

KIAWAH ISLAND
BOARD OF ZONING APPEALS
SEPTEMBER 22, 2025

TRANSCRIPT OF AUDIO RECORDING

CASE NOS.: BZA 25-000011
BZA 25-000013
(1031 Warbler Court)

-and- BZA 25-000014
(138 Blue Heron Pond)

DATE: September 22, 2025

LOCATION: Kiawah Island Municipal Center
Kiawah Island, SC

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A P P E A R A N C E S

BOARD MEMBERS:

FRANK CASSIDY, CHAIRMAN
BEN FARABEE
LIN O'LEARY
PHILLIP ADAMS (via videoconference)
JAY LEWIS
MORRIS HANAN

TOWN STAFF:

DANIEL VINCENT
JOHN TAYLOR

ON BEHALF OF THE BOARD OF ZONING APPEALS:

HAYNSWORTH SINKLER BOYD P.A.
BY: STAFFORD J. "MAC" McQUILLIN, III
134 Meeting Street, 3rd Floor
Charleston, SC 29401

1 (Discussion held off the record.)

2 MR. CASSIDY: Good afternoon,
3 everyone. I'd like to call to order this
4 September 22nd, 2025, meeting of the Town of
5 Kiawah Island Board of Zoning Appeals.

6 I'm Frank Cassidy, the board chair. And
7 in addition to myself, members hearing the case
8 today are: Ben Farabee, Jay Lewis, Morris Hanan,
9 Lin O'Leary, and Phil Adams on the screen.

10 Staff members here are Dan Vincent from
11 our planning staff; John Taylor, our planning
12 director; and Mac McQuillin, our Town attorney.

13 Our case rulings from this and any BZA
14 meeting are available for public review and
15 inspection during normal business hours of the
16 town hall. Since our meeting is being conducted
17 virtually via Zoom, as you can see here, please
18 be reminded that in order to obtain a clean and
19 clear record for persons listening live, it's
20 important that all participants must not speak
21 over one another. If you would like to speak,
22 please raise your hand. I'll recognize you, and
23 you can come to the mic.

24 At this time I would like to explain to
25 the public the workings of the BZA. The Board of

1 Zoning Appeals is a quasi judicial body
2 established to interpret and grant relief from
3 the zoning ordinance. The Board of Zoning
4 Appeals has jurisdiction over three types of
5 cases: Appeals, variances, and special
6 exceptions.

7 Appeals are heard regarding
8 administrative actions or decisions by the zoning
9 administrator or staff. Variances, which we will
10 be discussing today, may be granted when strict
11 application of the zoning ordinance would cause
12 an unnecessary hardship. This board's actions
13 must be based on specific standards as contained
14 in SC Local Government Planning Enabling Act of
15 1994 and the Town of Kiawah Island Zoning
16 Ordinance.

17 Special exceptions allow the board to
18 permit uses if certain conditions as contained in
19 the zoning ordinance are met.

20 A simple majority vote of the quorum
21 present is required to grant a variance or to
22 overturn a decision of the zoning administrator
23 and appeal or to grant a special exception.

24 Because today's hearing is a public
25 fact-finding meeting, we're in compliance with

1 the Freedom of Information Act and SC Code
2 6-29-70. 15 days prior to this hearing, an
3 announcement was printed in the Post and Courier.
4 A sign was posted on or near the designated
5 properties, and a notice was mailed to the
6 applicants or representatives, to residents
7 within 500 feet of the applications, and to
8 parties of interest. Persons, organizations, and
9 the news media that have requested declaration of
10 our meeting have also been notified.

11 The Freedom of Information Act does not
12 require notification of anyone other than the
13 applicants and parties of interest. Our purpose
14 today is for interested parties to be heard in
15 order to assist the board in gathering evidence
16 pertinent to each case. If the members of the
17 BZA feel the need for further information to
18 clarify a case, the board has the authority to
19 subpoena witnesses.

20 In addition to your testimony, our board
21 has been presented written information submitted
22 to the staff by the applicant or their agent in
23 each case. This information is now considered to
24 be evidence and is entered into the permanent
25 record of this body. It is assumed to be

1 complete, true, and accurate.

2 Also, we have been presented data
3 assembled by the staff for the purpose of
4 clarifying the location and the effect on
5 surrounding properties. Our board is empowered
6 to approve, approve with conditions, or to deny
7 your requests.

8 In granting a variance, the Board of
9 Zoning Appeals may attach to it such conditions
10 regarding the location, character, or other
11 features of the proposed building structure or
12 use as the board may consider advisable to
13 protect established property values in the
14 surrounding area or to promote the public health,
15 safety, or general welfare.

16 We are also authorized to defer a case
17 should there be a need to obtain additional
18 information. If an applicant's request is
19 approved for a special exception, variance, or
20 appeal of the decision by the zoning
21 administrator, they must go to the Town of Kiawah
22 Island to apply for permits. Variances and
23 special exceptions granted by the BZA are valid
24 for 12 months after this meeting.

25 If an applicant's request is disapproved

1 and they wish to appeal the decision of this
2 board concerning their case, appeals must be
3 addressed to the circuit court.

4 SC Code 6-29-820 states that the appeal
5 must be filed by the applicant within 30 days
6 after the decision of the board is mailed to
7 them. Failure to file an appeal within the time
8 limits deprives the court of jurisdiction to hear
9 the matter.

10 For each case, staff will present the
11 information, the applicant will present their
12 case, and we'll hear from others who wish to
13 speak. Be reminded to direct your comments to
14 the board, not to the applicant or other
15 speakers.

16 To expedite the meeting, I would ask
17 that all persons who intend to speak today on any
18 of the cases would stand, please, and Mac will
19 administer the oath.

20 MR. McQUILLIN: Raise your right
21 hand and repeat after me. I swear to tell the
22 truth, the whole truth, and nothing but the
23 truth, so help me God.

24 (Unidentified parties repeat oath.)

25 MR. CASSIDY: Thank you, Mac. I'll

1 now call cases BZA 25000011 and 000013 to at 1031
2 Warbler Court. First we'll hear from staff, then
3 the applicant, then others. All speakers should
4 state your name and current address for the
5 record before presenting testimony.

6 I'll limit comments by the public to
7 three minutes and the applicant will have a
8 chance for rebuttal, if necessary. For those who
9 were not here last month, we considered these
10 cases then and then deferred action to the ARB to
11 complete their work, which they've done. And --

12 MR. LEWIS: Frank, I'm sorry. If I
13 could interrupt briefly. Mr. Cherf and I, who
14 both are on Zoom, are having trouble hearing. If
15 whoever's doing the audio, video stuff,
16 (inaudible) or mics in the room would be helpful.
17 They need to be closer to you.

18 MR. CASSIDY: Yeah, thanks. I
19 didn't -- I have a mic here. I'll make sure I'm
20 speaking into the mic, Phil. Thank you. Is my
21 mic on? Got it. Okay. Good.

22 Okay. Dan?

23 MR. VINCENT: Thank you, Mr. Chair.
24 Our first case, first two cases today, I'll
25 present together, and then we'll separate the

1 votes out after we're done with the
2 presentations.

3 Our first case today, case number
4 BZA 25-000011 and 13 are both variances for the
5 property located at 1031 Warbler Court. The
6 first request is a variance request for the
7 increase in maximum lot coverage by approximately
8 .64 percent or 26 square feet for a proposed
9 addition, and then the next variance is the same
10 property for the reduction of the required 5-foot
11 side setback for approximately 31 square feet for
12 a proposed addition.

13 The property owners, David L. and
14 Katherine E. Gish are represented by the
15 applicant, Mr. Kent Dukes. The TMS number is
16 207-06-00-032. The property is located in the
17 R20 residential zoning district. The surrounding
18 neighborhood is developed primarily with
19 single-family residential homes, and the property
20 is subject to review by the Kiawah Island
21 Architectural Review Board.

22 The Town of Kiawah Island's Land Use
23 Planning and Zoning Ordinance requires a front
24 setback of 20 feet, side yard setbacks of 5 feet,
25 and a 10-yard re -- 10-foot rear yard setback.

1 The maximum allowable amount of lot coverage is
2 50 percent. The subject property is legally
3 nonconforming in regards to setbacks and lot
4 coverage.

5 Here's a zoning aerial view of the
6 subject property, and here's a GIS aerial view
7 from Charleston County.

8 The applicants' proposed plans include
9 an addition to the existing structure located in
10 the rear. The size of the new addition is
11 approximately 64 square feet. Portions of the
12 new addition will encroach into the side setback
13 by approximately 31 square feet. At its furthest
14 point of encroachment, the proposed structure
15 encroaches 4.7 feet into the required 5-foot side
16 yard setback.

17 The applicants' plans also include
18 replacing the existing landing located in the
19 front yard. The applicant will replace the
20 boardwalk with a pervious surface, which results
21 in an offset of primary lot coverage by
22 approximately 38 square feet of .92 percent lot
23 coverage. The total proposed increase in primary
24 lot coverage is approximately 54.97, and the
25 total secondary lot coverage is .92 percent,

1 which results in a total lot coverage of
2 55.89 percent.

3 The applicant has submitted to the
4 Kiawah Island Architectural Review Board, and the
5 KI ARB has granted approval on September 4th,
6 stating, The setback and lot coverage variances
7 are approved as the design is one that is in
8 keeping with patterns presented in the
9 neighborhood, and the resulting whole is
10 well -- is well composed. As a designed
11 two-bedroom frame, the porch in a simple
12 straightforward manner, minimal adjustments to
13 metrics would negatively impact the appearance to
14 the house, and it's preferable as shown.

15 Regarding the setback encroachment,
16 board members considered as originally proposed,
17 this would have been approved as the area setback
18 encroachment is in line when what's already over
19 the setback on that side. Regarding the lot
20 coverage variance, other than reducing the area
21 of addition, as discussed above, the alternative
22 is to reduce the area of the existing deck. In
23 this neighborhood, the deck extending to the lot
24 line is a well established pattern and board
25 members found it preferable to leave this

1 undisturbed.

2 A site visit was conducted on
3 September 5th, and the following findings related
4 to the variance approval criteria.

5 I'll go through the first variance,
6 which is for the lot coverage, and then we can
7 take a vote on that, and then we'll switch to the
8 next variance for the setback encroachment. Here
9 are some pictures.

