



AGENDA
LAURENS COUNTY PLANNING COMMISSION
November 16, 2021
LAURENS COUNTY HISTORIC COURTHOUSE

Jim Royer, Chairman and Ed Burns, Vice-Chairman
Commission Members: George Austin, Sylvester Grant,
Casey Robinson, Bobby Smith and Abney Smith

1. Call to Order – Chairman Royer
2. Invocation
3. Pledge of Allegiance
4. Approval of Agenda – November 16, 2021
5. Approval of Minutes – October 19, 2021, Regular Session
October Minutes are not available at the time of this agenda writing.
6. Old Business:
 - a. Berry Woods
Approval of Permanent RV Electrical Hook-ups for Food Vendors
7. New Business:
 - a. Variance Request for Parcel Division
David Younts – Parcel #150-00-00-001
 - b. Variance Request for Parcel Division
Perry Earl III – Parcel #147-00-00-001
 - c. Variance Request for Parcel Division
Samuel Earl Moore – Parcel #176-00-00-016
 - d. Subdivision Approvals – No Variances Requested
 - i. Heather Osegueda - Pennington Farms Subdivision
8. Public Comment-15 Minute Period for Public Comment *(Required to Sign In Prior to Meeting)*
9. Commission Member Comments
10. Adjournment



PLANNING COMMISSION

LAURENS COUNTY

AGENDA ITEM – REQUEST FORM

ALL REQUESTS should be submitted by 1:00 P.M. on the **Wednesday 14 days prior** to the Tuesday meeting of the Commission (3rd Tuesday each Month). All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council. Please email word document to dalesatterfield@co.laurens.sc.us

Agenda Item #: _____XX_____ (to be filled in by Staff)

Tax Map # of parcel(s) (if applicable): 076-00-00-004 + 076-00-00-003

COMMISSION ACTION REQUESTED (if variance(s) is requested please list specific part of the ordinance that variance is requested from, the reasoning behind the variance request, and the specifics of what variance(s) are being requested:

RV Food Truck Vendors
Coming in

More Detailed Description:

(PLEASE – attach subject matter document pages as necessary)



PLANNING COMMISSION

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Agenda Item #: 6a (to be filled in by Staff)

Tax Map # of parcel(s) (if applicable): 076-00-00-003 and 076-00-00-004

Laurens County allows for special events, such as motocross races. At these events, spectators and others may travel in their RV or camper and set up on site for the special event. Typically, these will set up as self-sufficient operations, thereby not requiring an electrical or plumbing hookup.

Recently, a major motocross special event occurred that also brought in food truck vendors as well.

The property owner has requested power hook ups for the food vendors and RV's and campers. These will not have permanently installed water and sewer hook ups as required by the RV Ordinance for RV Parks.

A request is being made to provide permanently installed electrical hook ups to service food vendors and RVs for the special event only. After the special event, the food trucks and RVs must leave the special events site. These food trucks and RVs shall not be a permanent fixture of the site. The site shall not be used as campground or at any time outside of an authorized Special Event Permit.

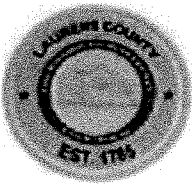
If RVs/campers are observed on the property for any other purpose, i.e., hunting, camping, etc., then the property is subject to Laurens County's campground/RV park ordinances and may be found in non-compliance to such ordinances.

The owner request that Building Codes be allowed to issue an electrical permit for construction of the permanent electrical installations.

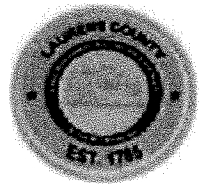
COMMISSION ACTION REQUESTED (if variance(s) is requested please list specific part of the ordinance that variance is requested from, the reasoning behind the variance request, and the specifics of what variance(s) are being requested:

More Detailed Description:

(PLEASE – attach subject matter document pages as necessary)



