant 5:16 6:8, 10
14:12 17:12 22:6
38:6 44:8
granted 5:24 8:10
12:16 14:17 18:5
41:17 45:1
granting 7:20
16:25 17:18 18:25
19:6, 18, 22 43:19
44:14 45:15, 21
46:5, 9, 13
great 24:11 61:22
greater 16:4 19:17
26:12 34:22, 23
43:24 66:16
greed 63:25
grounds 18:5 45:1

Group 38:16 49:2
grove 25:21
GSB 38:14 40:5
49:21 50:14 61:4
guess 22:7 29:20
30:15 73:5
guest 25:14 56:13
guidelines 12:22
16:1 63:7, 17 68:1
guys 30:10

< H >

half 51:7
hall 3:13
HANAN 2:4 3:7
4:2, 16 5:6 23:4
30:20 36:13 37:15
51:16 53:15, 21
68:25 69:4 70:4
73:7 75:16
hand 3:19 9:5
76:12
happening 26:4
happy 27:6 32:25
71:7
hard 75:4
hardship 5:25
43:12 64:9
hardships 14:14
harmed 16:25
43:19
harmony 19:4, 9
45:19, 24
HAYES 33:8, 9
52:10 55:16 57:4,
17 58:15 62:25
66:3 67:9, 21, 24
health 8:1
HEALY 64:15, 16
hear 8:19, 22 9:10
48:24
heard 5:21 7:3
hearing 3:6 6:12,
15 75:19 76:4, 7, 10
heated 28:15
Heather 9:22 24:3
33:12
heavy 52:24
height 15:5 24:19

- 28:22
held 31:5
hell 71:6
helps 28:25 48:2
hereunto 76:12
Heron 1:6 38:9, 13
 40:15, 18 42:13
 46:21 49:24 50:4
 59:2, 12 61:8, 22, 24
 62:22 64:17
Hi 24:3 62:21
hidden 60:19
High 1:4 9:10
 10:2 12:3 13:9, 14
 15:16 31:19 33:15
highlands 10:9 39:2
highlights 65:13
hm-mm 36:6
Holdings 38:15
 40:5 49:21 50:14
 61:4
home 10:1 12:10,
 18 13:18, 21 14:1
 17:25 18:1, 12
 20:15 33:17 38:21
 40:4 41:1 42:6
 44:6, 21, 22 46:16,
 18 53:9 58:5, 8, 10,
 12 59:15, 18 61:1,
 20 65:10 66:21
homeowner 30:11
homeowners 66:19
homes 15:25 27:1
 33:22, 24 46:2
 54:16, 19
hope 35:11 49:18
hours 3:13
house 22:5, 11
 24:10 25:7, 11, 19,
 21, 25 26:2, 9 27:8
 28:16 29:6, 9, 10, 18
 30:8, 19 31:22
 34:5 35:1 36:22,
 25 45:12 47:8
 49:7, 13 50:18, 22
 51:1, 3, 13, 15, 19, 21,
 25 52:20, 21 53:5, 7
 54:8 55:12 56:8
 57:16 58:1, 3
 59:13 61:19, 23
 62:24 63:4, 8 64:1,
 5, 10, 23 65:6 66:22
 68:4 69:14, 17
houses 22:9 26:16,
 23 29:2 31:2
Housing 19:25
husband 59:1
- < I >
idea 63:13
identified 11:16
II 12:5
imagine 56:2
imagining 59:5
immediate 42:24
impact 13:1 56:21,
 23 62:13 66:15, 18
impacted 59:24
impacts 15:3
impervious 39:15
impinged 59:25
Implementation
 20:1
important 3:17
 28:20 34:14
imposed 63:12
improvement 18:23
inappropriate 64:10
Inaudible 51:16
 71:2
inch 41:11
inches 13:23 14:3
include 12:8 13:17
 40:25
included 11:24
includes 39:13
 61:21
including 35:22
 67:18
increase 18:10 22:1,
 4, 7 34:3, 4 39:20
increases 15:7
increasing 32:16
incurred 36:21
incursion 22:22
indicate 75:18
indicated 10:23
 39:24
indicating 11:3, 9
 13:7, 16 14:11
 40:8, 10, 14, 24 41:5,
 13
Information 6:14,
 24 7:6, 9, 11 8:4, 21
inherent 60:22
innovation 20:3
insatiable 63:25
inside 11:21
inspecting 65:15
inspection 3:12
intend 9:1 50:17
intended 16:2
 17:24 44:20
intent 15:1, 24
 16:13 17:4, 6, 23
 18:9, 21 19:4, 10, 11,
 13 20:6 42:3, 22
 43:11 44:1, 19
 45:10, 19, 25 46:1,
 12
interest 6:21 7:1
 19:2, 7 45:17, 22
 69:6 70:10 74:13
interested 7:2 71:8,
 11 76:11
interests 17:8
interfere 19:3, 9
 45:18, 24
interim 12:16, 19
interpret 5:16
interrupt 71:20
Investment 9:21
 12:11 73:3
investor 65:5
investors 60:19
involved 33:10
irresistible 59:9
ISLAND 1:1, 4, 6,
 13 3:4 6:4 8:8
 12:15 39:19 41:15
 44:3 59:5, 9 62:9
Island's 10:12
 19:25 39:4
issue 24:7, 21 26:9
issued 21:19 22:18
Item 21:25 33:20
items 39:22 66:5
its 13:1 14:3
 22:21 60:4
- < J >
January 12:17
 40:6 41:17, 18
 47:18, 21 48:2
 49:16
JAY 2:4 3:7 4:12,
 13, 14, 20, 25 37:12
 70:1 72:9 73:12
 75:2
Jay's 73:3
JDF 9:21 12:11
Jennifer 33:9
Jenn's 27:24
Jim 31:19
JOHN 2:8 3:9 5:3,
 4, 12
Joseph 64:16
judicious 58:17
jurisdiction 5:18
 8:19
- < K >
keep 25:2 28:10
 36:20, 25 72:21
keeping 12:21 17:6
 19:13 33:21
KIAWAH 1:1, 4, 6,
 13 3:3 6:4 8:8
 10:12 11:13, 14
 12:15 19:25 20:9
 34:10 39:3, 19
 41:15 44:3 59:4
 62:9 65:13
KICA 60:9, 12
KICA-owned 60:7
kid 72:12
kids 72:4
Killdeer 52:22 62:3
kind 47:7, 10 64:22
 71:9
knew 21:7, 8, 9
 30:16, 17 32:7
 50:12 60:21 62:5
know 22:2 24:15
 26:10 29:3 31:6,
 10 32:22 33:11
 34:7 35:9 50:12
 51:4, 13, 21, 22 52:2,
 6, 21 54:3, 4 55:18

56:7, 22 58:15
65:1, 17 66:16
67:6 73:5
knowing 21:6 49:15
known 60:21

< L >

labeled 67:12
Land 10:12 11:17
12:4 17:15, 21
20:4 39:4, 17
44:11, 17 60:7
63:25
lands 11:16
landscape 14:10
54:5
Lane 1:4 9:10
10:2 12:3 15:17
31:20
large 23:12 25:18
31:22 55:16
larger 25:11 34:6
61:7, 9
Larry 74:22
latitude 16:4
leader 28:18
learned 32:1, 9
leave 47:25 54:6
73:15
leaves 56:11
leaving 73:19
left 25:18 40:22
41:4 60:15
legal 68:12
LEIMAN 58:25
59:1 62:2
leisure 40:23 42:16
43:23 44:4 54:18
56:10, 18 58:1
65:10 66:19 69:13,
17
Leo 38:15 49:1
52:14 54:10
letter 15:1, 24
16:13 17:4, 23
18:9, 21 19:11
20:6 42:3, 22
43:11 44:1, 19
45:10 46:1, 12
47:18

letters 35:18, 22
36:2 40:14, 15
level 24:20
LEWIS 2:4 3:7
4:5, 12, 21 20:24
21:11, 21 27:15, 20
31:8 35:18 36:3, 7
37:13 50:24 51:11
68:11, 19 70:2
72:2, 10 73:13
74:24 75:7
limb 16:17 24:17
limbs 24:14, 19
27:3 28:18, 21
limit 8:18 9:14
16:18
limitations 30:17
59:13 60:18 62:6
limits 15:4
LIN 2:5 3:6 37:16,
23 69:9 70:5
line 11:1 38:19
39:9, 23, 25 40:3
41:10 42:4 43:1,
13 44:6 46:24
55:25 56:15 58:4,
19
lines 15:5 58:13
listening 3:17
little 21:3 34:7
71:6
live 3:17 12:25
13:18 14:24 15:2
16:18 25:18 34:15,
20 50:18 59:6
62:12, 22 64:16
65:22
lived 60:2
LLC 9:21 12:11
38:15 40:5 49:24
50:4
loading 52:7
Local 6:2
located 10:1, 3, 25
11:10 13:19 15:15,
17, 20 34:16 35:4
38:13, 22 40:2, 23
42:11, 13, 18 43:23