10 So Criteria A, there may be
11 extraordinary and exceptional conditions
12 pertaining to the particular piece of property.

13 There may be extraordinary and
14 exceptional conditions pertaining to the
15 particular -- to the property due to the small
16 size of the lot. Total lot size is approximately
17 4,112 square feet. Per the applicants' letter of
18 intent, quote, The unusual condition regarding
19 this property is the lot -- is the lot size
20 related to other properties in the community.

21 Criteria B, these conditions do not
22 generally apply to other properties in the
23 vicinity.

24 These conditions may be unique to the
25 subject property and may not generally apply to

1 other properties in the vicinity. The subject
2 property is located in the R20 residential zoning
3 district. Adjacent properties and properties
4 across Warbler Court are also located in R20
5 residential zoning district. Existing structures
6 in the vicinity may or may not have similar
7 encroachments.

8 Per the applicants' letter of intent,
9 quote, This condition would not apply to other
10 properties in the vicinity which exceed -- which
11 exceeded the lot coverage restrictions when lot
12 lines were established. Many of the existing
13 properties with similar lot size are small
14 two-bedroom cottages, which may not exceed lot
15 coverage restrictions.

16 Criteria C, because of these conditions,
17 the application of this ordinance to the
18 particular piece of property would effectively
19 prohibit or unreasonably restrict the
20 utilization. The application of this ordinance
21 to 1031 Warbler Court would prohibit the
22 construction of the proposed addition as the
23 proposed structure will increase the lot coverage
24 over the allowable 50 percent; however, it does
25 not restrict the utilization.

1 Criteria D, the authorization of this
2 variance will not be of substantial detriment to
3 adjacent properties or the public good, and the
4 character of the zoning district will not be
5 harmed by the granting of this variance.

6 The authorization of this variance may
7 not be of substantial detriment to adjacent
8 properties or the public good. The proposed
9 addition is positioned in the rear of the home
10 and does not stretch farther than the existing
11 portion of the rear of the home. Per the
12 applicants' letter of intent, quote, The addition
13 will not be visible by one -- the addition will
14 only be visible by one of the adjacent
15 properties. That neighbor has voiced
16 non-objection to the planned addition.

17 Criteria E, Granting of this variance
18 will not allow the establishment of
19 which -- excuse me. The Board of Zoning Appeals
20 shall not grant a variance the effect of which
21 would be to allow the establishment of a use not
22 otherwise permitted in the zoning district,
23 extend physically a nonconforming use of land, or
24 change the zoning district boundaries shown in
25 the official zoning map.

1 Granting of this variance would not
2 allow the establishment of a use not otherwise
3 permitted, extend a nonconforming use of land, or
4 change the zoning district boundaries. Per the
5 applicants' letter of intent, quote, The planned
6 addition would allow -- would add approximately
7 64 square feet to the lot coverage calculation;
8 however, this will be reduced to 26 square feet
9 by replacing the front boardwalk with pervious
10 pavers. The lot coverage percent will slightly
11 increase.

12 Criteria F, The fact that the property
13 may be utilized more profitably should a variance
14 be granted may not be considered grounds.

15 The BZA may not consider profitability
16 when considering this variance request. Per the
17 applicants' letter of intent, quote, The addition
18 being planned is not for profitability.

19 Criteria G, the need for this variance
20 shall not be the result of the applicants' own
21 actions.

22 The need for the variance may not be the
23 result of the applicants' own actions. The
24 existing structure is legally nonconforming
25 regarding lot coverage and setbacks, and the home

1 was constructed in 1976.

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

8 The proposed lot coverage increase is
9 minimal. The applicant is also partially
10 offsetting the new lot coverage by replacing
11 existing entrance walkway with pervious pavers.
12 Per the applicants' letter of intent, quote, The
13 planned addition would allow approximately
14 64 percent to the lot coverage; however, this
15 will be reduced to 26 square feet by replacing
16 that boardwalk with pervious pavers.

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

21 The granting of this variance may not
22 substantially conflict with the comprehensive
23 plan or the purposes of this ordinance.

24 This concludes staff's presentation for
25 BZA case 11. I can continue to 13 if we want to

1 do them together, or we could take separate
2 votes.

3 MR. CASSIDY: Yeah, why don't we do
4 that, and then we'll take the votes separately.
5 We'll have Mr. Dukes and others talk after you're
6 finished.

7 MR. VINCENT: Okay.

8 MR. CASSIDY: Any questions at this
9 point for Dan?

10 MR. LEWIS: Just a question. You
11 said you did a site survey on September 5th?

12 MR. VINCENT: Yes.

13 MR. LEWIS: Had anything physically
14 changed between our last meeting and this meeting
15 other than the administrative part for the ARB?

16 MR. VINCENT: No. The staff didn't
17 notice any changes.

18 MR. LEWIS: Okay.

19 MR. VINCENT: I can defer to the
20 applicant if they would like to speak, but staff
21 did not notice anything.

22 MR. LEWIS: Okay. Thank you.

23 MR. CASSIDY: Okay. Dan, let's
24 move on.

25 MR. VINCENT: Okay. We'll proceed

1 to case number 13, and this is a variance for the
2 reduction of the required 5-foot setback for
3 approximately 31 square feet.

4 Criteria A, There are extraordinary and
5 exceptional conditions pertaining to the
6 particular piece of property.

7 There may be extraordinary and
8 exceptional conditions pertaining to the property
9 due to the setback lines of the property being
10 established after construction of the property.
11 The residence was constructed in 1976, according
12 to Charleston County records. And the recorded
13 plat dated June 2, 1976, indicates a zero lot
14 line on the left side of the property.

15 Under current regulations, the Kiawah
16 Island Property Setback Appendix requires 5-foot
17 setbacks on both sides. Per the applicants'
18 letter of intent, quote, The setback lines for
19 the property were established years after the
20 cottage was built. Since the property has zero
21 line -- zero lot line setbacks on both sides with
22 the adjacent properties, the existing setback
23 lines show the house to be invading the setback
24 areas on both sides.

25 Criteria B, these conditions do not

1 generally apply to other properties in the
2 vicinity.

3 These conditions may be unique to the
4 subject property and may not generally apply to
5 other properties in the vicinity. While all
6 currently developed lots on Warbler Court are
7 subject to either a 5-foot or 7-foot side yard
8 setback encroachment, the recorded plat reflects
9 a zero lot line condition on one side of each
10 lot. The majority of developed lots on
11 Warbler Court utilize one side as the zero lot
12 line.

13 The subject parcel is zoned R20,
14 residential overlay district, consistent with
15 adjacent properties. Existing structures in the
16 vicinity may or may not have similar
17 encroachments based on current setback standards.
18 Per the applicants' letter of intent, quote, The
19 condition of having both sides of the house
20 encroaching setback areas is unique.

21 Criteria C, because of these conditions,
22 the application of the ordinance to the
23 particular piece of property would effectively
24 prohibit or unreasonably restrict the utilization
25 of the property. Application of the ordinance to

1 the subject property would prohibit the
2 construction of the proposed addition due to the
3 encroachment into the required 5-foot side yard
4 setback; however, such application does not
5 appear to unreasonably restrict overall use of
6 the property.

7 Per the applicants' letter of intent,
8 quote, The ability to have an additional bathroom
9 greatly increases the livability of the cottage.
10 There is no bathroom on the left side of the
11 house.

12 Criteria D, the authorization of the
13 variance will not be of substantial detriment to
14 adjacent properties or the public good, and the
15 character of the zoning district will not be
16 harmed by the granting of this variance.

17 The authorization of the variance may
18 not be of substantial detriment to adjacent
19 properties or the public good. The proposed
20 addition is located at the rear of the structure
21 and does not extend beyond the existing rear
22 building line of the existing home.

23 Per the applicants' letter of intent,
24 quote, A large percentage of the cottages at
25 Sparrow Pond have made this addition. The

1 addition is located at the rear of the cottage
2 and is not visible from the street. The addition
3 fits well into the overall design of the cottage
4 and matches existing colors and the roof.

5 Criteria E, the BZA shall not grant a
6 variance the effect of which would be to allow
7 the establishment of a use not otherwise
8 permitted in the zoning district, to extend
9 physically a nonconforming use of the land, or
10 change the zoning district boundaries.

11 The granting of this variance would not
12 result in the establishment of a use not
13 otherwise permitted in the R20 zoning district,
14 would not physically extend a nonconforming use
15 of land, nor alter any zoning district
16 boundaries.

17 Per the applicants' letter of intent,
18 quote, No zoning boundaries will change as a
19 result of this project. The use of the property
20 will continue to be that of a vacation home with
21 periodic rentals.

22 Criteria F, The fact that the property
23 may be utilized more profitably should a variance
24 be granted may not be considered grounds for a
25 variance. The potential for increased

1 profitability shall not be considered grounds for
2 granting a variance.

3 Per the applicants' letter of intent,
4 quote, The sole reason for the variance is to
5 make the property more livable and to enhance its
6 comfort and appearance.

7 Criteria G, The need for the variance
8 shall not be the result of the applicants' own
9 actions.

10 The need for the variance may not be
11 directly attributable to the applicants' own
12 actions. The structure was built prior to the
13 implementation of the current setback regulations
14 and is considered legally nonconforming. Per the
15 applicants' letter of intent, quote, The need for
16 this variance is the result of setbacks that were
17 established after the property was built upon and
18 placed the house structure inside the setbacks.

19 Criteria H, Granting the variance will
20 not be contrary to the public or neighborhood
21 interest, nor will not adversely affect other
22 properties in the vicinity, nor interfere with
23 the harmony, spirit, intent, and purposes of
24 these regulations.

25 The requested variance does not appear

1 to adversely affect neighboring properties, nor
2 does it conflict with the intent or purposes of
3 the applicable regulations. The proposed side
4 setback encroachment does not exceed the extent
5 of the existing structure.

6 Per the applicants' letter of intent,
7 quote, Granting the variance will allow
8 significant improvement in the appearance of the
9 property built approximately 45 years ago and
10 continue to foster improvements that have been
11 made and are being made in the Sparrow Pond
12 community.

13 Criteria I, The granting of this
14 variance does not substantially conflict with the
15 comprehensive plan or purposes of this ordinance.