LAURENS COUNTY BUILDING CODES
P O BOX 815, LAURENS, SC 29360
PHONE (864) 984-6659 | FAX (864) 984-1502



COMMERCIAL BUILDING PERMIT APPLICATION

PERMIT TYPE: COMMERCIAL MODULAR OCCUPANCY PERMIT OTHER

PROJECT NAME: _____

PROPERTY 911 ADDRESS: 14499 Hwy 101

PROPERTY OWNER'S NAME: Berry Woods

CITY: Gray Court STATE: SC ZIP: _____

DAYTIME PHONE: 864 979 6800 EMAIL: _____

INSIDE TOWNSHIP: YES NO NAME OF TOWNSHIP: _____

FLOOD AREA: YES NO

OFFICE USE ONLY		
TAX MAP #: <u>076-00-00-003</u>	FIRE DISTRICT: _____	SCHOOL DISTRICT: _____

PROJECT/WORK DESCRIPTION:

NEW CONSTRUCTION ADDITION INTERIOR UPFIT OCC. PERMIT OTHER

PROJECT/WORK DESCRIPTION: * Motorcycle Race Oct 2+3

TOTAL SQ FT: _____ # STORIES: _____ BASEMENT YES NO

TOTAL PROJECT COST: _____ PROJECT COST LESS TRADES: _____

ROOF TYPE: _____ # BATHROOMS: _____ # KITCHENS: _____

CONSTRUCTION TYPE: _____ OCCUPANCY CLASSIFICATION: _____

FOUNDATION: SLAB CRAWL SPACE

EXTERIOR: BRICK VINYL BLOCK PRE-CAST OTHER

CONTRACTOR: _____ SC LICENSE #: _____

CONTRACTOR'S ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ CONTRACTOR EMAIL: _____

UTILITIES

ELECTRICAL SERVICE: NEW EXISTING TOTAL AMPS: _____

SOURCE OF HEAT: GAS ELECTRIC WOOD

SEWER SYSTEM: PUBLIC SEPTIC TANK NEW EXISTING

POWER COMPANY: _____ GAS COMPANY: _____

I HEREBY CERTIFY THAT THE INFORMATION GIVEN HEREIN IS CORRECT AND TRUE:

APPLICANT'S SIGNATURE: Berry Woods DATE 9/20/21

DAYTIME PHONE: _____

REV DATE: 8/2/2019

Laurens County Property Parcel

Show search results for 076-00-00-003



Parcel: WOODS L BEF

TMS
Name1
Name2
Owner
Mailing Address
Mailing City State ZIP
Sale Price
Sale Date
Deed Book
Deed Page
Plat Book
Plat Page
Property Address
Neighborhood
District
Fire Code

Map data © OpenStreetMap contributors, CC-BY.



ITEM 7a
Variance Request for Parcel Subdivision
David Younts – Parcel #150-00-00-001

AGENDA ITEM – REQUEST SHEET – Laurens County Planning Commission

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Agenda Item #: 7a (to be filled in by Staff)

Tax Map # of parcel(s) (if applicable): 150-00-00-001

COMMISSION ACTION REQUESTED (if variance(s) is requested please list specific part of the ordinance that variance is requested from, the reasoning behind the variance request, and the specifics of what variance(s) are being requested: I would like to get a variance for a flag lot. What I am trying to do is cut a piece of property out of what I own for my daughter and her family to build their house.

More Detailed Description:

(PLEASE – attach subject matter document pages as necessary)

ITEM 7b
Variance Request for Parcel Subdivision
Perry Earl III – 147-00-00-001



PLANNING COMMISSION

LAURENS COUNTY

AGENDA ITEM – REQUEST FORM

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Agenda Item #: 76 (to be filled in by Staff)

Tax Map # of parcel(s) (if applicable): 147-00-00-001

COMMISSION ACTION REQUESTED (if variance(s) is requested please list specific part of the ordinance that variance is requested from, the reasoning behind the variance request, and the specifics of what variance(s) are being requested:

Request Variance from Section 8-637.b – Lot Width

Variance is to allow for creation of a flag lot of the parent parcel (TM#147-00-00-001) as shown on the attached schematic drawing and plat. The requested “pole” width will be a minimum of 50’ continuous width as shown. The parent parcel (proposed “flag” lot) and the newly created parcel will both maintain adequate frontage on Coachman Drive. No new driveways or access points to Coachman Drive will be required. The owner anticipates transferring the property this year and waiting until the passing of the newly-proposed ordinance allowing flag lots will place an undue time constraint on the transaction.