LOCATION 1:13
7:16, 22 59:16
60:5 66:21 76:6
locations 40:13
look 24:16, 20
25:20 68:14 69:15,
20
looked 52:17, 18
58:12
looking 24:8, 10, 25
27:16 30:18 58:11
looks 34:11 58:17
66:14 73:22
loose 73:7, 9
looser 68:18
lopping 30:3
Lorenzo 38:15
48:25 49:1, 22, 25
50:8, 11, 16, 20, 23
51:2, 8, 12, 17 52:17
53:1, 13, 18, 24 54:3,
14, 21, 23 62:25
64:12 68:6, 8
lot 10:7, 16, 17
11:20, 22, 23 12:7
15:3, 18 16:1, 2
23:20, 21 24:8, 22,
23 27:1 28:6 29:8,
10, 19, 22 30:2, 5, 19
31:24 32:4, 12
34:18 35:6 36:19,
23 37:1 38:25
39:11, 12, 13, 21
42:14 46:18 48:7
51:17 53:17 58:10,
13, 20 59:3, 11, 17
60:1, 13, 16, 18, 20,
23 61:2, 5, 7, 13, 14
62:6, 14, 16 63:1, 8,
10, 13, 18, 21, 22, 23
64:2, 3, 11 66:6, 7, 9,
12 67:4, 14, 16, 18,
25 68:3
lots 17:7 29:8, 12
31:6 54:15 71:12
low 24:21
lower 71:21

< M >

ma'am 33:7 35:13
58:22, 24 62:17
66:2
MAC 2:9 3:10 9:2,
7
mailed 6:18 8:17
main 72:19
maintain 59:8
66:16
maintaining 57:12
majority 6:7 73:10
making 28:25 42:6
Management 10:21
39:8
manner 33:25
map 11:2, 6 17:17
44:13
Map/Districts 12:6
March 74:14, 16, 22
76:12
marketing 32:2
51:9 61:18
marsh 10:11 15:19
17:6, 9 20:9 25:3
26:15 29:12 46:3
52:16, 20 59:12
marshland 59:25
marshlands 10:10
39:3
material 32:3
48:12 51:9 56:4
materials 39:15
47:19
matter 8:19 37:2
76:6
maximize 61:1
maximum 10:16
39:10, 20 66:7, 9
67:13
McIlvain's 53:23
McQuillan 3:10
9:4 68:15, 21
MCQUILLIN 2:9
mean 28:4 29:12
53:7 58:5 62:4
65:12
means 22:22 25:23
meant 54:4
mechanisms 20:2
media 6:22

meet 23:4 30:20
 53:16 57:14 71:2
meeting 3:3, 11, 14
 6:13, 23 8:11
 35:20 74:7, 22 75:4
member 36:9
MEMBERS 2:1, 7
 3:6, 8, 21 7:5 9:19
 31:15 33:5 54:25
 71:21 74:5, 7
membership 70:22
mentioned 61:18
mess 52:23
met 6:7
middle 27:3 28:10,
 16
mike 3:20
mikes 3:22
million 61:4, 20
 64:6
minute 62:2
minutes 9:15 62:1
misrepresentative
 62:14
mistaken 47:22
moment 73:16
Moncks 76:13
money 32:10 65:7
month 60:21 61:5
 74:20
months 8:10 61:9
 72:4
morning 35:23
 40:18
MORRIS 2:4 3:7
 37:14 69:2 70:3
motion 4:13 5:3
 36:11, 14 69:1
 75:13, 15
motions 36:9 68:23
motive 65:6
MOTT 1:15 76:1,
 13
move 12:20 41:19
moved 26:8
multilayered 66:22
MUNICIPAL 1:13
 < N >

name 9:13 50:12,
 13 59:1 64:16
narrow 53:6 56:17
natural 27:9, 11
 36:24 44:4 59:8,
 24 60:1, 24
naturally 60:15
nature 26:25 58:20
 60:5
near 6:17
necessary 9:16
necessitates 15:6
need 7:5 8:3 15:8
 18:14, 17 45:5, 8, 11
 55:10 75:13
needing 53:6
negative 62:13
negatively 59:23
neighbor 47:20
 54:12
neighborhood 10:5
 11:11 17:9 19:1, 7,
 14 22:9 31:1
 33:22 34:6 35:7
 45:16, 22 59:9
 60:24 62:7 69:6
 70:10
neighborhoods
 66:15
neighboring 15:25
 43:25 46:2 65:10
neighbors 54:11
 56:19
neither 76:10
net 26:19
never 59:20 60:3
 63:22 72:14
new 10:1 13:17
 20:15, 20 38:20
 40:25 47:20 48:6
news 6:21
nice 26:13 69:13
nitpicker 67:7
nominate 4:13, 14
 5:4
nominating 5:3
nomination 4:1
nominations 4:7
noncompliance 26:6

nonconforming
 17:15, 21 44:11, 17
nonrequired 67:17
nonresidents 70:23
normal 3:13 54:14
north 15:20 27:19
 41:12 42:1, 15
northeast 42:2
nos 65:2
Notary 76:3
note 61:17 70:14
notice 6:18
noticed 23:20 47:15
notification 6:24
notifications 40:17
notified 6:23 47:20
nourishing 19:16
nuance 26:3
number 10:2 34:20
numerous 35:8
 < O >
oak 12:25 13:18
 14:24 15:2 16:18
 19:16 24:12 25:18
 34:15
oaks 23:16 34:20
oath 9:3, 6
objections 76:7, 10
obtain 3:16 8:3
Obviously 47:8
 54:15
occurred 59:20
Ocean 10:5 11:10,
 17 34:21
offer 32:8, 18, 24
 72:2
offered 32:6
officers 3:25
official 17:17 44:13
 76:12
Oh 50:6
Okay 21:11 23:23
 24:1 27:20 28:1
 31:14 35:15 36:7,
 22 38:10 48:10, 23
 52:12 54:22 57:11
 58:2 62:2 67:6, 15,
 20 70:11 73:18

75:9
old 53:19
O'LEARY 2:5 3:7
 4:14, 19 5:4 23:9,
 23 30:9, 14 35:24
 36:11 37:17 48:3,
 10 52:14, 19 53:4
 54:9 57:8, 23
 66:25 67:3, 20, 22
 68:2 69:8 70:6
 72:14, 25 73:9
 74:3, 16 75:15
Once 72:12
one-story 26:14
online 61:19
open 15:19 27:6
 42:16
opinion 29:21 65:18
opportunity 62:23
 65:24
opposed 35:19
 36:24
opposing 35:22
 36:2
opposition 11:7
order 3:2, 16 7:3
 25:4 26:25 29:23
 57:2 59:19 61:1
 63:8
ordinance 5:17, 25
 6:4, 7 10:13 12:5
 16:6, 10, 14, 16 18:2
 19:21, 24 30:22
 39:4, 18 43:4, 8
 44:23 46:8, 11, 15
 58:7
ordinances 68:1
organizations 6:21
original 16:2 33:12
 63:23
originally 49:6, 12
 51:18 56:15
ought 14:16
outlined 11:20
outside 14:8 40:16
 51:14
outvote 73:21
overall 60:8
Overlapping 72:16

73:6 75:12
overturn 6:9
owned 71:3
owner 9:21 31:19
 32:25 38:14 45:14
 48:17 49:6, 12, 20,
 24 50:4, 15 55:10,
 14 57:7, 8 72:19
 73:3
owners 61:4 66:24
 73:2
ownership 47:5