16 The granting of the variance may not
17 substantially conflict with the comprehensive
18 plan or purposes of this ordinance. Should the
19 Board of Zoning Appeals consider approval of this
20 variance, planning staff requests the following
21 condition: Number one is the applicant shall
22 provide an as-built survey to the planning
23 director, ensuring the proposed addition conforms
24 to the requested and improved encroachment; and
25 number two, prior to the issuance of zoning

1 permit and construction, the applicant shall
2 provide a landscape plan to be approved by the
3 planning director showing the enhanced
4 landscaping corresponding to the proposed
5 additions providing buffering to the street and
6 adjacent properties.

7 MR. CASSIDY: Thank you, Dan. Any
8 further questions for Dan? Mr. Dukes or anyone
9 else that wants to make some comments?

10 MR. DUKES: Good afternoon. My
11 name is Ken Dukes. I live at 14 Harleston place
12 in Charleston, South Carolina. I am a
13 contractor, and I'm representing David and
14 Katherine Gish in this proposed project.

15 I can't add a lot to what I know that's
16 already said. The ARB did review the proposal.
17 I understand from the -- the ARB board that they
18 see that the lot coverage is trying to be
19 minimized by -- by reworking the boardwalk with
20 pervious pavers, and it's a small increase of
21 only .6 percent for lot coverage.

22 The lot -- and breaking the addition out
23 even with the porch is a much more attractive
24 design than trying to minimize the addition by
25 lowering the lot coverage. It would -- it would

1 really deter from the looks of the cottage.

2 In addressing the setback lines, I
3 thought the ARB made a very significant point
4 that if the -- this proposal had been made before
5 the setback lines were established, it wouldn't
6 almost likely -- very likely have been approved
7 because then it would have been grandfathered in
8 with the existing setback area that's
9 grandfathered. So the existing setback area is
10 about 53 percent lot coverage. I mean, it's
11 about 3 percent over the 50 percent limit, and
12 this makes it about 54 or a little less than
13 54 percent.

14 MR. CASSIDY: Thank you, sir.

15 Any questions for Mr. Dukes?

16 Okay. We're going to take these
17 cases --

18 Thank you, sir.

19 MR. DUKES: Okay.

20 MR. CASSIDY: We'll take these
21 cases one at a time. So first, with regard
22 to -- to case 11, which is the request for an
23 increase in minimum lot coverage, I would
24 entertain any motions anyone would care to make.

25 MS. O'LEARY: I would make a motion

1 that we approve.

2 MR. CASSIDY: Motion to --

3 MS. O'LEARY: Motion for 00011.

4 MR. CASSIDY: A motion is made to
5 approve.

6 MR. HANAN: I'll second it.

7 MR. CASSIDY: A second by --

8 MS. O'LEARY: Morris.

9 MR. CASSIDY: -- by Morris. And is
10 there any further discussion?

11 Hearing none, I'll take the vote.

12 Ben?

13 MR. FARABEE: Yes.

14 MR. CASSIDY: Jay?

15 MR. LEWIS: Yes.

16 MR. CASSIDY: Morris?

17 MR. HANAN: Yes.

18 MR. CASSIDY: Lynn?

19 MS. O'LEARY: Yes.

20 MR. CASSIDY: Phil?

21 MR. ADAMS: Yes.

22 MR. CASSIDY: And, Frank, yes.

23 So that one's approved.

24 So let's move on the case 13, which is
25 the reduction in the required 5-foot side setback

1 for approximately 31 square feet. Again, I would
2 entertain a motion here.

3 MS. O'LEARY: I motion that we
4 approve this one as well.

5 MR. CASSIDY: Is there a second?

6 MR. LEWIS: Just a question. There
7 was also two conditions, I think, that -- on
8 landscaping and the as-built?

9 MR. CASSIDY: Yeah. You want to
10 add the two conditions, Lin?

11 MS. O'LEARY: Yes, keep those two
12 conditions for the landscaping and the as-built
13 survey. Thank you, Jay.

14 MR. CASSIDY: Second by Jay.

15 Any further discussions?

16 Okay. Hearing none, we'll take the
17 vote.

18 Ben?

19 MR. FARABEE: Yes.

20 MR. CASSIDY: Jay?

21 MR. LEWIS: Yes.

22 MR. CASSIDY: Morris?

23 MR. HANAN: Yes.

24 MR. CASSIDY: Lin?

25 MS. O'LEARY: Yep.

1 MR. CASSIDY: Phil?

2 MR. ADAMS: Yes.

3 MR. CASSIDY: And, Frank, yes. So
4 that's unanimous as well. So both of these are
5 approved, and that concludes our -- our
6 consideration of case 1031 -- or case
7 1031 Warbler Court.

8 So we will proceed now to 138 Blue Heron
9 Pond, which is Case BZA25-00014. And we'll be
10 using the same procedure as before.

11 And Dan, you're up.

12 MR. VINCENT: Thank you, Mr. Chair.

13 MR. LEWIS: Frank, if I could
14 interrupt again.

15 MR. CASSIDY: Sure.

16 MR. LEWIS: Whoever's in charge of
17 the video, the only video feed I'm getting is the
18 Town of Kiawah Island logo. If someone could
19 mess with the selection the camera is making to
20 get me the camera view of the table would be
21 appreciated.

22 I got it. Thanks.

23 MR. CASSIDY: Oh, good. Okay.
24 That was fast.

25 Okay. Dan, it's all yours.

1 MR. VINCENT: Okay. Our next case
2 today is case number BZA 25-000014. The
3 applicant property owner is John and Kelly Cherf,
4 represented by Jedd McLuen are requesting a
5 variance for the reduction of the required
6 30-foot side yard setback for approximately
7 42 square feet for a proposed HVAC stand. TMS
8 number for the subject property is 265-02-00-064,
9 and again, the property location is at 138 Blue
10 Heron Pond. The zoning district is classified as
11 the R1 residential zoning district.

12 The Town of Kiawah Island's Land Use
13 Planning and Zoning Ordinance pursuant to Section
14 1265 requires a 30-foot setback, 30-foot side
15 yard setback, and a 30-foot rear yard setback.
16 The maximum allowable lot coverage for the
17 subject property is 33 percent. Currently the
18 subject property is considered nonconforming
19 regarding setbacks.

20 Here's a zoning aerial view of the
21 subject property. Here's a GIS aerial view of
22 the subject property.

23 The property has been recently developed
24 as a single-family residence. The zoning permit
25 was approved on January 16, 2024. Subsequently,

1 a building permit was approved on January 26,
2 2024, and the CO was issued for the subject
3 property on June 6, 2025.

4 On June 11, 2025, the Town was notified
5 by a neighbor of a potential violation located at
6 the subject property of the newly installed HVAC
7 equipment on the home. After obtaining site
8 pictures and discussion with the representative,
9 the Town requested the app -- the applicant
10 provide an as-built survey to determine if the
11 HVAC equipment was in violation.

12 The applicant submitted an as-built
13 survey for review on August 1, 2025. In
14 reviewing the requested as-built survey, planning
15 staff determined that the HVAC equipment was in
16 violation of the required building setbacks.
17 Planning staff notified the applicant of the
18 violation and advised the applicant they must
19 come into compliance.

20 On August 14, 2025, the applicant
21 subsequently applied for a zoning variance to
22 remove the existing HVAC equipment and build an
23 enclosed HVAC stand beyond the 30-foot left side
24 setback.

25 The applicant's proposed plans include

1 the installation of an HVAC stand that would
2 encroach into the 30-foot side setback by
3 approximately 4 feet. The requested variance
4 seeks relief for approximately a total of
5 42 square feet for the encroachment into the side
6 setback area.

7 The proposed HVAC stand is approximately
8 26 feet from the adjacent property line. The
9 proposed HVAC stand is intended to replace the
10 existing HVAC stand -- or excuse me, HVAC
11 equipment currently in violation of the zoning
12 ordinance.

13 The current total lot coverage is
14 26.2 percent, .09 of which -- .09 percent of
15 which is pervious. The proposed HVAC stand will
16 add approximately 42 square feet, resulting in a
17 total proposed lot coverage of approximately
18 26.4 percent.

19 The applicant has submitted to the
20 Kiawah Island Architectural Review Board. The
21 KI ARB granted approval stating, The appeal to
22 locate the equipment stand in the side yard is
23 approved for the attached design in consideration
24 of the quality of the architecture and as the
25 recommended solution of the architect to best

1 respect the defining architectural elements of
2 the home and to fully screen all equipment in
3 this location. Ample landscaping to screen the
4 side of the property and the stand will be
5 required.

6 Staff took a site visit on September 5,
7 2025, and here are a few site pictures from the
8 visit. The picture on the left that you're
9 seeing currently is the picture of the current
10 HVAC equipment installed. That is in violation
11 of the zoning ordinance. And then the picture on
12 the right is where the proposed HVAC stand is
13 proposed to go.

14 Move on to the variance approval
15 criteria.

16 Criteria A, There are extraordinary and
17 exceptional conditions pertaining to the
18 particular piece of property.

19 Staff finds that there are extraordinary
20 conditions that may qualify as extraordinary or
21 exceptional for this property. Per the
22 applicants' letter of intent, quote, The property
23 is located in a LIMWA zone, which provides
24 limited opportunities for utility services to the
25 home. The side setbacks are somewhat more

1 restrictive at 30 feet for a residential
2 property.

3 Criteria B, these conditions do not
4 generally apply to other properties in the
5 vicinity.

6 These conditions may be unique to the
7 subject property. The property is located in the
8 R1 residential zoning district. Adjacent
9 properties along Blue Heron Pond Road are also
10 located in the R1 residential zoning district.
11 Existing structures in the vicinity may or may
12 not have similar encroachments.

13 Per the applicants' letter of intent,
14 quote, The LIMWA designation is a fairly new
15 flood designation that didn't apply to
16 neighboring properties when built.

17 Criteria C, Because of these conditions,
18 the application of this ordinance to the
19 particular piece of property would effectively
20 prohibit or unreasonably restrict utilization of
21 the property.

22 The application of this ordinance to the
23 property may not prohibit or unreasonably
24 restrict the utilization of the property. Per
25 the applicants' letter of intent, quote, These

1 conditions don't prohibit the utilization but
2 would require an aesthetic location that isn't
3 supported by neighbors.