More Detailed Description:

See attached supporting documents;

1. Draft Plat
2. Overall Area
3. Detailed Exhibit

(PLEASE – attach subject matter document pages as necessary)

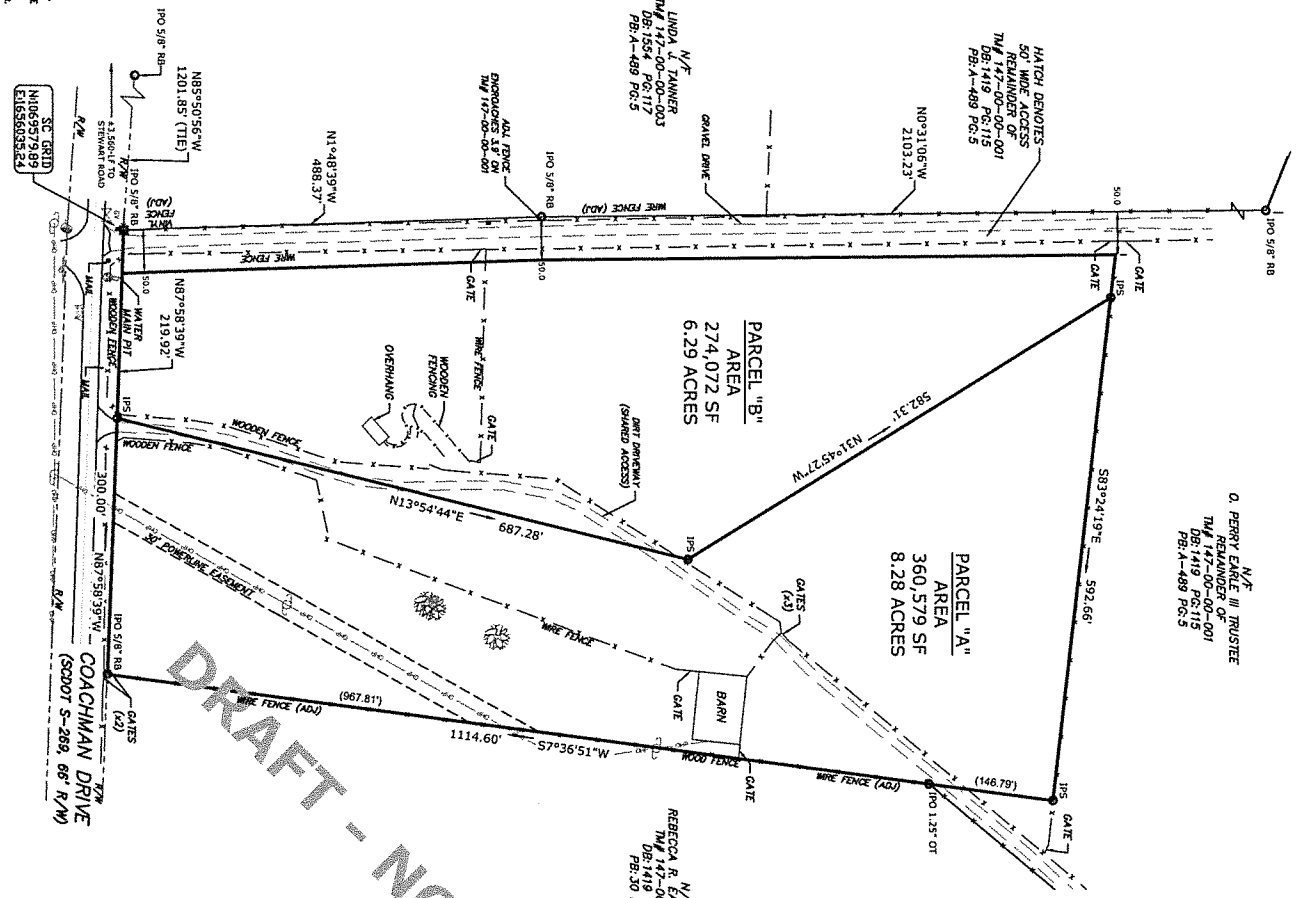
- LEGEND**
- ABBREVIATIONS**
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 - 100. CENTERLINE



81
Know what's below.
Call before you dig.

CAUTION

THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.