< P >
P.M 1:10 75:19
P.O 1:16
paid 61:4
parcel 11:17, 18
 13:14
Pardon 73:17
Park 11:11, 18
 34:21
parking 25:24 26:2
 52:1, 3 53:12 56:13
Parks 10:5 15:21
 42:18
part 11:16 34:1
participants 3:18
participated 71:12
particular 14:20
 16:7 23:14 41:22
 43:5
parties 6:20, 25 7:3
part-time 71:15
 73:2
party 76:11
path 26:15, 16, 20
patios 39:22
pattern 16:17
Paul 58:14
paving 56:7, 14
pay 58:14
payroll 72:13, 15
pending 12:19
 76:11
people 8:25 23:16
 71:11
perceivable 33:23
 66:18

percent 10:17, 18
 30:2, 3 31:6 39:11,
 13, 14, 16, 21 61:13,
 15 63:2, 3, 5, 19, 20
 66:8, 9 67:4, 13
percentage 39:20
perfect 73:4
permanent 7:12
permission 63:9
permit 6:5 12:19
 20:2 21:17, 18, 19
 31:25
permits 8:9 22:18
permitted 17:14, 20
 44:10, 16
personal 72:3 73:13
personally 55:25
persons 3:17 6:21
 9:1
perspective 25:1
 32:24 47:13
pertaining 14:20
 23:14 41:21
pertinent 7:4
pervious 39:16, 22
 67:17
Peter 58:14
Phil 74:22
physical 18:23
physically 17:15, 21
 44:11, 17
picture 40:22 72:18
pictures 13:6, 16
 40:21 51:1, 11
piece 14:20 16:7
 23:14 25:7 28:14
 41:22 43:5 61:7
 63:25 64:20
pie-shaped 41:25
 58:20
place 25:23 26:1
 34:16 56:11
placed 9:6
plan 13:23 14:10
 19:20, 24, 25 20:8
 22:14 24:16 27:16
 28:14 32:4, 11, 20
 33:21 46:7, 11, 14
 54:5 63:11
PLANNER 2:8

PLANNING 2:8
 3:9 5:1 6:3 10:13
 12:4 20:17 39:4,
 18 59:10
plans 13:17 20:19
 22:10 33:11 40:25
 48:7 49:15
planting 66:20
plat 63:11
please 3:15, 19 4:9,
 22 5:9 12:20 62:20
plug 35:9
plus 22:22 33:13
 67:15
podium 9:12 62:20
point 14:3 22:21
 53:25 63:16, 21
 71:17 72:11, 18, 23
points 24:6
Pond 1:6 38:9, 13
 40:15, 19 42:13
 46:21 49:24 50:4
 52:22 59:2, 12
 61:8, 22, 24 62:3, 22
 64:17, 20
pool 41:9 52:15, 18
 53:2 61:21
poorly 64:10
pop 25:5
porch 25:25
portion 41:8 44:2, 5
portions 13:25 30:4
positions 74:10, 11
Possibly 67:13
 73:12
Post 6:16
posted 6:17
posting 47:19
potential 34:3
practical 14:14
pre-approved 32:4
prescribed 12:4
PRESENT 2:1, 7
 3:8 6:8 8:20, 21
 10:22 39:23 43:12
 61:3 74:7
presented 7:8, 14
 38:12
presenting 9:14

preservation 12:25
 34:15 55:21 56:4, 5
preserve 25:22
 28:5 48:13 53:10
 55:20 59:7 60:25
 61:11 62:11 63:7,
 17, 19 65:12 66:7
 68:13
preserving 35:2
pretty 70:15
previous 50:4 56:14
previously 11:11
price 51:1, 6 61:7,
 20
primarily 38:3 70:9
primary 67:14
printed 6:16
prior 6:15 12:12
 18:19 21:18 22:15,
 25 23:5 30:21
 61:19
probably 54:19
 63:22, 24 75:3
procedure 5:1
 70:14
proceed 38:7
process 8:25 33:16
Professional 60:19
 65:5 76:3, 16
profit 61:1 64:7
 65:6
profitability 18:7
 22:12 32:16 45:3
profitably 18:4
 44:25
programming 26:4
prohibit 16:8, 11
 43:6, 9
project 20:3 49:4
promote 8:1 20:4
properties 13:7
 15:10, 14, 16 16:20,
 23 17:3, 10 18:13
 19:3 23:11, 15, 21
 34:20 42:9, 12, 25
 43:22, 25 45:18
 66:10
property 6:18 7:17,
 25 9:21 10:3, 5, 10,
 15, 22 11:3, 9, 10, 15

12:3 13:6, 8, 10, 11, 15, 19 14:21, 23 15:13, 14, 20 16:7, 9, 11, 12, 16, 19 17:5, 24 18:3, 11, 19 19:8 21:7, 16, 19 22:1, 6 23:15 25:3 26:5 27:4 28:21 30:11, 16 32:2 34:9 38:14, 21, 22, 24 39:10, 19, 24 40:8, 24 41:13, 22, 24, 25 42:5, 8, 11, 17 43:2, 5, 7, 9, 10, 13, 14, 17, 24 44:6, 20, 24 45:23 46:2 47:17, 23 48:17 49:7, 9, 14 55:22, 23 56:1 57:22 58:21 64:7, 19, 20 71:3, 4, 7 72:18

proposed 7:23 10:1, 17 13:17, 20 14:1, 9, 10 27:16 33:16 35:1, 12 38:20 39:12, 13 40:25 41:1, 8 66:17

protect 7:24 26:23 27:2 60:9

protection 15:4 16:4 20:5 26:3

Provide 20:2

provided 14:9

public 3:12 5:14 6:12 8:1 9:15 11:5 13:13 16:23 17:3 19:1, 7 26:19 31:16 33:6 40:12 43:17, 22 45:16, 22 54:25 62:19 69:6 76:3

published 74:25

pull 52:18

pulled 53:2

purchase 48:6, 7 59:14 61:2

purchased 32:2 59:11 60:17, 19 63:13

purchaser 21:7

purpose 7:2, 15

purposes 19:4, 10, 20, 24 45:19, 25 46:7, 11, 15

put 22:3 29:4 35:9 46:18 50:24 51:9, 14 54:18 58:10 64:4

putting 68:4

< Q >

qualifying 39:21

quantify 65:20

quasi-judicial 5:15

question 21:24 23:10 29:17, 25 30:15 32:15 34:2 49:3, 19 52:13 55:3, 17 57:9 67:1, 10 68:11 72:11 74:4

Questions 20:23 21:12 24:6 27:6, 14 31:12 32:25 47:3 48:21 54:20 58:23

quick 67:1 74:4

quite 24:21 27:21 32:9, 10 49:5 54:1 63:2 69:18 72:6

quorum 6:8

quote 62:8

< R >

R-1 38:23 42:11, 14

R-2 10:4 11:18 12:6, 7 15:15, 17

radius 40:17

rain 52:24

raise 3:19 9:5

real 24:7 26:9 65:13

really 25:8, 15 26:13 27:2, 7, 8 28:22 30:19 35:5, 10 52:19 63:6, 15 64:17 69:20

Realtime 76:3, 16

realtor.com 50:25

reappointed 74:9

reappointments 74:15

rear 10:15, 25 11:25 12:9 25:2 28:16, 23 38:18 39:6 40:2 41:9 42:4 43:12 46:24 55:23

reason 28:14

reasoning 34:2

reasons 37:20

rebuttal 9:16

recall 55:25 56:6, 13

received 11:5 13:13 40:12, 15, 18 47:18

receiving 61:19

recognize 3:20

record 3:16 7:12 9:13 11:4 13:12 40:11 47:16, 17 76:9

recorded 76:7

records 12:10 40:4 47:16, 22

Recreation 15:21 42:18

red 14:8 24:18

redoing 52:22

reduction 9:24 20:13 38:17 46:23

refer 47:14

reference 55:18

reflect 20:20

reflects 62:10

regard 25:17 70:22

regarding 5:21 7:21 49:3 64:8, 18 66:5

regards 26:6

Registered 76:1, 16

regulations 19:5, 10, 14 45:20, 25

reject 37:4

relate 68:14

related 76:11

relaxation 14:16

relief 5:16 15:8 29:23

remaining 10:9 17:8 39:2

remember 27:25

remind 3:21

reminded 3:15 8:23

remove 24:13

render 30:6, 7

renderings 14:9 51:13

rendition 30:10, 11

renditions 49:9 51:18 53:19

renominate 4:2

repeat 9:5

REPORTED 1:15

REPORTER 76:1, 3, 16, 17

represent 55:21

representation 14:7

representative 6:19 57:10

represented 9:22 38:15

representing 49:2

request 7:19 8:5, 11 18:8, 22 20:12, 17 30:25 33:15, 23 35:12 36:15 37:9 38:2, 8 40:13 45:4, 14 46:22 55:14 62:15 64:9 66:17 69:23 70:8

requested 6:22

requesting 9:23 38:16 61:14

requests 20:17 33:19 70:12

require 6:24 48:17

required 6:8 9:24 13:21 20:13 38:17, 18 41:9 46:23, 24 51:22 52:3 59:18 67:14

requirements 12:2 23:5 30:21 53:10, 16

requires 10:13

39:5 68:17, 18
re-share 75:5
reside 59:1
residence 41:2
 72:20
resident 71:10, 14,
 15 72:22
Residential 10:4
 11:19 12:6 15:15,
 17 20:3 38:23
 42:12, 14
residents 6:19
 60:11 70:23, 25
 71:1, 21, 23
resold 47:7
Resort 11:14
resource 65:19
respect 59:8 65:22
respectful 60:23
respectfully 62:15
respectively 41:17
response 21:2 27:6
 58:6
rest 31:1 74:25
Restated 11:12
restrict 16:8, 12, 15
 43:6, 10
restriction 16:16
restrictions 14:16
 36:21 48:12, 13, 17,
 20 55:19 56:4
 66:6 68:13, 16
result 18:11, 15, 18,
 23 21:1, 3 22:2
 45:6, 9, 11 55:11
retain 32:20
retract 30:25
returning 74:14
review 3:12 12:15,
 16 20:21 33:10, 16
 34:11 41:15, 16
 47:1, 15, 24 55:3
 56:13 70:14, 15, 22
reviewing 33:11
revise 20:19
ridge 28:22
ridiculous 60:22
right 3:1 9:5
 25:20 28:6 36:8
 37:7 57:8 60:13