4 Criteria D, The authorization of a
5 variance will not be of substantial detriment to
6 adjacent properties or to the public good, and
7 the character of the zoning district will not be
8 harmed by the granting of this variance.

9 The authorization of this variance may
10 not be of substantial detriment to the adjacent
11 properties or the public good. The proposed
12 location has received support from
13 adjacent -- from the adjacent property owner and
14 the Kiawah Island Architectural Review Board with
15 conditions requiring screening.

16 Per the applicants' letter of intent,
17 quote, The adjacent homeowner is in full
18 agreement with the proposed variance, along with
19 other neighboring properties, as well as the
20 Kiawah Island Architectural Review Board.

21 Criteria E, The BZA shall not grant a
22 variance the effect of which would be to allow
23 the establishment of a use not otherwise
24 permitted in the zoning district, to extend
25 physically a nonconforming use of land, or to

1 change the zoning district boundaries shown on
2 the official zoning map.

3 Granting of this variance would not
4 allow the establishment of a use not otherwise
5 permitted in this zoning district, extend
6 physically a nonconforming use of land, or change
7 the zoning district boundaries.

8 Criteria F, The fact that the property
9 may be utilized more profitably should a variance
10 be granted may not be considered grounds for a
11 variance.

12 The BZA may not consider profitability
13 when considering a variance request. Per the
14 applicants' letter of intent, quote, Financial
15 basis is not a motive for the variance request.

16 Criteria G, The need for this variance
17 shall not be the result of the applicants' own
18 actions. The need for the variance may be the
19 result of the applicants' own actions. Per the
20 applicants' letter of intent, quote, The
21 applicant has not acted in a way to cause the
22 request for the variance.

23 Criteria H, Granting of the variance
24 will not be contrary to the public or
25 neighborhood interest, or will not adversely

1 affect other properties in the vicinity nor
2 interfere with the harmony, spirit, or intent of
3 these regulations.

4 Given the KI ARB's approval and written
5 support from adjacent neighbors, granting the
6 variance may not be contrary to the neighborhood
7 or public interest. The intent of the setback to
8 provide separation and visual relief will be
9 preserved through the required screening.

10 Per the applicants' letter of intent,
11 quote, This would not be contrary to the public
12 or neighborhood interest and would not interfere
13 with the purposes of these regulations.

14 The letters of AR -- of approval from
15 the ARB and also from adjacent neighbors indicate
16 a majority agreement in the variance request.

17 And, Criteria I, The granting of this
18 variance does not substantially conflict with the
19 comprehensive plan or the purposes of this
20 ordinance.

21 The granting of this variance may not
22 substantially conflict with the comprehensive
23 plan or the purposes of the ordinance. The
24 proposed plans are in line with the Town of
25 Kiawah Island's land use element of the

1 comprehensive plan of maintaining the residential
2 character and natural environment of Kiawah
3 Island.

4 Per the applicants' letter of intent,
5 quote, This would not conflict with the
6 comprehensive plan as there is plenty of
7 available lot coverage, and the approved variance
8 would not allow another building or habitable
9 wall structure.

10 Should the Board of Zoning Appeals
11 consider approval of the variance, planning staff
12 requests the BZA consider the following
13 conditions, the first of which the -- number one:
14 The applicant shall provide an as-built survey to
15 the planning director, ensuring the proposed
16 addition conforms to the requested and approved
17 encroachment; and number two, prior to the
18 issuance of a zoning permit and construction, the
19 applicant shall provide a landscape plan to be
20 approved by the planning director and showing
21 enhanced landscaping providing additional
22 buffering from the adjacent neighbor and from the
23 street.

24 I would just like to point out we have
25 received -- the applicant has provided five

1 letters of support, and we have received one
2 letter in objection.

3 MR. CASSIDY: Dan, this house was
4 originally designed on a geothermal system, which
5 would not have required any kind of variance. It
6 was built with the Mitsubishi system, which is
7 not in compliance, and yet a CO was issued on
8 June 6th. Who was supposed to check that what
9 got built is actually what was planned?

10 MR. VINCENT: So when the applicant
11 submits for a new home, they submit a zoning
12 permit. At the time, the zoning permit was
13 submitted in January 16th, 2024. And that zoning
14 permit, it will show the applicants' plans to
15 show anything and everything built on the home,
16 and those plans did not include that HVAC
17 equipment. And if it was included, it was not
18 labeled.

19 MR. CASSIDY: Yeah, I get that.

20 MR. VINCENT: And so when --

21 MR. CASSIDY: That's not what
22 happened? So who is supposed to check?

23 MR. VINCENT: Well, building -- the
24 building department makes several inspections,
25 but they don't check for setback encroachments.

1 They check for different --

2 MS. O'LEARY: But wouldn't they
3 have checked if it was supposed to be on the
4 original plan for geothermal and then they do a
5 site visit and there's these big units attached
6 to the house? Would he have not seen that? I
7 mean, I'm just curious. Where did we -- where
8 did we miss this?

9 MR. CASSIDY: If there had not been
10 a complaint on June 11th, we wouldn't even be
11 here today, which doesn't strike me as a really
12 good process.

13 MR. TAYLOR: So the question is
14 regarding the actual HVAC equipment that's on the
15 side of the house. Typically we would have seen
16 that on a set of zoning plans, which would have
17 triggered the setback encroachment. Since they
18 weren't on the set of zoning plans that would
19 trigger a setback encroachment, then that plan
20 was approved and moved to the next phase of the
21 building process, which is our building review.

22 Upon building review, as Dan stated,
23 they're not checking for a setback encroachment
24 on that part of the process. Now, we would look
25 at specific building -- building corners to

1 ensure that meets the setback, but this was in a
2 particular case where this example where it's
3 very -- without additional details to know
4 exactly where that -- the equipment would
5 overhang, the set of plans would not have shown
6 that until there was more documentation
7 submitted.

8 MS. O'LEARY: Right. But when we
9 went to do the final certificate of occupancy,
10 would we have not noticed that that was there and
11 it was never -- and it was supposed to be all
12 geothermal? So would -- as you -- even as you
13 went through the planning and the -- we see the
14 site -- the building inspector all the time on
15 our street because we have construction. Are
16 they not looking at the plan as in comparison to
17 what's actually happening?

18 MR. TAYLOR: I mean, it's --

19 MS. O'LEARY: That's pretty much
20 the question, isn't it, Frank?

21 MR. CASSIDY: Yeah. I mean, this
22 is not directly on point with whether we grant
23 the current variance or not, but I suggest that
24 our process for determining whether what was
25 built was actually what was originally on the

1 plan ought to be -- ought to be looked at.

2 MR. TAYLOR: Yeah, and to that
3 particular point, we have administered a new sort
4 of process where as-builts are -- would be
5 required for projects after construction. So
6 that would at least give us the ability to check
7 to see what's been actually built compared to
8 what's originally submitted in the original
9 plans.

10 So that's something at the Town that
11 we've put into place subsequent to this
12 particular application, but that was one of the
13 things that we missed.

14 MR. CASSIDY: So is that to say
15 that once you got the as-built survey, it would
16 have shown this issue and you would have reacted
17 to that?

18 MR. TAYLOR: Correct.

19 MS. O'LEARY: Is there a
20 responsibility from the builder when they make a
21 change like this on a plan that's approved for
22 geothermal to contact the Town and say, We're
23 changing the direction on this, and we're going
24 to do this?

25 MR. TAYLOR: Yeah, any changes that

1 are -- that are different from what was approved
2 should be noted to the Town, whether it's --

3 MR. CASSIDY: Well, we'll hear from
4 the representative.

5 MR. TAYLOR: -- but I would defer
6 that to the -- yeah.

7 MS. O'LEARY: Okay. Sorry.

8 MR. CASSIDY: Any other questions
9 for Dan?

10 Yeah, Ben?

11 MR. FARABEE: So what was
12 originally approved wasn't actually what's there
13 now?

14 MS. O'LEARY: Correct.

15 MR. TAYLOR: Correct. Correct.

16 MR. LEWIS: John, I haven't ever
17 seen this LIMWA criteria or flood designation
18 previously. Is this something we're going to see
19 more?

20 MR. TAYLOR: The short answer is
21 possibly just knowing the -- for me, I hesitated
22 just because Blue Heron Pond location was a
23 little bit strange to have that on that
24 particular site, but typically we only see it on
25 beachfront properties or properties where there's

1 a good, significant potential of inundation or
2 wave action, rather. That's a question I can't
3 answer confidently to say are we going to see
4 more of these more regularly right now.

5 MR. LEWIS: Okay.

6 MR. CASSIDY: Ben, you had a
7 question?

8 MR. FARABEE: Yeah, was this
9 structure approved, the east side right at the
10 setback? I mean, is that the way it was
11 approved?

12 MR. TAYLOR: Say that one more
13 time.

14 MR. FARABEE: The structure, when
15 it was positioned in the lot, it's -- the
16 east -- east side of it with the setback, the
17 side in question, you said -- was that originally
18 approved?

19 MR. TAYLOR: Yeah, the original set
20 of plans mirrored what you see here. There was a
21 shift in the set of how -- the actual building, a
22 shift in the actual site plans since that was
23 originally submitted.

24 MR. FARABEE: I'm just trying to
25 determine, did everyone know when it was approved

1 that it was put right at the setbacks? That's
2 what I want to know.

3 MR. TAYLOR: The building itself
4 meets the criteria. We're talking specifically
5 about the equipment that's encroaching. The
6 building itself --

7 MR. FARABEE: I'm talking about
8 what was put at the setback line. Was the
9 building -- the structure put at the setback
10 line?

11 MR. TAYLOR: Yes.

12 MR. CASSIDY: Which is hardly
13 unusual.

14 MR. FARABEE: Pardon me?

15 MR. CASSIDY: That's hardly
16 unusual.

17 MR. FARABEE: I understand that,
18 but I would think everyone would know this too.

19 MR. CASSIDY: Yeah. Sorry. Okay.
20 Go ahead.

21 MR. TAYLOR: Any other questions?

22 MR. CASSIDY: Anything else for
23 John?

24 Okay. Is Mr. McLuen going to speak for
25 the applicant?

1 MR. McLUEN: Good afternoon. My
2 name's Jedd McLuen. I'm one of the owners of
3 Bennett-McCluen Homes here on Kiawah Island, and
4 I'm the representative for John and Kelly Cherf
5 here.