GRAPHIC SCALE
1 IN. = 100 FT.
0 50 100 200 400
(FEET)

REFERENCE DOCUMENTS:
DB: 1419 PG: 115, DB: 753 PG: 282, PB: A-489 PG: 5
BOUNDARY SURVEY FOR COACHMAN DRIVE BY PRECISION LAND SURVEYING, INC. DATED AUGUST 2, 2005.

SURVEY NOTES:
1. PURPOSE OF SURVEY IS TO SUBDIVIDE A PORTION OF LARGER 954.04 ACRES (PER REFERENCE PLAT), PART OF LAURENS COUNTY TAX MAP # 147-00-00-001, AS REQUESTED BY OWNER, REMAINING AREA OF PARENT PARCEL IS 245.76 ACRES, AS 2. PER FEMA FLOOD MAP: 4505C0025C, THE NEW PARCEL IS IDENTIFIED TO BE IN ZONE "X", OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
3. THIS PROPERTY IS SUBJECT TO ANY AND ALL RIGHT-OF-WAYS FOR ROADS, UTILITIES, AND ANY OTHER RESTRICTIONS THAT MAY APPEAR OF RECORD OR OTHERWISE.
4. THE COORDINATES BASED ON SC GRID (NAD 83) AND 83/AND 88, ESTABLISHED BY GPS OBSERVATIONS AND SC VNS CORRECTIONS AT TIME OF SURVEY.
5. ALL PINS SET ARE 1/2" REBAR UNLESS NOTED OTHERWISE. NEW MONUMENTS SET ARE DESIGNATED AS "195".
6. REMAINING PARCEL MAINTAINS 219.92' OF RIGHT-OF-WAY FRONTAGE ALONG COACHMAN DRIVE.
7. UNDER CURRENT AGREEMENT, FENCES ALONG PROPERTY BOUNDARY TO BE MAINTENANCE RESPONSIBILITY OF ADJOINING PROPERTY OWNER.
8. ALL PARCEL AREAS ARE THE TOTAL AREAS WITHIN THE BOUNDARY WHICH MAY ALSO INCLUDE RIGHT-OF-WAYS, EASEMENTS, ETC.

JOSEPH T. DVICHES JR., P.L.S.
S.C. REGISTRATION NO. 32272

REBECCA R. EARLE, TRUSTEE
TH# 147-00-00-002
DB: 1419 PG: 119
PB: 30 PG: 73

PARCEL "A"
AREA
360,579 SF
8.28 ACRES

PARCEL "B"
AREA
274,072 SF
6.29 ACRES

LOCATION MAP - NOT TO SCALE
PARENT PARCEL (APPROXIMATE)
COACHMAN DRIVE
CANTERBURY TRAIL
BROOKS ROAD
COOPER'S BRIDGE
COOPER'S ROAD

THIS DRAWING IS THE PROPERTY OF CANE BRAKE ENGINEERING + SURVEYING. IT MAY NOT BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT WRITTEN AUTHORIZATION OF CANE BRAKE, L.L.C. AS REQUIRED BY LAW.