65:18 68:9 69:22
 71:5 72:3 75:11
risks 60:22
Road 1:6 38:9, 14
 40:16, 19 42:13
 46:21 59:2 60:6
 61:8 62:22 64:17
robbing 58:14
rolled 21:22
roof 15:5
root 12:25 14:24
 15:4 16:17 26:23
 35:5
roughly 54:16
RPR 1:15
rules 5:1 59:20, 21
 64:25 65:22 70:14,
 15
rulings 3:11
RUTH 1:15 76:1,
 13
 < S >
sacred 65:21
safety 8:1
save 36:18
saw 22:8
saying 22:13 29:9,
 17 36:25 37:18
 57:15, 18 67:23
 73:23
says 21:25 22:21
 23:10 71:22 73:4
SC 1:4, 6, 13, 16
 6:2, 14 8:15
scale 54:18
SCDES 10:25 39:9,
 23, 25 40:2 41:9
schedule 74:24 75:5
schedules 74:17
screen 11:6
screening 54:8
sea 24:20
seal 76:12
second 4:4, 5, 16
 5:6 25:14 29:4
 30:13, 14 34:13
 36:13, 15 55:6
 69:7, 8 75:16

secondary 67:16
 72:19
Seconded 69:9
secretary 5:2, 3, 5
Section 12:6 25:25
 28:16 37:19 39:17
 63:18 64:8
see 11:5 24:18
 26:22 35:3 53:24
 59:14 67:22 75:8
seek 23:7
seen 55:25 56:2
selective 55:22
sell 50:21 51:10
 64:5
senses 35:10
sensitive 56:16
sent 48:11
September 63:17
serious 14:15
Services 9:21 10:20
 12:11 39:8
setback 9:25 10:14,
 15 11:24, 25 12:2, 8,
 9 13:22, 24 14:2, 4
 15:8, 23 20:14, 21
 26:8 29:23 30:7
 31:3 32:1 38:18,
 19 39:5, 6, 9 40:3
 41:3, 7, 10 42:5, 21
 43:1, 13 44:3
 45:13 46:16, 23, 24
 49:18 52:6, 15
 53:3 55:13 56:17
 57:19, 21 58:8, 18,
 21 62:9
setbacks 10:14
 14:8 16:3 21:10,
 22 23:1 28:11
 39:6 51:20 57:2
sets 25:4
setting 52:15
seven 60:3 71:1
shape 28:13 29:21
 36:22 59:13, 16
 60:4 64:2
shared 74:8
shifting 46:15 58:8
shocking 62:7

short 10:21 11:13
 39:9
shortened 34:7
shove 64:1
show 11:4 13:12
 40:11
showing 32:5
shown 11:6 17:16
 40:22 44:12
shows 24:17 51:5,
 6 54:5 64:6
sic 45:14
side 9:24 10:14
 11:25 12:8 13:19,
 22, 24 14:2, 4 15:8
 16:3 20:13, 20
 25:3 29:14 38:18
 39:5 41:2, 6 42:4
 43:12 44:2, 6
 45:13 46:3, 16, 23
 49:18 52:4, 6, 7, 21
 53:7, 12 54:8, 12
 55:13 56:9, 10, 17,
 19 58:3, 8 60:6
 61:8 62:8, 14
 66:21 69:18
side-entry 53:14
side-loading 51:23
sign 6:17
signed 48:18 65:23
significant 27:3
 28:20
significantly 14:25
similar 15:22 18:12
 22:9 33:25 42:20,
 23
simple 6:7 65:8
simply 34:7
single 10:1 13:17,
 20 20:15 52:1, 2
single-family 14:1
 17:25 38:20 41:1
 44:21
single-story 15:7
sir 31:17 35:17
 49:22 50:16, 23
 54:22 62:20 64:13,
 14 65:25 68:8
 70:20

- site** 12:23 13:3, 5, 6, 16 23:21 24:11, 16 27:10, 16 33:12 34:8 35:8 40:20 56:21 57:21 63:11
sits 10:11 15:18 41:25 42:15
sitting 22:5
situated 64:10
situation 73:14
six 72:3
size 10:8 18:12 22:9 25:10 26:9 27:8 34:21 38:25 39:1 59:13, 16, 18 60:4, 25
sizes 11:23
skirt 32:7
slated 74:14
slide 40:22 41:4 53:5
small 25:13, 24 28:13 41:8 52:15 57:21 68:3
smaller 25:22 30:8 37:1 51:19 53:9
sold 47:17 48:4 61:6, 8, 10
somebody 48:3 49:14 61:18
somebody's 64:6
soon 72:11
Sorry 36:2 71:19
sort 25:8 26:3 27:18 32:16
south 10:11, 19 15:19 39:7 72:5 76:4, 13
southwest 27:19
space 15:19 28:15 34:18 42:16
speak 3:18, 19, 22, 23 8:23 9:1 31:16 33:14 54:25 55:17 62:23 65:24
speakers 8:24 9:12
speaking 9:1 24:1
spec 49:7 50:22
special 5:20 6:4, 10 8:6, 9
specific 6:1
specifically 63:1, 18
specify 69:3
specious 63:14
spent 32:10 59:5
spirit 19:4, 9, 13 45:19, 24
spread 25:12 34:8
square 9:25 10:7, 8, 9 11:23, 24 13:25 14:5, 6 20:14 29:3 34:23, 24 38:20 39:1, 2, 14, 16 41:7, 12 46:25 51:5, 6 64:5 66:11
STAFF 2:7 3:8, 9 5:23 7:9, 15 8:20 9:11 20:17 21:5, 8 22:8 23:20 40:21 47:15, 22, 24 68:12
staff's 20:21 23:21 47:1, 13
stairs 25:4
stake 24:11
staking 24:9
stand 9:2, 4 74:4
standard 31:6
standards 6:2 11:19, 21, 22 12:7 15:23 17:10 31:8 42:21 57:14, 15
start 14:18 24:5
started 3:2 33:11 49:7 71:4
state 9:12 61:11 76:3
stated 76:6
statement 55:9 58:16
states 8:15 20:1 48:19 63:18 72:5
stating 12:17 62:8
stenographically 76:7
step 55:5
Steven 62:21
stories 25:6 26:17
stormwater 10:24 40:1 55:24
story 24:24 25:3, 5, 9, 13 26:14, 18 29:7
Strategy 20:1
street 33:24 52:3 59:3 60:2 61:23
strict 5:24
stricter 68:17
strongly 73:25
structure 7:23 67:15
structures 15:22 42:19
stunned 60:16
subject 10:3, 5, 10, 15 11:2, 9, 10, 15, 19 12:3 13:8, 10, 15 15:13, 20 16:11 38:21, 22, 24 39:10, 19 40:8, 24 41:25 42:8, 17 43:9, 23
submit 48:18
submittal 12:19, 20 55:18
submittals 56:14
submitted 7:9 12:14 20:20 41:14
subpoena 7:7
substantial 13:1 14:15 16:22 17:2 32:19 43:16, 21
substantially 19:19, 23 42:5 46:6, 10 47:24
sufficiently 38:5
suggest 70:17
suggestions 33:2
summers 59:5
sun 29:15
supersede 68:14, 16
support 33:14, 18 34:1, 8 35:11 57:19 64:11 71:16
supports 12:22
supposed 61:12
Sure 21:5 32:23 37:18 49:25 55:5 58:6 63:2, 4 67:2
surprised 31:23, 24
surrounding 7:16, 25 16:20 17:10
surroundings 59:24
survey 10:23 24:17 39:24
surveyed 28:19
survive 37:2
sustaining 19:15
swing 53:14
switch 51:23
switched 52:4
sword 73:1
sworn 76:5