6 MR. FARABEE: I'm sorry. I didn't
7 understand. What's your position?

8 MR. McLUEN: I'm one of the owners
9 of Bennett-McLuen Homes on Kiawah.

10 MS. O'LEARY: He's the builder.

11 MR. FARABEE: You're the builder?

12 MR. McLUEN: Yes, I'm the builder.
13 Yes, I was the builder and also the
14 representative here for the applicant.

15 So as we discussed, this home was
16 originally designed to have a geothermal HVAC
17 system, which would not require a stand. And
18 after a lot of research on optional equipment and
19 trying to figure out what is the best HVAC
20 equipment for the house, we came upon the
21 solution that these VRS systems were more energy
22 efficient, they were quieter, they were less
23 impactful on the environment because they didn't
24 have wells drilled into the ground.

25 That was all really important to our

1 client. So he made the decision to move forward
2 with a -- an air-to-air system, a non geothermal
3 system, which would require either hanging the
4 units on the side of the house or a stand of some
5 sort.

6 MS. O'LEARY: Can I just ask --

7 MR. McLUEN: Sure.

8 MS. O'LEARY: Am I allowed to
9 interrupt through this? Yes? Okay.

10 Sorry. At what point in the build did
11 you do this? I mean, were the cinder blocks just
12 there? Was the house framed? At what point did
13 you change from geothermal to these --

14 MR. FARABEE: Mitsubishi.

15 MS. O'LEARY: -- the Mitsubishi.

16 MR. McLUEN: So I believe the
17 decision was made in March or April, months after
18 we started construction.

19 MS. O'LEARY: And then why wasn't
20 that, I mean, ever consulted to the Town or, I'm
21 sorry, alerted anyone that you were going to make
22 this change?

23 MR. McLUEN: Because typically HVAC
24 is not something that is mandated by zoning or
25 the building department or inspected -- it's

1 inspected. The guts of the system are inspected
2 by the building department, but nothing is ever
3 -- there's no process in place to see if that was
4 what was on the prints initially.

5 The ARB now is requiring that the HVAC
6 equipment stands and other utility locations be
7 placed on the plans at permit time. But at the
8 time, they were not. They just made that change
9 here this year as well as John was saying
10 earlier, they just implemented a process to try
11 to create a check and balance as far as what's
12 submitted at planning time to what was built. So
13 the ARB --

14 MS. O'LEARY: You guys have built a
15 ton of homes on Kiawah. I mean, I see your name
16 all over when I'm out on my bikes. I just don't
17 understand how -- how the decision was made for
18 something that's quieter and more efficient to go
19 in a space where it really isn't permitted.

20 MR. McLUEN: So it -- so the ARB
21 has always governed the aesthetics and, a lot of
22 cases, the setback variances of what happens on
23 Kiawah. They -- they have --

24 MR. CASSIDY: This is not an ARB.

25 MR. McLUEN: No, that I understand.

1 My point here is that the installation of the
2 units in the way that they were done is not
3 dissimilar to many other projects on Kiawah.
4 This has been done and approved. And to your
5 point earlier, had -- there's no real way to
6 govern that other than the ARB requires an
7 as-built survey at the end of the project, which
8 in our case --

9 MR. LEWIS: Were you not aware that
10 the house was right on the setback line before
11 you added the stand?

12 MR. McLUEN: We were aware that
13 they were -- that they projected across the
14 setback line, but we didn't understand that was
15 in violation because of a couple of reasons.
16 We've seen it done many times before and
17 approved. There's all kinds of things that get
18 attached to the side of the house that
19 potentially project across the setback line that
20 are not in violation; water meters, electric
21 meters, gas regulators, vents.
22 There's -- there's a number of things that get
23 attached to the side of the house that are not
24 touching the ground.

25 And in our case, we thought since it

1 wasn't touching the ground, it would just be
2 required to screen it with lattice panels around
3 the HVAC unit, which is one of the options that
4 we proposed to the ARB. So that was --

5 MR. FARABEE: Is this your first
6 house on Kiawah?

7 MR. McLUEN: No, sir. First one
8 where we have potential setback issues with
9 equipment.

10 MS. O'LEARY: But it's not the
11 first house you've ever built?

12 MR. McLUEN: No.

13 MR. FARABEE: So all of these
14 houses are subject --

15 MR. LEWIS: (Inaudible).

16 MR. McLUEN: Pardon me?

17 MR. LEWIS: Well, you said you've
18 done this many times before. This means it's the
19 first one that actually somebody noticed a
20 violation?

21 MR. McLUEN: No,
22 this -- we -- well, this is the first one that we
23 had a violation on. We don't have any other
24 violations. But that's -- that's not part of
25 this hearing here.

1 MR. FARABEE: Excuse me. Also, I
2 didn't understand the rule you said just changed
3 this year that prevented you from doing this.
4 Did you not understand what you were doing? What
5 was that rule again? Can John, someone clarify
6 it for me?

7 MR. McLUEN: Do you want me to
8 clarify or --

9 MR. FARABEE: Yeah, go ahead.
10 Whoever, yeah.

11 MR. TAYLOR: Let me ask a question.
12 Are you asking about the town's --

13 MR. FARABEE: Whoever can provide
14 an answer. I didn't understand -- because I
15 don't remember just for all of the years I've
16 been on here that -- this just happened. We've
17 approved a lot of air-conditioning stands.

18 MR. TAYLOR: Yeah. So if I
19 understand your question, it was directed
20 regarding the sort of changed processes that the
21 Town has implemented which is requiring an
22 as-built survey after construction is complete.

23 MR. FARABEE: The process has
24 changed?

25 MR. TAYLOR: Correct. So our Town

1 now requires an as-built survey that, prior to
2 that certificate of occupancy being issued, the
3 applicant property owner or the contract builder
4 would need to submit the as-built survey to the
5 Town for review. And that's to ensure that
6 what's been submitted via plan review is
7 consistent to what was actually constructed.

8 MR. FARABEE: So you're saying that
9 it's just the point in time in which you
10 determined that it doesn't have to go to the BZA
11 is what you said changes; is that correct, if a
12 variance is required?

13 MR. TAYLOR: No, if a variance is
14 required, they -- that would be submitted prior
15 to this, I think -- along with the zoning review
16 process. So prior to zoning permit being issued,
17 that's when a variance would be submitted. That
18 has not changed.

19 MR. FARABEE: I thought you said
20 the process changed?

21 MR. TAYLOR: The only procedural
22 change now that the Town has implemented is
23 requiring an as-built survey. That's subsequent
24 to this particular application. So the Town now
25 requires an as-built survey be submitted for

1 review.

2 MS. O'LEARY: And is the building
3 inspector also checking more thoroughly from
4 plans to make sure that's being followed along
5 the way so we don't get to this point? Does that
6 make sense?

7 MR. TAYLOR: Yeah. So as part of
8 that, the as-built will allow us specifically to
9 see, one, I think for potential violations and
10 setback incursions or encroachments where a
11 structure may have been built in the field of
12 closer to the setback line than what was actually
13 on the set of review drawings.

14 MS. O'LEARY: Okay. Okay.
15 Mr. McLuen, my question is -- is that: In item
16 G, it says, The need for this variance shall not
17 be the result of the applicants' own actions.
18 But this is totally in the result of its own
19 actions.

20 MR. TAYLOR: I just want to say, as
21 I take my seat, I wanted to note there were a lot
22 of questions. So to help to keep the record, if
23 we could let the applicant finish their
24 presentation and then --

25 MS. O'LEARY: I'm sorry.

1 MR. CASSIDY: Fair enough.

2 All right. Mr. McLuen, sorry for the
3 interruptions.

4 MR. McLUEN: Fair enough. I
5 anticipated that being a question. So I'm just
6 going to finish with my presentation and then
7 ask -- allow you guys to ask whatever questions
8 you would like.

9 So go back to our -- our client's choice
10 to have a more environmentally friendly and less
11 impactful, more resource friendly solution to the
12 HVAC, we felt like that was a positive thing for
13 them. There's every -- every detail that they've
14 implemented in the house has been in an effort to
15 try to be an asset to the neighborhood.

16 That lot was originally two lots that
17 they combined to effectively eliminate one house
18 on the street to try to create some more privacy
19 for that part of the neighborhood. It's a
20 thoughtful design. It's not maximizing square
21 footage in any way. It's about 4,500 square
22 feet. It's stretched out low -- lower to the
23 ground here across the lot. It's well under the
24 allowable lot coverage that is there for the lot.

25 So we felt like in trying to place the

1 HVAC equipment, we really had three options: One
2 was -- two that were inside the setback line, one
3 that was across the setback line. The one in the
4 rear of the home, we -- was not really a viable
5 option for a couple of reasons. One, it was
6 right into the master -- the primary suite's view
7 and right off of their back deck there. Also,
8 there was a 15-inch live oak tree there that we
9 felt would be impacted by the stand.

10 The second option we considered was in
11 the front of the house on the same side of the
12 house, the east end of the home, which we felt
13 was the least desirable location for the house
14 because it was in front of the property.

15 When you have utility equipment,
16 everyone tries to hide it and try to make
17 it -- put it in the most inconspicuous place on
18 the property, so it's not only for the owners
19 themselves on their property but also for
20 neighborhood. And we felt like this was -- this
21 option on the front of the house would definitely
22 be a detriment to the neighborhood in that we
23 feel like we have that support from the adjacent
24 neighbors as well as several other neighbors on
25 the street.

1 So we considered the left side of
2 this -- of the home across the -- across the
3 setback line, again, with the
4 understanding -- with the incorrect understanding
5 that this would not count towards the setback
6 because we felt like it didn't touch the ground,
7 we didn't understand that. There's -- there's
8 allowances in the ordinance for cam levered
9 elements that go up to 2 feet. These units only
10 hung off of the wall about 15 inches.

11 And then like I said, we were planning
12 on screening those with originally louvered
13 panels that would rack the units. And again,
14 that -- that position has been taken on the
15 Island in many places inside the setback and
16 across the setback line. None by our company.
17 Let me clarify that. I haven't done this at all
18 before, but we have seen it done. It has been
19 approved by the ARB, who is really the people who
20 were governing the backside of -- or the finish
21 process of what happens with HVAC from a
22 screening and aesthetic perspective.