CANE BRAKE ENGINEERING + SURVEYING
202 W. MAIN STREET, CLINTON, SC 29325
864-833-4757 JOSEPH@CANEBRAKECIVIL.COM

PROPERTY LOCATION:
COACHMAN DRIVE
SOUTH CAROLINA

SURVEY PLAT FOR:
O. PERRY EARLE III

CITY OF:
LAURENS

STATE:
SOUTH CAROLINA

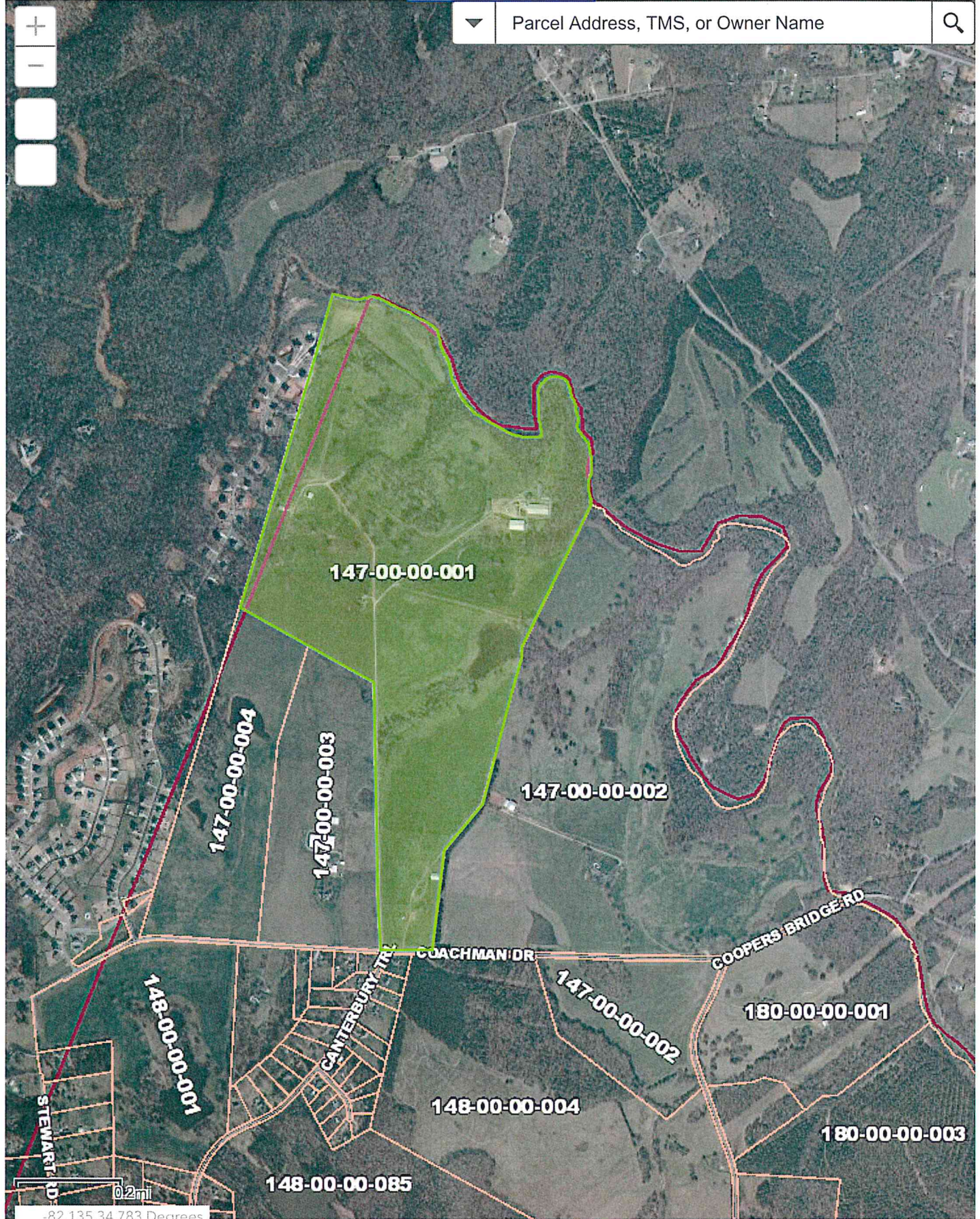
FIELD: JTD 10/9/21
DRAWN: JTD 10/11/21
REVIEWED: JTD -/-/-
DATE: -/-/-