< T >
Table 11:20, 22 12:7 67:12
tag 61:20
Take 32:19 37:7
taken 18:24 40:21 76:6
takes 34:18
talk 20:25 23:19 25:17 52:9 70:17
talking 23:12
tall 26:16
tax 72:11
TAYLOR 2:8 3:9 5:3, 5 74:6, 19 75:3
team 33:13
tell 27:22
telling 50:19 57:12
tenuous 52:20
terms 26:12 47:25 66:12
testify 76:5
testimony 7:8 9:14 76:6, 9
Thank 4:11 9:7, 8, 18 20:22 24:1 27:12 31:14 33:4, 8 35:12, 13 37:23, 24 38:6 47:2 48:23, 25 54:22, 23 58:22 62:17, 23 64:12, 13 65:23, 25 66:24 75:11
Thanks 31:18 38:11
thereof 76:11
thin 64:20

- thing** 25:16 28:6
34:10 36:20, 24
51:8 63:16 65:9
70:13
- things** 64:18 65:2
72:21
- think** 22:22 25:16
26:12, 18 27:5
32:15, 21 33:20
36:23 37:1, 3
47:10 51:9 58:16
63:13, 15, 23 65:14
69:19 70:23, 25
71:14, 25 72:20
73:11 75:3
- third** 24:23 27:4
- thought** 24:9 27:2
67:3 71:6
- thoughts** 24:5
- three** 5:18 9:15
25:13 35:22 40:12
61:6, 25 64:18 72:4
- throwback** 70:24
- TIME** 1:10 5:13
8:18 13:4 32:10
70:21, 24 73:24, 25
74:23 76:6, 7, 10
- timeline** 47:5, 13, 14
49:4, 19
- times** 35:8 49:10
61:5
- TMS** 1:5, 7 10:2
38:21
- today** 3:6, 24 5:20
7:2 9:2, 20 36:4
38:12 70:12, 13
- today's** 6:12
- told** 63:1
- ton** 23:15
- tone** 31:21
- top** 27:17, 19
- topography** 24:12
27:10
- total** 13:23 14:3, 5
41:6, 11 67:18, 25
- totally** 61:15
- touch** 65:4
- TOWN** 1:1 2:9
3:3, 10, 13 6:3 8:8
10:12 11:14 19:24
- 20:20 39:3, 18
48:16 64:25 67:15
68:17, 18 74:14
- track** 72:21
- trail** 40:23 42:17
43:23 44:4 46:4
47:10 52:22 54:5,
11, 13, 18 56:10, 18
58:1 60:5, 6, 10, 12
62:10 65:11 66:19,
20, 23 69:12, 13, 15,
17, 18, 19, 20
- trails** 60:10 65:11,
17
- transcribed** 76:8
- transcription** 76:8
- transformer** 25:21
- travel** 72:6
- tree** 13:19 14:24
15:3 16:4 23:12,
20 24:7, 12 26:3, 21
27:11 29:13 30:16
32:12, 20 34:16
35:2, 4, 5, 10 36:19
- trees** 23:22 25:17,
22 26:22 27:23
28:9
- tree's** 37:2
- true** 7:13 27:10
63:15 76:9
- trunk** 35:3
- truth** 64:3 76:5
- try** 32:11, 21 51:10,
23 59:21 65:21
- trying** 25:22 28:6
31:21 32:7 58:4
60:25 64:6
- two** 11:5 25:4, 6
26:7, 17 33:13
35:18, 25 36:2
40:15 49:8 52:3
54:15 70:23 71:22,
23 74:5, 6
- two-story** 25:7
28:14
- type** 52:24
- types** 5:18
- typical** 55:15
- < U >
- unacceptable** 61:16
- unanimous** 38:1
70:8
- underneath** 25:24
- understand** 28:9, 24
30:1 36:18 48:19
53:21 57:6 72:22
- understanding** 48:4
- undesirable** 64:3
- undeveloped** 10:6
11:16, 17 13:11, 13
38:24
- undue** 64:7
- unfortunately** 49:12,
13
- unique** 12:23 15:12
34:8, 10 42:8 57:20
- uniquely** 41:25
- uniqueness** 64:19
- unnecessary** 5:25
14:14
- unreasonably** 16:8,
11, 15 31:22 43:6, 9
- untouched** 60:15
- unusual** 64:2
- updated** 47:21
- upholds** 55:20
- use** 7:23 10:12
12:4 16:18 17:13,
15, 19, 21, 24 20:4
39:4, 17 44:9, 11, 15,
17, 20 62:12 66:19
- uses** 6:5
- utilization** 16:8, 12
43:7, 10
- utilized** 18:4 44:25
- < V >
- vacationing** 59:4
- valid** 8:10
- value** 18:10 22:1, 5,
7 27:8 34:3, 4
- values** 7:25
- variance** 6:8 7:20
8:6 9:23 14:12
16:22, 25 17:1, 5, 12,
18 18:4, 6, 8, 11, 14,
17, 22, 25 19:6, 12,
19, 22 20:7, 12, 16
- 22:2, 6 23:7, 8
30:2, 18 33:14, 19,
23 35:12 36:12, 15
37:8 38:17 40:12
41:16, 19 43:16, 19,
20 44:8, 14, 25 45:2,
4, 5, 8, 11, 15, 21
46:6, 9, 13, 22 48:1,
6 49:18 53:7
55:11 56:19, 21
57:14, 19, 21 58:2
59:23 61:14, 19
62:16 64:8 66:11,
17 69:23 70:9, 12
- variances** 5:19, 23
8:9 23:17 33:16
34:5 58:19, 21
66:15 71:13
- vegetation** 44:4, 5
54:6, 7 66:23
- versus** 52:2, 4
- vertical** 26:25
- viable** 32:23
- VICE** 2:4 4:12
- vicinity** 15:11, 14,
22 19:3, 9 23:12, 22
42:10, 19, 25 45:18,
24
- view** 11:9 40:7, 10
71:12
- views** 61:22
- VINCENT** 2:8 3:8
9:18 21:5, 16, 23
22:8, 15, 19, 24 23:6,
18 36:5 38:11
47:12 48:8, 15
50:3, 9 71:19 74:18
- virtually** 3:15
- visible** 44:3 62:9
- visit** 13:3 23:21
40:20
- visitors** 60:11
- vital** 61:17
- voice** 74:1
- voiced** 73:24
- vote** 6:7 37:7, 8, 10
69:22, 23 72:8, 23
- < W >

<p>walk 17:7, 9 20:9 26:16 29:12 65:16</p> <p>walking 69:12, 16</p> <p>walks 39:16, 22</p> <p>want 4:19 35:16 37:18 58:6 59:6, 22 62:4 64:4, 9, 17 65:4 66:3, 4 67:6 68:7 70:17</p> <p>wanted 31:20 32:8, 24 33:1, 2 59:15 64:23 65:2 74:10</p> <p>warrant 38:6 57:21 58:21</p> <p>water 52:16, 23 60:4</p> <p>way 26:14 27:15 30:1 53:5 72:21 73:8</p> <p>ways 24:25</p> <p>website 61:21</p> <p>welcome 57:9</p> <p>welfare 8:2</p> <p>well 15:4 24:12 25:21 28:4, 9, 12 29:1, 20 30:5, 23 37:4 40:17 50:14 52:6 53:13 54:8 55:22 58:15 62:5 64:19 73:20</p> <p>went 24:14 27:1 49:9 51:25 52:5</p> <p>we're 5:19 23:12 25:22 29:2, 5 31:21 32:5, 7 36:25 38:1 54:18</p> <p>west 13:10, 14 14:2, 4 27:16 40:23 42:17 43:23 54:11</p> <p>we've 7:14 29:6 31:23 32:8, 9 57:13 68:4</p> <p>wide 56:8</p> <p>width 32:20 56:17</p> <p>wife 62:22 65:14</p> <p>Wilson 9:22, 23 24:3, 4 27:13, 14, 18, 21, 24 28:4, 12 29:1, 11, 20 30:5, 13, 23</p>	<p>31:10, 13, 14 35:15, 17</p> <p>wish 8:12, 22</p> <p>within-entitled 76:5</p> <p>Witness 76:12</p> <p>witnesses 7:7 9:6 76:4, 7, 9</p> <p>word 35:11</p> <p>words 22:3 57:4, 5, 7</p> <p>work 23:16 24:10 32:21</p> <p>worked 59:17</p> <p>working 60:12</p> <p>workings 5:14</p> <p>works 32:11 49:5</p> <p>worried 58:3</p> <p>wrap 62:1</p> <p>write-up 22:3 49:23</p> <p>written 7:9</p> <p>WWW.CLARKBOL EN.COM 1:17</p> <p>< Y ></p> <p>yard 16:3</p> <p>year 70:16 74:1, 25</p> <p>years 33:13 35:7 49:8 60:3 61:6 71:4</p> <p>you-all 49:17 74:8 75:4</p> <p>< Z ></p> <p>zone 12:25 14:24 15:4 26:23 35:5 55:21, 23 56:5, 24</p> <p>zoned 17:24 44:20</p> <p>ZONING 1:1 3:4 5:15, 17, 22, 24 6:4, 6, 9 7:20 8:7 10:4, 13 11:2 12:4, 5 15:15, 18, 21 16:1, 2, 24 17:7, 11, 14, 16, 17, 20, 22 20:10, 16 21:17, 19 38:23 39:4, 18 40:7 42:12, 14, 18 43:18 44:7, 10, 12, 13, 16, 18 46:19</p>	<p>Zoom 3:15</p>
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WORD LIST