23 So we went to the ARB and requested a
24 variance for creating a stand. And this was
25 partially two reasons: One, we were notified

1 that we were not in compliance with the -- with
2 the yard lines; two, our neighbor to the east
3 suggested that if we brought the units down onto
4 a stand that was lower, we could effectively kill
5 two birds with one stone.

6 We still have utility equipment on the
7 ground level that is compliant. It's within the
8 setback line and with -- by creating a stand
9 lower, we could lower the unit down as well as
10 screen the other equipment that's there and
11 screen everything with one shot. It would still
12 be very inconspicuous on that side from the
13 street, again, lowering it. So that's what we
14 submitted to the ARB. The ARB agreed with our
15 findings.

16 And then again, once we -- we realized
17 that that was approved and we were going to build
18 the stand, that's when we were notified by the
19 BZA that we also had to satisfy their agreement
20 as well. That has never been the case in my
21 23 years of building on Kiawah.

22 Once we received a variance from the ARB
23 for a setback of some -- some sort, we didn't
24 have to go back to the -- to the zoning board.
25 Now, I believe that process has changed here

1 recently, and we do understand that is now the
2 case.

3 So again, going back to our -- to our
4 reasonings, we feel like we have located the
5 equipment in the best possible place for the
6 neighbors, for the property itself, for our
7 owners, and we feel like we're trying to -- to
8 provide a solution for a noncompliant process
9 right now and fix a mistake that -- in the best
10 way for the owners and for the neighbors.

11 MR. CASSIDY: Lin asked you a
12 question from earlier about the applicants' own
13 actions.

14 MS. O'LEARY: Oh, so according to
15 G -- I'm sorry. I've got to pull it back up --
16 it says, The need for this variance shall not be
17 the result of the applicants' own actions. That
18 alone we should all say no because you guys did
19 this. I mean, you looked at something and you
20 came to your own conclusion, and it's -- it's
21 nonconforming. And the ARB doesn't grant
22 variances. The BZA does.

23 MR. McLUEN: Correct.

24 MS. O'LEARY: They might say, Yes,
25 we approve you going to the BZA, but they don't

1 have the final say in a variance. This committee
2 does.

3 MR. McLUEN: Correct.

4 MS. O'LEARY: So I just -- so you
5 guys did this all on your own. I mean, I
6 just -- you look like your own worst enemy here.

7 MR. McLUEN: Well, we understand
8 that that is the process now. That has not been
9 the process that we have experienced over the
10 last 23 years of building on Kiawah.

11 MS. O'LEARY: That what's not the
12 process? I'm confused.

13 MR. McLUEN: That the ARB has not
14 been able to grant variances.

15 MS. O'LEARY, I've been on this for
16 three years and we've -- I mean, all of my
17 classes told me that we to the variances and --

18 MR. McLUEN: Absolutely.

19 MR. FARABEE: I've been on it 15,
20 and I agree with you.

21 MS. O'LEARY: Thank you.

22 MR. FARABEE: We do the variances.
23 ARB has no measure of variances, only on the
24 other aesthetics and the vegetation.

25 MR. McLUEN: Yes, and we understand

1 that now. I'm just saying that has not been our
2 experience.

3 MR. FARABEE: That's never changed.

4 MR. LEWIS: Lin, maybe is your
5 question maybe for staff why they said it wasn't
6 caused by the --

7 MS. O'LEARY: I mean, staff is --
8 my question is just that if you look at what G
9 is, it says, The need for this variance shall not
10 be the result of the applicants' own actions, and
11 the need for the variance is the result of the
12 applicants' own actions.

13 MR. LEWIS: I don't disagree. I
14 was just wondering why staff said --

15 MR. CASSIDY: Staff said the need
16 for the variance may be the result of --

17 MR. LEWIS: May be.

18 MS. O'LEARY: Okay. They were
19 going to let us make that decision because that's
20 what we're here for.

21 MR. CASSIDY: Any questions for
22 Mr. McLuen?

23 MS. O'LEARY: Well, I could keep
24 going, but I think I made my point clear.

25 MR. CASSIDY: Are there other

1 people who would like to speak?

2 Yes?

3 MS. O'LEARY: I'm Laura McIlvain,
4 146 Blue Heron Pond Road. I submitted something
5 to this body on September 16th. Obviously, I'm
6 not going to go through those comments. I did
7 want to amplify a couple of them to further give
8 a basis to conclude that 12-163(4) is just not
9 met here.

10 Let me start with this: One of the
11 supposedly extraordinary and exceptional
12 conditions on this property is the 30-foot side
13 setback. So since I sent my letter in, I did
14 some research in our neighborhood on the plats.
15 Here's what I found: 134, 136, 137, 138, 139,
16 141, 142, 143, 144, 145, 147, 154, 156, and 160
17 all have 30-foot side setbacks.

18 Next, there was some discussion of, I'll
19 call it, the LIMWA. I'm not quite sure
20 how -- there are a bunch of initials, limited --
21 Limit of the Moderate Wave Action classification.
22 And that's also in the contractor's letter that
23 that's fairly new. I'm retired. I did some
24 research. It looks like it was first proposed by
25 FEMA in December of 2008. Fairly new?

1 FEMA map shows property falling in this
2 classification on Blue Heron Pond Road. It's
3 basically the entire side of Blue Heron Pond Road
4 north of Blue Heron Pond, including my property.
5 So it's neither extraordinary nor exceptional.

6 I would also say that since '08 when the
7 FEMA Limit of Moderate Wave Action was proposed,
8 at least the following houses have been built on
9 lots on this side of Blue Heron Pond Road: 107,
10 109, 114, 115, 116, 117, 119, 125, 128, 136, 138,
11 140, 144, 146, 150, and 152.

12 We are all affected by this Limit of
13 Moderate Wave Action classification.

14 And let me tell you what it does. What
15 it says is our utilities have to enter the home
16 in the same place, in a central place. It
17 doesn't mean that's where all utilities have to
18 be hung or attached or otherwise, you know, get
19 into the house.

20 I will reiterate that the owners have
21 admitted the variance is not required for them to
22 utilize the property, which is the third
23 criteria. I will also highlight that they have
24 acknowledged the units can be placed within the
25 envelope of the home in two different places,

1 which does not require a variance. And
2 importantly, they say the ARB granted a variance
3 and doesn't want to go in the front of the house.

4 And if you look at the neighbors'
5 letters, they all say, We don't want it on the
6 front of the house. There's a space on the back
7 of the house which -- where it could be hung, and
8 the builder tells you, Well, that will be
9 something that will be visible from the owner's
10 bedroom. Well, just put a box around it. That's
11 what a lot of people do.

12 I will just add this: 12-163-4 is meant
13 to give all property owners an insurance that
14 variances will not be granted in the ordinary
15 circumstance but will be granted only under
16 certain limited circumstances. If this is the
17 kind of case where it's going to be circumvented,
18 even though a number of the criteria are not met,
19 I would encourage this body to just tell the Town
20 to repeal the ordinance.

21 Thank you.

22 MR. FARABEE: I have a question.

23 MS. McILVAIN: Yes, sir?

24 MR. FARABEE: When you bought that
25 property or when you planned your house, did you

1 know that the -- the variance on the east side
2 was 30 feet?

3 MS. O'LEARY: Your mic.

4 MR. FARABEE: When you bought the
5 property or started planning the house, did you
6 know the variance on the east side of the house
7 would be 30 feet?

8 MS. McILVAIN: So on my house,
9 which is 146 --

10 MR. FARABEE: Your house.

11 MS. McILVAIN: -- we only have
12 20-foot setbacks because we have a smaller lot.

13 MR. LEWIS: She's the -- not the --

14 MR. FARABEE: Oh, you're the --

15 MS. McILVAIN: I'm not -- I'm not
16 the owner.

17 MR. LEWIS: She's not the owner.

18 MS. McILVAIN: I'm the neighbor who
19 was given notice.

20 MR. FARABEE: Fair. Thank you.

21 MS. O'LEARY: Mr. McLuen, can I ask
22 another quick question? Oh, I'm sorry. Ben, did
23 you have --

24 MR. FARABEE: No, go ahead with
25 your question.

1 MS. O'LEARY: Okay. You guys
2 didn't use all of your lot coverage. So I don't
3 understand why with all of this available space
4 on this plan how we got to this. Did -- do you
5 mind answering that? I'm sorry.

6 MR. McLUEN: So I can't speak to
7 the design of the home because I didn't design
8 it. I just built the home.

9 MS. O'LEARY: Okay. Who was the
10 architect?

11 MR. McLUEN: Cumulus Architecture.

12 MS. O'LEARY: Okay.

13 MR. McLUEN: In -- in rebuttal to
14 her comments, I just had a couple of quick
15 things. So in -- in the case of -- to the point
16 of our lot being exceptional with the 30-foot
17 setback, there are a number of lots that are in
18 the preserved area that do have 20-foot side
19 setbacks, including -- I think when the ARB
20 actually created the setback graphics that
21 changed and made the setbacks more restrictive,
22 they did it by size of lot, generally.

23 And the table shows that in R1
24 designation that the lots would have 20-foot side
25 setbacks except for the fact that the Town

1 adopted the setback graphics that made it more
2 restrictive. There are several lots, 150 Blue
3 Heron Pond being one, that is well over 30,000
4 square feet similar to ours that has 20-foot side
5 setbacks. So the comment of ours being
6 exceptional, we're not the only ones that has
7 those 30-foot side setbacks. We understand that.
8 But there are lots that are our size that do have
9 20-foot setbacks, and our -- we were trying to
10 make the point that the setback is more
11 restrictive in this case because the ARB made a
12 more restrictive setback guideline.

13 MS. O'LEARY: But you knew that
14 when you built the house. That -- I think that's
15 the little bit of bone conten -- at least for me,
16 one of the bones of contention. You have a large
17 lot on Blue Heron, and yet it wasn't configured
18 to allow for this HVAC. And I'm sorry that the
19 owners don't like looking at it out their
20 bedroom, but maybe can --

21 MR. McLUEN: Well, there's not
22 enough wall on the back to hang them on the back.
23 So they would have to go on a stand on the back
24 of the house, which then would create an issue
25 with the oak tree that is back there. So that

1 was our reasoning for not wanting it there or
2 having that be a viable issue.