HORIZONTAL SCALE: 1" = 100'
VERTICAL SCALE: N/A

SHEET 1 OF 1
21.058-S-dwg

OVERALL AREA

Property Parcel

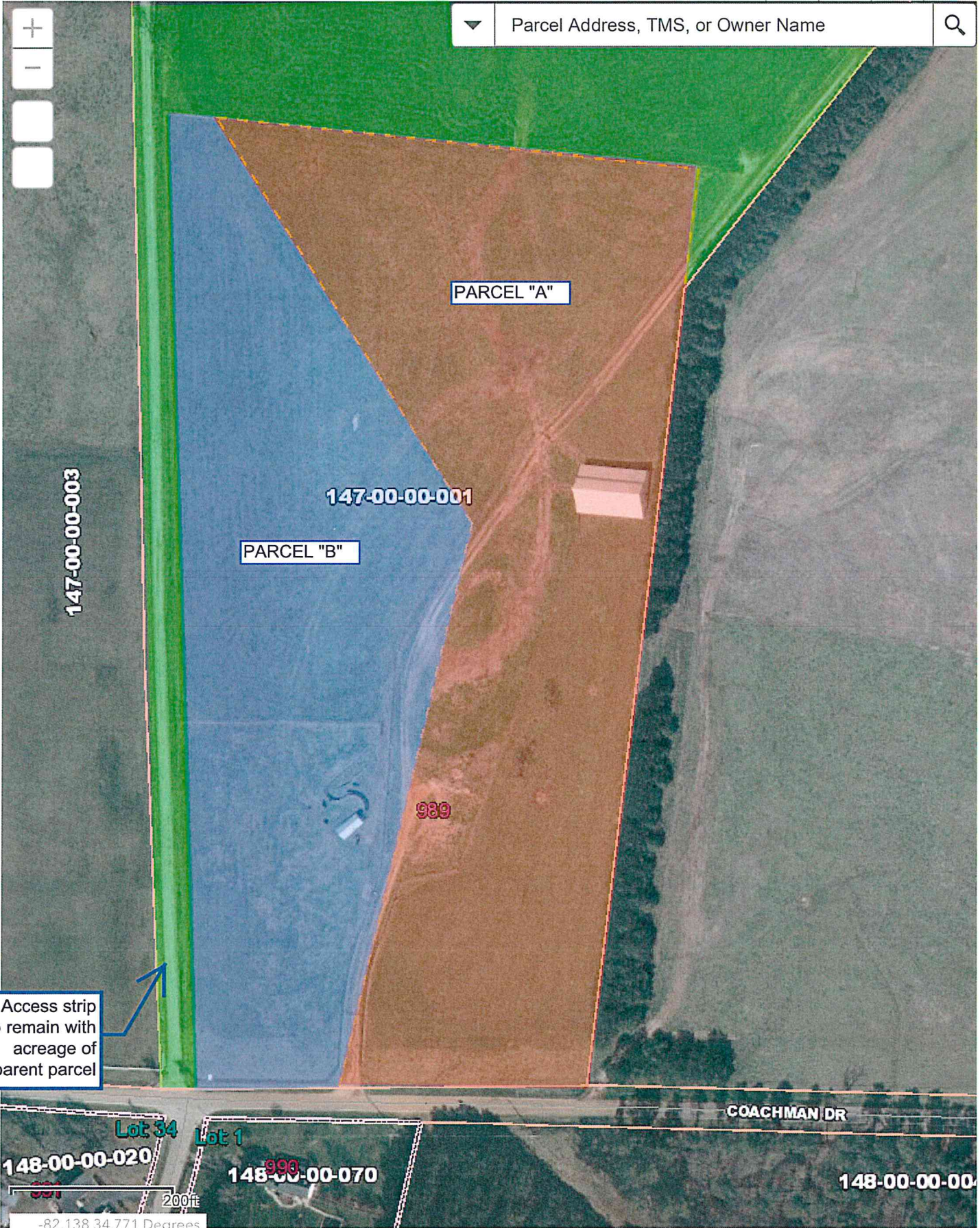


DETAILED EXHIBIT

Property Parcel

Laurens County Property Parcel

Parcel Address, TMS, or Owner Name



50' Access strip to remain with acreage of parent parcel

148-00-00-020 Lot 34
 200ft
 -82.138 34.771 Degrees
 148-00-00-070 Lot 1
 999
 COACHMAN DR
 148-00-00-00

ITEM 7c
Variance Request for Parcel Subdivision
Samuel Earl Moore – 176-00-00-016