< \$ >	2:40 (1)	4,000 (1)	addition (5)
\$1 (1)	20 (3)	4,200 (1)	additional (4)
\$5 (1)	2013 (2)	4,957 (1)	Additionally (2)
\$5.2 (1)	2015 (1)	40 (3)	address (5)
\$600,000 (1)	2016 (1)	43 (1)	addressed (1)
	2020 (2)	45 (1)	adds (1)
	2021 (6)	488 (3)	adjacent (17)
	2023 (5)	4th (1)	adjourn (3)
< 0 >	2025 (13)		adjusted (1)
0 (1)	2034 (1)	< 5 >	adjustments (1)
	206 (1)	5 (2)	administer (1)
< 1 >	208 (2)	500 (1)	administrative (1)
1 (3)	20-foot (9)	500-foot (1)	administrator (3)
1,601 (1)	217 (1)	5-foot (1)	advance (1)
1.3 (1)	219 (6)		adversely (4)
1:00 (1)	221 (1)	< 6 >	advertise (1)
10 (7)	24 (2)	6 (3)	advertised (1)
10-feet (2)	25 (2)	6-29-70 (1)	advice (1)
10-foot (4)	25,000 (1)	6-29-820 (1)	advisable (1)
11,919 (1)	25-000002 (2)		aerial (3)
11,999 (1)	25-000003 (2)	< 7 >	affect (4)
12 (1)	25-foot (7)	75 (3)	affidavit (3)
12,000 (2)	25th (1)	7th (2)	affirmative (1)
121 (1)	265-02-00-085 (2)		affixed (1)
12189 (1)	265-16-00-236 (2)	< 8 >	afternoon (3)
12-63 (1)	28th (1)	8 (2)	agenda (3)
12-66 (1)	29422 (1)	8,000 (1)	agent (1)
128 (1)	2C (1)	843-762-6294 (1)	ago (5)
129 (9)			agree (5)
13,520 (1)	< 3 >	< 9 >	Agreement (2)
13.3 (2)	3 (1)	95 (1)	ahead (2)
13th (3)	3,153 (1)		alike (1)
140 (2)	3,990 (1)	< A >	alley (1)
146 (1)	30 (11)	abide (1)	allow (10)
15 (3)	31st (2)	able (2)	allowable (4)
15,025 (1)	32.99 (1)	acceptable (1)	allowed (7)
151 (1)	33 (4)	access (1)	allows (3)
152 (1)	33.0 (1)	accommodate (4)	Amended (1)
15-foot (10)	33.99 (2)	accommodating (2)	amount (1)
16 (1)	337 (1)	accomplish (1)	analysis (1)
162 (1)	34 (3)	accurate (1)	and/or (1)
17th (2)	35 (1)	acquired (4)	Andrea (1)
18,178 (1)	35-inch (4)	Act (4)	announcement (1)
19 (1)	38 (1)	actions (9)	annual (1)
1980's (1)	39.55 (2)	activity (1)	answer (5)
1994 (1)	39.67 (1)	acts (1)	answers (1)
		actual (3)	anticipate (1)
< 2 >	< 4 >	add (2)	anticipated (1)
2 (3)	4 (2)	added (1)	anyway (2)

apart (1)	authorization (4)	buffer (8)	choice (2)
apologize (3)	authorized (1)	build (6)	choose (1)
appeal (6)	available (1)	buildable (7)	Circuit (1)
APPEALS (13)	avoid (1)	building (10)	circumstances (5)
applicant (23)	aware (2)	built (2)	claims (1)
applicant's (24)	aye (9)	bump (1)	clarification (2)
application (9)		Bureau (2)	clarify (3)
applications (2)	< B >	business (1)	clarifying (1)
apply (7)	back (18)	BZA (14)	clarity (1)
applying (1)	balancing (1)	BZA25-000002 (1)	CLARK (1)
Appreciate (2)	based (6)	BZA-25-000002 (1)	clean (1)
appreciates (1)	bath (2)	BZA25-000003 (2)	clear (2)
approach (2)	BCM (7)		clear-cutting (2)
appropriate (1)	beautiful (1)	< C >	clearing (1)
approval (5)	beauty (3)	calculation (1)	clearly (3)
approve (9)	bedroom (1)	caliber (1)	close (1)
approved (8)	bedrooms (1)	call (2)	cloudy (1)
approximately (20)	began (1)	callous (1)	Coastal (2)
April (1)	behalf (1)	Camens (4)	Code (2)
ARB (23)	belabor (1)	canopies (2)	coincidence (1)
ARB's (1)	believe (9)	canopy (6)	colored (2)
architect (1)	BEN (6)	car (3)	come (13)
Architects (2)	benefit (4)	carefully (1)	comes (2)
Architectural (8)	Ben's (2)	Carolina (5)	coming (2)
ARDA (9)	Berkeley (1)	cars (1)	comment (8)
area (23)	best (2)	CASE (21)	comments (15)
areas (1)	better (4)	cases (2)	Commission (1)
argument (1)	beyond (3)	CASSIDY (70)	committee (1)
Article (1)	big (3)	category (1)	communication (1)
aside (1)	bigger (5)	cause (3)	community (3)
asked (4)	bit (6)	cavalier (1)	company (2)
asking (2)	black (1)	CENTER (5)	compared (1)
aspects (2)	blocking (1)	central (3)	compatible (1)
assembled (1)	Blue (16)	certain (1)	compelling (1)
asset (1)	BOARD (28)	certainly (1)	complete (2)
assist (1)	board's (1)	CERTIFICATE (1)	compliance (1)
Associates (1)	body (2)	certified (3)	compliant (3)
assume (1)	BOLEN (1)	certifies (1)	comply (2)
assumed (2)	bottom (1)	certify (2)	comprehensive (7)
assuming (2)	bought (5)	CHAIR (6)	compress (1)
assumption (1)	boundaries (4)	Chairman (1)	comprised (1)
assumptions (1)	BOX (1)	chance (1)	compromise (1)
assure (1)	branching (1)	change (9)	computer-aided (1)
attach (1)	bridge (1)	changed (1)	concern (2)
attitude (2)	bringing (1)	changes (2)	concerning (1)
ATTORNEY (2)	brings (1)	character (3)	concert (2)
attractive (2)	BRODY (2)	CHARLESTON (6)	concluded (1)
August (2)	browser (1)	chimney (2)	concludes (2)
authority (1)	bubble (2)	chimneys (1)	condition (2)

conditions (22)
 conducted (3)
 conflict (5)
 conform (1)
 conforming (1)
 confusing (1)
 Congratulations (2)
 consider (7)
 consideration (3)
 considered (5)
 considering (3)
 consist (1)
 consistent (2)
 consists (3)
 constituents (1)
 constraints (2)
 contained (2)
 containing (1)
 continue (6)
 continuously (1)
 contort (1)
 contract (1)
 contracts (1)
 contrary (5)
 copy (1)
 corner (2)
 corollary (1)
 Correct (13)
 correctly (2)
 cost (1)
 Council (1)
 counsel (1)
 County (6)
 county's (1)
 couple (5)
 Courier (1)
 Court (2)
 covenants (10)
 coverage (24)
 create (1)
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 criteria (30)
 critical (19)
 CRR (1)
 cul-de-sac (1)
 current (9)
 currently (3)
 cut (2)

< D >
 Dan (19)
 DANIEL (2)
 data (1)
 DATE (1)
 dated (3)
 day (3)
 days (6)
 day-to-day (1)
 deal (1)
 December (4)
 decided (2)
 decision (5)
 decisions (1)
 declaration (1)
 deed (1)
 deeper (1)
 default (1)
 defer (2)
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 demonstrate (1)
 denied (4)
 dense (1)
 deny (11)
 Denying (1)
 Department (2)
 deprives (1)
 description (1)
 design (30)
 designated (1)
 designed (8)
 designs (2)
 desirable (3)
 desire (3)
 despite (1)
 destroy (1)
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 detail (1)
 determinations (1)
 detriment (4)
 devalue (1)
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 developers (4)
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 Development (6)
 developments (1)
 dialogue (3)