3 And also in response to the LIMWA
4 question, so the LIMWA, I think, was -- was
5 designated in 2008. But -- John, you may know
6 this better than me, but I'm not sure when it was
7 adopted, but it's only been adopted through the
8 building department for a handful of years, maybe
9 five or six years now. I would have to fact
10 check that. I'm not sure, but I know that
11 changed here recently and created a whole other
12 set of criteria.

13 So while -- the LIMWA zone, what it does
14 is basically creates the necessity for breakaway
15 walls down the foundation, which means you cannot
16 attach utilities to those breakaway walls. We
17 have one 10-foot wide wall in the entire
18 perimeter of the house that's not breakaway. So
19 that is the only place that utilities can enter
20 and exit the building, and that is on the east
21 side of the home.

22 MS. O'LEARY: I'm just not going to
23 beat this dead horse.

24 MR. CASSIDY: Okay. Any other
25 questions?

1 Yes, Ben?

2 MR. FARABEE: Why did the owners
3 buy the additional land?

4 MR. McLUEN: Pardon me?

5 MR. FARABEE: Why did the owners
6 buy the additional land?

7 MR. McLUEN: It was an attempt to
8 spread out the property and create more privacy
9 for -- for themselves and to try to, I guess,
10 just have a larger lot there that they
11 can -- again, they had -- never had any plans to
12 build a massive home. It was always planned for
13 a 4 to 4,500-square foot house, I believe. I
14 wasn't involved in the early end of that, but
15 when I got involved, that's what they had
16 intended to do, and having a larger property
17 would just allow them to be further away from the
18 neighbors.

19 MR. FARABEE: So why did they push
20 the east side right up against the lot -- I mean,
21 up against the setback?

22 MR. McLUEN: I think it
23 was -- again, I did not design the house, so I
24 can't really speak to why the home is pushed up
25 against the east side setback line. If you,

1 like, look at the elevation lines, it's single
2 story on both -- both ends of the house and it's
3 two stories in the middle. So I believe it was
4 an attempt to try to bring the house down in
5 scale, and in doing so, it spread the house out
6 in width.

7 MR. CASSIDY: Anything else?

8 MR. McLUEN: Any other questions?

9 MR. LEWIS: I think we had another
10 person.

11 MR. CASSIDY: Yes, sir?

12 MR. McILVAIN: Brad McIlvain, also
13 148 Blue Heron Pond Road --

14 MS. O'LEARY: 146.

15 MR. McILVAIN: Yeah, 146. What am
16 I --

17 MS. O'LEARY: Did you forget your
18 own address?

19 MR. McILVAIN: I forgot my own
20 address. One of the things I think we've talked
21 about -- and I just wanted to highlight four
22 choices that the Cherfs made, and they all
23 impacted this, and they were all exit ramps where
24 this would have not been required. The first
25 choice is one that I'm very familiar with because

1 when we were designing and building our house, as
2 has been pointed out, we had 20-foot setbacks.
3 When we designed it, we could not fit any
4 external air-conditioning units on the side.

5 And then the choice was, what do you do?
6 And we decided to go with geothermal, just as
7 apparently the Cherfs decided to go with
8 geothermal originally. Now, the comment's been
9 made that geothermal -- that the new VF -- VRF
10 systems are more efficient. I've not read
11 any -- anything that says that to be true. They
12 also say that it has less impact on the
13 environment than geothermal. I haven't read any
14 of this either.

15 What I do know is geothermal's pretty
16 expensive. It is very expensive, and I just was
17 reminded of that when we had an issue with ours
18 and I was trying to figure out whether it made
19 sense to repair or replace, and I was told what
20 the price of a replacement unit is.

21 So did price enter into this? Maybe.
22 It could have been that it was just cheaper. But
23 it was a choice. Once -- as has been already
24 pointed out, once they decided to go -- not use
25 geothermal, then they're putting something on the

1 outside, and then it has to fit in with the
2 envelope that the property has.

3 Then they made a checklist -- then the
4 third choice -- the second choice was to install
5 the system with the internal units. Okay.
6 That's fine. But then you have to make sure it
7 fits in your building -- in your envelope that
8 you're allowed under the zoning.

9 They didn't apparently do that, or did
10 they know? Did they not know? Did they not
11 check? It appears that they should have at least
12 checked.

13 On this issue about whether the Town
14 requires -- and I'm happy to hear that the Town
15 is now requiring an as-built drawing because it
16 was something I raised several months ago in Town
17 council because it was a concern of mine that
18 certificates of occupancy were being granted
19 without checking to see whether all of the Town
20 requirements were being met. So I'm happy to
21 hear that that's it.

22 The third choice is the location. We've
23 heard, you know, it could be in the envelope, but
24 it's just not a location that the Cherfs like.
25 And that's their choice.

1 But they said, Well, we did it because
2 of aesthetics. Look at where they -- what they
3 did with the units. They hung them on the wall
4 with nothing to shield them, nothing. That says
5 what their view of aesthetics is better than
6 anything about what they say. Don't listen to
7 what they say about aesthetics. Look at what
8 they did. They put up something that looks like
9 it should -- is more applicable to a tenement
10 than a house in Kiawah.

11 So that's the -- the decision they made.
12 And the final decision was, Okay, once you have
13 the problem -- and this has already been
14 raised -- why didn't you come to the Town and
15 seek a variance then? Why didn't you say, We
16 know we're planning on building this thing, and
17 we're -- and we know it's going to be in the
18 setback line. Why don't you ask for permission
19 then?

20 They didn't do that. They only asked
21 for permission after they got caught. A neighbor
22 raised the fact that he -- they believed that it
23 was in the setback requirements. The Town
24 checked, asked for an as-built, and it was.

25 So they asked for a variance after they

1 had been caught, not when they -- so it's ask for
2 forgiveness, not permission. And the question
3 is, if --

4 MR. CASSIDY: I'm going to ask you
5 to wrap up. You're over the three minutes.

6 MR. McILVAIN: Sorry about that. I
7 think the question is, as my wife pointed out, do
8 these zoning ordinances actually mean anything?
9 And if they do, this -- this has to be denied
10 because it clearly does not meet the
11 requirements.

12 MR. CASSIDY: Thank you, sir.

13 Any other questions from the board?

14 MR. LEWIS: We have a --

15 MR. VINCENT: Mr. Cherf is the
16 homeowner. He's on Zoom, and he's going to say a
17 few words.

18 MR. CASSIDY: Yes, sir?

19 MR. McQUILLIN: I don't believe I
20 swore you in. Can you raise your right hand?

21 Do you swear to tell the truth, the
22 whole truth, and nothing but the truth?

23 MR. CHERF: I do.

24 First, thank you for giving the time to
25 hear our -- the application for our home, and I'm

1 sorry I wasn't able to attend. I'm not in South
2 Carolina at the time.

3 The last speaker indicated that the
4 price may have been the decision-making variable,
5 and it wasn't. Actually, we're taking into
6 consideration both (inaudible). It was more
7 expensive to do the VRF than the geothermal. Our
8 decision was really based on energy efficiency.
9 Our builder was building two simultaneous homes,
10 same square foot, one with geothermal, one with
11 VRF, and the VRF was consuming about as much
12 energy to air-condition those homes.

13 So that was a big driver. The
14 technology of the VRF is pretty advanced, and
15 some of the geothermal technology is lagging.
16 There's very few opportunities for variable flow,
17 et cetera, et cetera. The truth of who is
18 actually requiring this appeal, I would also add
19 that at this point in time, there's a lot of
20 debate about what happened. And I think Jedd's
21 tried to cover that, but at this point in time,
22 the ARB's given us only one option, and that is
23 to put it on the side of the house.

24 They did not want to put them on the
25 front of the house, and they don't want them

1 where they are now. I don't know if that
2 considers an action requiring this application.
3 Despite what happened in the past, many
4 (inaudible). At this point in time, we have two
5 options. We could put them on the side of the
6 house, or we could put them in the front of the
7 house.

8 An adjacent neighbor with a setback of
9 20 feet has requested them on the side of the
10 house. He absolutely objects to putting them on
11 the front of the house.

12 My other neighbor, adjacent neighbor
13 absolutely does not want them on the front of the
14 house. I think today based on the action of the
15 ARB, they also want us to put them on the side of
16 the house. So that's our application. I'm happy
17 to answer any additional questions anyone may
18 have.

19 MR. CASSIDY: Thank you, sir.

20 MS. O'LEARY: Thank you, sir.

21 MR. CHERF: Oh, yes, did anyone
22 here have any additional questions?

23 MR. CASSIDY: Any questions for the
24 owner? No? All right. Thank you, sir.

25 MR. CHERF: Thank you.

1 MR. CASSIDY: All right. I think
2 we're -- we're done here. I'll consider any
3 motions that anyone would like to make.

4 MS. O'LEARY: I would motion to
5 deny the variance because it did not meet A, B,
6 and G.

7 MR. LEWIS: I will second it.
8 (End of first audio recording.)

9 (Beginning of second audio
10 recording.)

11 MR. CASSIDY: Any further
12 discussion?

13 All -- okay. Let me call the roll.
14 Ben?

15 MR. FARABEE: I agree -- I agree
16 with Lin's motion.

17 MS. O'LEARY: Thank you, Ben.

18 MR. CASSIDY: Jay?

19 MR. LEWIS: Yes.

20 MR. CASSIDY: Morris?

21 MR. HANAN: Yes.

22 MR. CASSIDY: Lin?

23 MS. O'LEARY: Yep.

24 MR. CASSIDY: Phil? Phil?

25 MR. ADAMS: I'm sorry. I was on

1 mute. No.

2 MR. CASSIDY: And, Frank, yes. So
3 the motion to deny the variance request is passed
4 five to one. And I've got -- Lin stated the
5 reasons why and the criteria. Just to state for
6 myself, I have a lot of trouble getting by the
7 result of the applicants' own actions. It's hard
8 to get around that.

9 All right. That's the end of -- of 138
10 Blue Heron Pond for the day.

11 Is there any further business, Dan?

12 MR. VINCENT: We will have a
13 meeting next month, and we will have two
14 applications for that meeting.

15 MR. CASSIDY: How many
16 applications?

17 MS. O'LEARY: Two.

18 MR. VINCENT: Two.

19 MR. LEWIS: At least two?

20 MR. VINCENT: At least two.

21 MS. O'LEARY: I will not be here.

22 MR. CASSIDY: All right. Thank
23 you, everyone. Meeting adjourned.

24 MS. O'LEARY: Thank you.

25 (End of audio recording.)