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 difficulty (1)
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 DIRECTOR (3)
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 discussion (7)
 dismissive (1)
 disrespectful (1)
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 District (19)
 disturbing (1)
 Division (1)
 doing (4)
 double-edged (1)
 downsize (2)
 drawings (1)
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 drew (1)
 driver (1)
 driveway (1)
 drove (1)
 due (5)
 duly (1)
 Dunes (9)
 duty (1)

< E >
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 easily (1)
 East (5)
 effect (3)
 effectively (2)
 efficiency (1)
 effort (8)
 efforts (2)
 eight (1)
 either (2)
 election (1)
 Element (1)
 elements (5)
 elevation (1)
 embedded (1)
 empowered (1)

Enabling (1)
 encroach (3)
 encroaches (3)
 encroaching (2)
 encroachment (5)
 encroachments (3)
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 enjoyed (2)
 enlarge (1)
 ensures (1)
 entered (1)
 entertain (5)
 entirely (2)
 entrance (2)
 environment (1)
 Environmental (3)
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 essence (1)
 essentially (1)
 established (2)
 establishment (4)
 Estate (1)
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 eventually (1)
 everybody (2)
 everyone's (1)
 evidence (2)
 exactly (3)
 example (1)
 exception (3)
 exceptional (6)
 exceptions (4)
 Excuse (1)
 exemption (1)
 Exhibit (3)
 exhibits (1)
 exist (1)
 Existing (3)
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 expands (1)
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 extends (2)
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 extreme (1)

< F >

fact (7)
 fact-finding (1)
 failed (1)
 Failure (1)
 Fair (1)
 familiar (1)
 family (5)
 far (2)
 FARABEE (39)
 favor (7)
 features (1)
 FEBRUARY (4)
 feel (3)
 feet (39)
 file (1)
 filed (1)
 filter (1)
 final (4)
 find (1)
 finishing (1)
 firm (2)
 firmly (1)
 First (12)
 fit (9)
 fitting (1)
 five (2)
 fixed (1)
 flexibility (1)
 floor (3)
 folded (2)
 FOLDS (2)
 folks (2)
 Following (4)
 foot (4)
 footage (1)
 footprint (4)

foregoing (2)
 form (2)
 forth (1)
 forward (1)
 four (6)
 four-bedroom (1)
 FRANK (6)
 frankly (1)
 Freedom (2)
 frequently (1)
 front (13)
 front-loaded (2)
 front-loading (4)
 full (4)
 full-time (5)
 functionality (6)
 funny (1)
 further (10)
 Furthermore (5)
 furthest (2)
 future (1)

< G >

gain (1)
 garage (12)
 garaging (1)
 gathering (1)
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 generally (4)
 gentleman's (1)
 GIS (2)
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 given (6)
 gives (1)
 giving (2)
 glad (1)
 go (12)
 Goal (1)
 goes (2)
 going (17)
 good (11)
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 governed (1)
 Government (1)
 grade (1)
 grand (9)
 grandfathered (2)
 grant (8)
 granted (7)

granting (14)
 great (2)
 greater (7)
 greed (1)
 grounds (2)
 Group (2)
 grove (1)
 GSB (5)
 guess (4)
 guest (2)
 guidelines (5)
 guys (1)

< H >

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 hall (1)
 HANAN (17)
 hand (3)
 happening (1)
 happy (3)
 hard (1)
 hardship (3)
 hardships (1)
 harmed (2)
 harmony (4)
 HAYES (12)
 health (1)
 HEALY (2)
 hear (4)
 heard (2)
 hearing (7)
 heated (1)
 Heather (4)
 heavy (1)
 height (3)
 held (1)
 hell (1)
 helps (2)
 hereunto (1)
 Heron (16)
 Hi (2)
 hidden (1)
 High (9)
 highlands (2)
 highlights (1)
 hm-mm (1)
 Holdings (5)
 home (31)
 homeowner (1)

homeowners (1)
 homes (7)
 hope (2)
 hours (1)
 house (64)
 houses (5)
 Housing (1)
 husband (1)

< I >

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 II (1)
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 impinged (1)
 Implementation (1)
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 improvement (1)
 inappropriate (1)
 Inaudible (2)
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 inches (2)
 include (3)
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 includes (2)
 including (2)
 increase (7)
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 increasing (1)
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 incursion (1)
 indicate (1)
 indicated (2)
 indicating (11)
 Information (7)
 inherent (1)
 innovation (1)
 insatiable (1)
 inside (1)
 inspecting (1)
 inspection (1)
 intend (2)

intended (3)
 intent (23)
 interest (9)
 interested (4)
 interests (1)
 interfere (4)
 interim (2)
 interpret (1)
 interrupt (1)
 Investment (3)
 investor (1)
 investors (1)
 involved (1)
 irresistible (1)
 ISLAND (15)
 Island's (3)
 issue (3)
 issued (2)
 Item (2)
 items (2)
 its (4)

< J >

January (8)
 JAY (12)
 Jay's (1)
 JDF (2)
 Jennifer (1)
 Jenn's (1)
 Jim (1)
 JOHN (5)
 Joseph (1)
 judicious (1)
 jurisdiction (2)

< K >

keep (5)
 keeping (4)
 KIAWAH (22)
 KICA (2)
 KICA-owned (1)
 kid (1)
 kids (1)
 Killdeer (2)
 kind (4)
 knew (9)
 know (29)
 knowing (2)
 known (1)

< L >

labeled (1)
 Land (12)
 lands (1)
 landscape (2)
 Lane (6)
 large (4)
 larger (4)
 Larry (1)
 latitude (1)
 leader (1)
 learned (2)
 leave (3)
 leaves (1)
 leaving (1)
 left (4)
 legal (1)
 LEIMAN (3)
 leisure (12)
 Leo (4)
 letter (18)
 letters (5)
 level (1)
 LEWIS (25)
 limb (2)
 limbs (6)
 limit (3)
 limitations (4)
 limits (1)
 LIN (6)
 line (16)
 lines (2)
 listening (1)
 little (3)
 live (15)
 lived (1)
 LLC (6)
 loading (1)
 Local (1)
 located (18)
 LOCATION (7)
 locations (1)
 look (6)
 looked (3)
 looking (6)
 looks (4)
 loose (2)
 looser (1)

lopping (1)
 Lorenzo (27)
 lot (88)
 lots (6)
 low (1)
 lower (1)

< M >

ma'am (6)
 MAC (4)
 mailed (2)
 main (1)
 maintain (2)
 maintaining (1)
 majority (2)
 making (2)
 Management (2)
 manner (1)
 map (4)
 Map/Districts (1)
 March (4)
 marketing (3)
 marsh (12)
 marshland (1)
 marshlands (2)
 material (4)
 materials (2)
 matter (3)
 maximize (1)
 maximum (6)
 McIlvain's (1)
 McQuillan (4)
 MCQUILLIN (1)
 mean (6)
 means (2)
 meant (1)
 mechanisms (1)
 media (1)
 meet (5)
 meeting (10)
 member (1)
 MEMBERS (13)
 membership (1)
 mentioned (1)
 mess (1)
 met (1)
 middle (3)
 mike (1)
 mikes (1)

million (3)
 minute (1)
 minutes (2)
 misrepresentative (1)
 mistaken (1)
 moment (1)
 Moncks (1)
 money (2)
 month (3)
 months (3)
 morning (2)
 MORRIS (5)
 motion (7)
 motions (2)
 motive (1)
 MOTT (3)
 move (2)
 moved (1)
 multilayered (1)
 MUNICIPAL (1)

< N >

name (5)
 narrow (2)
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 naturally (1)
 nature (3)
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 necessary (1)
 necessitates (1)
 need (10)
 needing (1)
 negative (1)
 negatively (1)
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 neighborhood (18)
 neighborhoods (1)
 neighboring (4)
 neighbors (2)
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 net (1)
 never (4)
 new (8)
 news (1)
 nice (2)
 nitpicker (1)
 nominate (3)
 nominating (1)

nomination (1)
nominations (1)
noncompliance (1)
nonconforming (4)
nonrequired (1)
nonresidents (1)
normal (2)
north (5)
northeast (1)
nos (1)
Notary (1)
note (2)
notice (1)
noticed (2)
notification (1)
notifications (1)
notified (2)
nourishing (1)
nuance (1)
number (2)
numerous (1)