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CERTIFICATE

I, Jessica Bolanos, Notary Public in and for the State of South Carolina at Large, do hereby certify that the audio recording in the foregoing transcript was recorded stenographically by me and thereafter transcribed by computer-aided transcription; that the foregoing is a full, complete, and true record of the audio recording. Due to the quality of the recorded media, the transcript may include misinterpreted and/or inaudible parentheticals for words unable to be discerned. The Court Reporter was not present at the time of the recording; therefore, this transcript should not be considered verbatim.

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 at Charleston, Charleston County, on 2nd of October, 2025.

Jessica Bolanos
My Commission expires
April 22, 2032

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energy (3)
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ensure (2)
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entertain (2)
entire (2)
entrance (1)
envelope (4)
environment (3)
environmentally (1)
equipment (21)

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establishment (7)
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evidence (2)
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example (1)
exceed (3)
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exceptional (10)
exceptions (3)
excuse (3)
existing (19)
exit (2)
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expensive (3)
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expires (1)
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extend (7)
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external (1)
extraordinary (9)

< F >

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Failure (1)
Fair (3)
fairly (3)
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FARABEE (36)
farther (1)
fast (1)
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feel (4)
feet (27)
felt (6)
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figure (2)
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final (3)
Financial (1)
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finds (1)
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finish (3)
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First (17)
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fits (2)
five (3)
fix (1)
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Floor (1)
flow (1)
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following (4)
foot (2)
footage (1)
foregoing (2)
forget (1)
forgiveness (1)
forgot (1)
forward (1)
foster (1)
found (2)
foundation (1)
four (1)
frame (1)
framed (1)
FRANK (8)
Freedom (2)
friendly (2)
front (12)
full (2)
fully (1)
further (9)
furthest (1)

< G >

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generally (6)
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geothermal's (1)
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GIS (2)
Gish (2)

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Given (3)
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go (17)
God (1)
going (18)
Good (13)
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governing (1)
Government (1)
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grant (9)
granted (11)
granting (20)
graphics (2)
greatly (1)
ground (6)
grounds (4)
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guideline (1)
guts (1)
guys (5)

< H >

habitable (1)
hall (1)
HANAN (6)
hand (4)
handful (1)
hang (1)
hanging (1)
happened (4)
happening (1)
happens (2)
happy (3)
hard (1)
hardship (1)
Harleston (1)
harmed (3)
harmony (3)
HAYNSWORTH (1)
health (1)
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heard (3)
hearing (7)
held (1)
help (2)

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Heron (14)
hesitated (1)
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highlight (2)
home (22)
homeowner (2)
homes (6)
horse (1)
hours (1)
house (49)
houses (2)
hung (4)
HVAC (25)

< I >

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include (5)
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including (2)
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increases (1)
incursions (1)
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Information (7)
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interrupt (3)
interruptions (1)
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invading (1)
involved (2)
ISLAND (16)
Island's (3)
issuance (2)
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issues (1)
item (1)
its (3)

< J >

January (3)
JAY (7)
Jedd (2)
Jedd's (1)
JESSICA (3)
JOHN (9)
judicial (1)
June (5)
jurisdiction (2)

< K >

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keeping (1)
Kelly (2)
Ken (1)
Kent (1)
KI (3)
KIAWAH (26)
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kind (2)

kinds (1)
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 know (17)
 knowing (1)

< L >

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 Land (11)
 landing (1)
 landscape (2)
 landscaping (5)
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 larger (2)
 lattice (1)
 Laura (1)
 leave (1)
 left (5)
 legally (3)
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 letters (3)
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 LEWIS (27)
 limit (5)
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 LIMWA (7)
 LIN (8)
 line (23)
 lines (8)
 Lin's (1)
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 listening (1)
 little (3)
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 live (3)
 Local (1)
 locate (1)
 located (13)
 LOCATION (11)
 locations (1)
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 look (7)
 looked (2)
 looking (2)
 looks (3)
 lot (62)

lots (8)
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 low (1)
 lower (4)
 lowering (2)
 Lynn (1)

< M >

MAC (4)
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 majority (3)
 making (1)
 mandated (1)
 manner (1)
 map (3)
 March (1)
 massive (1)
 master (1)
 matches (1)
 matter (1)
 maximizing (1)
 maximum (3)
 McIlvain (11)
 McLuen (36)
 McQUILLIN (4)
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 media (2)
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 Meeting (13)
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 MEMBERS (6)
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 minimum (1)
 minutes (2)

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 missed (1)
 mistake (1)
 Mitsubishi (3)
 Moderate (3)
 month (2)
 months (3)
 MORRIS (7)
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< N >

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 never (4)
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< O >

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 Obviously (1)
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 Oh (5)
 Okay (28)
 O'LEARY (51)
 once (6)
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 one's (1)
 opportunities (2)
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 optional (1)
 options (3)
 order (3)
 ordinance (22)
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 organizations (1)
 original (3)
 originally (11)
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 outside (1)
 overall (2)
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 overlay (1)
 overturn (1)
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 owners (11)
 owner's (1)

< P >
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 Pardon (3)
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partially (2)
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 persons (3)
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 Phil (6)
 PHILLIP (1)
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 Pond (15)
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 Portions (1)
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 Post (1)
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 profitably (3)
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 projects (2)
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 property (72)
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providing (2)
 public (17)
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 purpose (2)
 purposes (10)
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 pushed (1)
 put (12)
 putting (2)

< Q >

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 quality (2)
 quasi (1)
 question (20)
 questions (14)
 quick (2)
 quieter (2)
 quite (1)
 quorum (1)
 quote (22)

< R >

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 R20 (5)
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 raise (3)
 raised (3)
 ramps (1)
 reacted (1)
 read (2)
 real (1)
 realized (1)
 really (9)
 rear (9)
 reason (1)
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 reasonings (1)
 reasons (4)
 rebuttal (2)
 received (4)
 recognize (1)
 recommended (1)
 record (6)
 recorded (4)
 RECORDING (7)
 records (1)
 reduce (1)

reduced (2)
 reducing (1)
 reduction (4)
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 regard (1)
 regarding (9)
 regards (1)
 regularly (1)
 regulations (7)
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 reiterate (1)
 related (3)
 relief (3)
 remember (1)
 reminded (3)
 remove (1)
 rentals (1)
 repair (1)
 repeal (1)
 repeat (2)
 replace (3)
 replacement (1)
 replacing (4)
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 requests (3)
 require (5)
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 requires (7)
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 response (1)
 responsibility (1)
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 restrictions (2)
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resulting (2)
results (2)
retired (1)
review (16)
reviewing (1)
reworking (1)
right (17)
Road (6)
roll (1)
roof (1)
room (1)
rule (2)
rulings (1)

< S >

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says (6)
SC (6)
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screen (6)
screening (4)
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separate (2)
separately (1)
separation (1)
SEPTEMBER (8)
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setback (70)
setbacks (20)
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shift (2)
short (1)
shot (1)
show (3)

showing (2)
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shows (2)
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sides (4)
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similar (5)
simple (2)
simultaneous (1)
single (1)
single-family (2)
SINKLER (1)
sir (10)
site (9)
six (1)
size (7)
slightly (1)
small (3)
smaller (1)
sole (1)
solution (4)
somebody (1)
somewhat (1)
sorry (15)
sort (4)
South (3)
space (3)
Sparrow (2)
speak (9)
speaker (1)
speakers (2)
speaking (1)
special (5)
specific (2)
specifically (2)
spirit (3)
spread (2)
square (18)
STAFF (20)
STAFFORD (1)
staff's (1)
stand (20)
standards (2)
stands (2)
start (1)
started (2)
state (3)
show (3)

states (1)
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stenographically (1)
stone (1)
stories (1)
story (1)
straightforward (1)
strange (1)
Street (8)
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strict (1)
strike (1)
structure (14)
structures (3)
stuff (1)
subject (18)
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submits (1)
submitted (15)
subpoena (1)
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Subsequently (2)
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substantially (6)
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suggested (1)
suite's (1)
support (4)
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supposed (4)
supposedly (1)
sure (8)
surface (1)
surrounding (3)
survey (14)
swear (2)
switch (1)
swore (1)
system (7)
systems (2)

< T >

table (2)
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talked (1)
talking (2)

TAYLOR (22)
technology (2)
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testimony (2)
Thank (21)
thanks (2)
thereof (1)
thing (2)
things (5)
think (15)
third (3)
thoroughly (1)
thought (3)
thoughtful (1)
three (5)
time (16)
times (2)
TMS (2)
today (9)
today's (1)
told (2)
ton (1)
total (7)
totally (1)
touch (1)
touching (2)
TOWN (29)
town's (1)
TRANSCRIBED (2)
TRANSCRIPT (4)
transcription (1)
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tried (1)
tries (1)
trigger (1)
triggered (1)
trouble (2)
true (3)
truth (7)
try (6)
trying (8)
two (20)
two-bedroom (2)
types (1)
Typically (3)

< U >

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unanimous (1)
understand (16)
understanding (2)
undisturbed (1)
Unidentified (1)
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units (10)
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utility (4)
utilization (6)
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utilized (3)

< V >

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values (1)
variable (2)
variance (87)
variances (12)
vegetation (1)
vents (1)
verbatim (1)
VF (1)
viable (2)
vicinity (12)
video (3)
videoconference (1)
view (7)
VINCENT (17)
violation (10)
violations (2)
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visible (4)
visit (4)
visual (1)
voiced (1)
vote (4)
votes (3)
VRF (5)
VRS (1)

< W >
walkway (1)
wall (5)
walls (2)
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Warbler (8)
water (1)
wave (4)
way (7)
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well (23)
wells (1)
went (3)
we're (15)
we've (6)
whoever's (2)
wide (1)
width (1)
wife (1)
wish (2)
Witness (1)
witnesses (1)
wondering (1)
words (2)
work (1)
workings (1)
worst (1)
wrap (1)
written (2)
WWW.CLARKBOL
EN.COM (1)

< Y >

yard (11)
Yeah (17)
year (2)
years (8)
Yep (2)

< Z >

zero (5)
zone (2)
zoned (1)
ZONING (61)
Zoom (3)