< O >

oak (9)
oaks (2)
oath (2)
objections (2)
obtain (2)
Obviously (2)
occurred (1)
Ocean (4)
offer (4)
offered (1)
officers (1)
official (3)
Oh (1)
Okay (23)
old (1)
O'LEARY (33)
Once (1)
one-story (1)
online (1)
open (3)
opinion (2)
opportunity (2)
opposed (2)
opposing (2)
opposition (1)
order (10)

ordinance (23)
ordinances (1)
organizations (1)
original (3)
originally (4)
ought (1)
outlined (1)
outside (3)
outvote (1)
overall (1)
Overlapping (3)
overturn (1)
owned (1)
owner (18)
owners (3)
ownership (1)

< P >

P.M (2)
P.O (1)
paid (1)
parcel (3)
Pardon (1)
Park (3)
parking (6)
Parks (3)
part (2)
participants (1)
participated (1)
particular (5)
parties (3)
part-time (2)
party (1)
path (3)
patios (1)
pattern (1)
Paul (1)
paving (2)
pay (1)
payroll (2)
pending (2)
people (3)
perceivable (2)
percent (21)
percentage (1)
perfect (1)
permanent (1)
permission (1)
permit (7)
permits (2)
permitted (4)
personal (2)
personally (1)
persons (3)
perspective (3)
pertaining (3)
pertinent (1)
pervious (3)
Peter (1)
Phil (1)
physical (1)
physically (4)
picture (2)
pictures (5)
piece (10)
pie-shaped (2)
place (4)
placed (1)
plan (19)
PLANNER (1)
PLANNING (11)
plans (7)
planting (1)
plat (1)
please (7)
plug (1)
plus (3)
podium (2)
point (9)
points (1)
Pond (19)
pool (5)
poorly (1)
pop (1)
porch (1)
portion (3)
portions (2)
positions (2)
Possibly (2)
Post (1)
posted (1)
posting (1)
potential (1)
practical (1)
pre-approved (1)
prescribed (1)
PRESENT (11)
presented (3)

presenting (1)
preservation (5)
preserve (15)
preserving (1)
pretty (1)
previous (2)
previously (1)
price (4)
primarily (2)
primary (1)
printed (1)
prior (9)
probably (4)
procedure (2)
proceed (1)
process (2)
Professional (4)
profit (3)
profitability (4)
profitably (2)
programming (1)
prohibit (4)
project (2)
promote (2)
properties (21)
property (102)
proposed (19)
protect (5)
protection (4)
Provide (1)
provided (1)
public (23)
published (1)
pull (1)
pulled (1)
purchase (4)
purchased (5)
purchaser (1)
purpose (2)
purposes (9)
put (10)
putting (1)

< Q >

qualifying (1)
quantify (1)
quasi-judicial (1)
question (18)
Questions (11)

quick (2)
quite (9)
quorum (1)
quote (1)

< R >

R-1 (3)
R-2 (6)
radius (1)
rain (1)
raise (2)
real (3)
really (15)
Realtime (2)
realtor.com (1)
reappointed (1)
reappointments (1)
rear (15)
reason (1)
reasoning (1)
reasons (1)
rebuttal (1)
recall (3)
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recognize (1)
record (9)
recorded (1)
records (4)
Recreation (2)
red (2)
redoing (1)
reduction (4)
refer (1)
reference (1)
reflect (1)
reflects (1)
regard (2)
regarding (6)
regards (1)
Registered (2)
regulations (5)
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relate (1)
related (1)
relaxation (1)
relief (3)
remaining (3)
remember (1)

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reminded (2)
remove (1)
render (2)
renderings (2)
rendition (2)
renditions (3)
renominate (1)
repeat (1)
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REPORTER (5)
represent (1)
representation (1)
representative (2)
represented (2)
representing (1)
request (25)
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requesting (3)
requests (3)
require (2)
required (13)
requirements (5)
requires (4)
re-share (1)
reside (1)
residence (2)
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Residential (9)
residents (7)
resold (1)
Resort (1)
resource (1)
respect (2)
respectful (1)
respectfully (1)
respectively (1)
response (3)
rest (2)
Restated (1)
restrict (5)
restriction (1)
restrictions (11)
result (11)
retain (1)
retract (1)
returning (1)
review (18)
reviewing (1)

revise (1)
ridge (1)
ridiculous (1)
right (14)
risks (1)
Road (12)
robbing (1)
rolled (1)
roof (1)
root (6)
roughly (1)
RPR (1)
rules (7)
rulings (1)
RUTH (3)

< S >

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save (1)
saw (1)
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says (5)
SC (7)
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SCDES (6)
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schedules (1)
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screening (1)
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seal (1)
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secondary (2)
Seconded (1)
secretary (3)
Section (8)
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seen (2)
selective (1)
sell (3)
senses (1)
sensitive (1)
sent (1)
September (1)
serious (1)
Services (4)
setback (53)

setbacks (10)
sets (1)
setting (1)
seven (2)
shape (7)
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shifting (2)
shocking (1)
short (3)
shortened (1)
shove (1)
show (3)
showing (1)
shown (4)
shows (5)
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side (51)
side-entry (1)
side-loading (1)
sign (1)
signed (2)
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significantly (1)
similar (6)
simple (2)
simply (1)
single (6)
single-family (6)
single-story (1)
sir (12)
site (17)
sits (4)
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situated (1)
situation (1)
six (1)
size (14)
sizes (1)
skirt (1)
slated (1)
slide (3)
small (7)
smaller (6)
sold (5)
somebody (3)
somebody's (1)
soon (1)
Sorry (2)
sort (4)

south (7)
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 space (4)
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 speakers (2)
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 spent (2)
 spirit (5)
 spread (2)
 square (26)
 STAFF (19)
 staff's (4)
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 stand (3)
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 standards (12)
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 statement (2)
 states (5)
 stating (2)
 stenographically (1)
 step (1)
 Steven (1)
 stories (2)
 stormwater (3)
 story (8)
 Strategy (1)
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 strongly (1)
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 submittals (1)

submitted (4)
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 sufficiently (1)
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 summers (1)
 sun (1)
 supersede (2)
 support (8)
 supports (1)
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 Sure (9)
 surprised (3)
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 surroundings (1)
 survey (3)
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 survive (1)
 sustaining (1)
 swing (1)
 switch (1)
 switched (1)
 sword (1)
 sworn (1)

< T >

Table (4)
 tag (1)
 Take (2)
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 takes (1)
 talk (5)
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 tall (1)
 tax (1)
 TAYLOR (7)
 team (1)
 tell (1)
 telling (2)
 tenuous (1)
 terms (3)
 testify (1)
 testimony (4)
 Thank (29)
 Thanks (2)
 thereof (1)
 thin (1)

thing (9)
 things (3)
 think (27)
 third (2)
 thought (4)
 thoughts (1)
 three (9)
 throwback (1)
 TIME (14)
 timeline (5)
 times (3)
 TMS (4)
 today (10)
 today's (1)
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 ton (1)
 tone (1)
 top (2)
 topography (2)
 total (7)
 totally (1)
 touch (1)
 TOWN (19)
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 trail (31)
 trails (3)
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 transcription (1)
 transformer (1)
 travel (1)
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 trees (6)
 tree's (1)
 true (4)
 trunk (1)
 truth (4)
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 trying (7)
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 two-story (2)
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 types (1)
 typical (1)

< U >

unacceptable (1)
 unanimous (2)
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 understand (8)

understanding (1)
 undesirable (1)
 undeveloped (6)
 undue (1)
 unfortunately (2)
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 uniquely (1)
 uniqueness (1)
 unnecessary (2)
 unreasonably (6)
 untouched (1)
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 upholds (1)
 use (19)
 uses (1)
 utilization (4)
 utilized (2)

< V >

vacationing (1)
 valid (1)
 value (7)
 values (1)
 variance (81)
 variances (10)
 vegetation (5)
 versus (2)
 vertical (1)
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 VICE (2)
 vicinity (12)
 view (4)
 views (1)
 VINCENT (21)
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 visitors (1)
 vital (1)
 voice (1)
 voiced (1)
 vote (9)

< W >

walk (6)
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 walks (2)
 want (16)

wanted (9)
warrant (3)
water (3)
way (6)
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welcome (1)
welfare (1)
well (21)
went (5)
we're (11)
west (9)
we've (7)
wide (1)
width (2)
wife (2)
Wilson (22)
wish (2)
within-entitled (1)
Witness (1)
witnesses (5)
word (1)
words (4)
work (3)
worked (1)
working (1)
workings (1)
works (2)
worried (1)
wrap (1)
write-up (2)
written (1)
**WWW.CLARKBOL
EN.COM (1)**

< Y >

yard (1)
year (3)
years (7)
you-all (3)

< Z >

zone (9)
zoned (2)
ZONING (50)
Zoom (1)