AGENDA ITEM – REQUEST SHEET – Laurens County Planning Commission

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Agenda Item #: 7c XX _____ (to be filled in by Staff)

Tax Map # of parcel(s) (if applicable): 176-00-00-16 _____

COMMISSION ACTION REQUESTED (if variance(s) is requested please list specific part of the ordinance that variance is requested from, the reasoning behind the variance request, and the specifics of what variance(s) are being requested:

My name is Samuel Earl Moore and I am requesting a variance so I am able to retain 15-20 acres of my grandfathers estate to benefit our family for the future. I planned to have the surveyor Mr. Bob Templeton to mark 15-20 acres around the home "towards the front of the property closest to the road".

Roadside frontage here is only 113ft according to laurens county GIS and Mr. Templeton. We have a well and septic tank here on the property.

More Detailed Description:

(PLEASE – attach subject matter document pages as necessary)



AGENDA ITEM - REQUEST SHEET - PLANNING COMMISSION
AGENDA ITEM - REQUEST SHEET - PLANNING COMMISSION

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of the Planning Commission

DATE OF REQUEST: October 19th 2021

COMPANY NAME: _____

PERSON REQUESTING ACTIONS NAME: Samuel Earl Moore

ADDRESS: 2772 Arnold LN

CITY: Waterloo STATE: South Carolina ZIP: 29384

PHONE NUMBER: 864-340-3221 EMAIL: Samuel.e.moore85@gmail.com

SIGNATURE: _____

ACTION REQUESTED OF THE PLANNING COMMISSION (please be as specific as possible):

Hello, My name is Samuel Earl Moore. I am requesting respectfully to be granted a family exemption for the property at 2772 Arnold Ln, Waterloo SC. The Tax map number is 176-00-00-016. I am the oldest grandson of the owner Robert Earl Cooper and he has passed away as of March 2017. My wife Emily, five children, and I have lived in the home for three years now.

The law office of Nicholson Anderson and Meredith of Greenwood are selling my grandfather's land assets and that includes land behind the home here. I have requested to retain 15-20 acres here and the house. I planned to keep this to benefit our family. Mr. Bob Templeton was hired as the surveyor and he informed me with a well and septic tank the property required 120 ft of roadside frontage on Riverfork Rd. Laurens County GIS shows 113ft of roadside frontage. He informed me he would not be able to do a survey to mark the 15-20 acres I wanted to retain unless a family exemption was granted.

I grew up here helping my grandfather with his cattle from an early age. This is home to me. I hope this has been clear and concise. Thank you for your time and understanding.

ADDITIONAL DETAILS OF REQUEST:

Attached you will find correspondence from Mr Templeton that I received in regards to this issue.

Also I am attaching a map with a recommendation by the realtor in regards to how the property lines could be split and still maintain access to the rear parcel.

(PLEASE - attach subject matter document pages as necessary)

Templeton Land Surveying Inc
52 Spring Road
Laurens, SC 29360
Phone 864-871-0919
E-mail: bob.templeton@gmail.com

21 Aug 21

Sam Moore

Re: Moore Email 20 Aug 21
Cooper property;

Laurens County minimum road frontage required for well and septic tank is 120 feet for the new parcel and 120' the remaining parcel. Therefore, Laurens County will not permit subdivision of the Cooper property.

Family land:

Laurens County may permit subdivision if the new parcel and the remaining parcel are on "family land."

"Family land." applies if the new parcel is to go to a sibling or grandchild of property owner.

Obtaining a "family land" exemption requires you to attend a meeting and request a exemption. Keith Garrett (Laurens County) 681-5669 can tell you more about this.

Bob Templeton

is there a legal easement
for access??

175-00-00-019



175-00-00-025

175-00-00-026

should a few acres be add
to the 44+/- acre parcel
allow it to touch the
creek/pond???



176-00-00-025

47+/-

176-00-00-024

176-00-00-005

52+/-

176-00-00-009

176-00-00-016

Lucky St

20+/-

176-00-00-023

176-00-00-022

176-00-00-010

600ft
34.358 Degrees

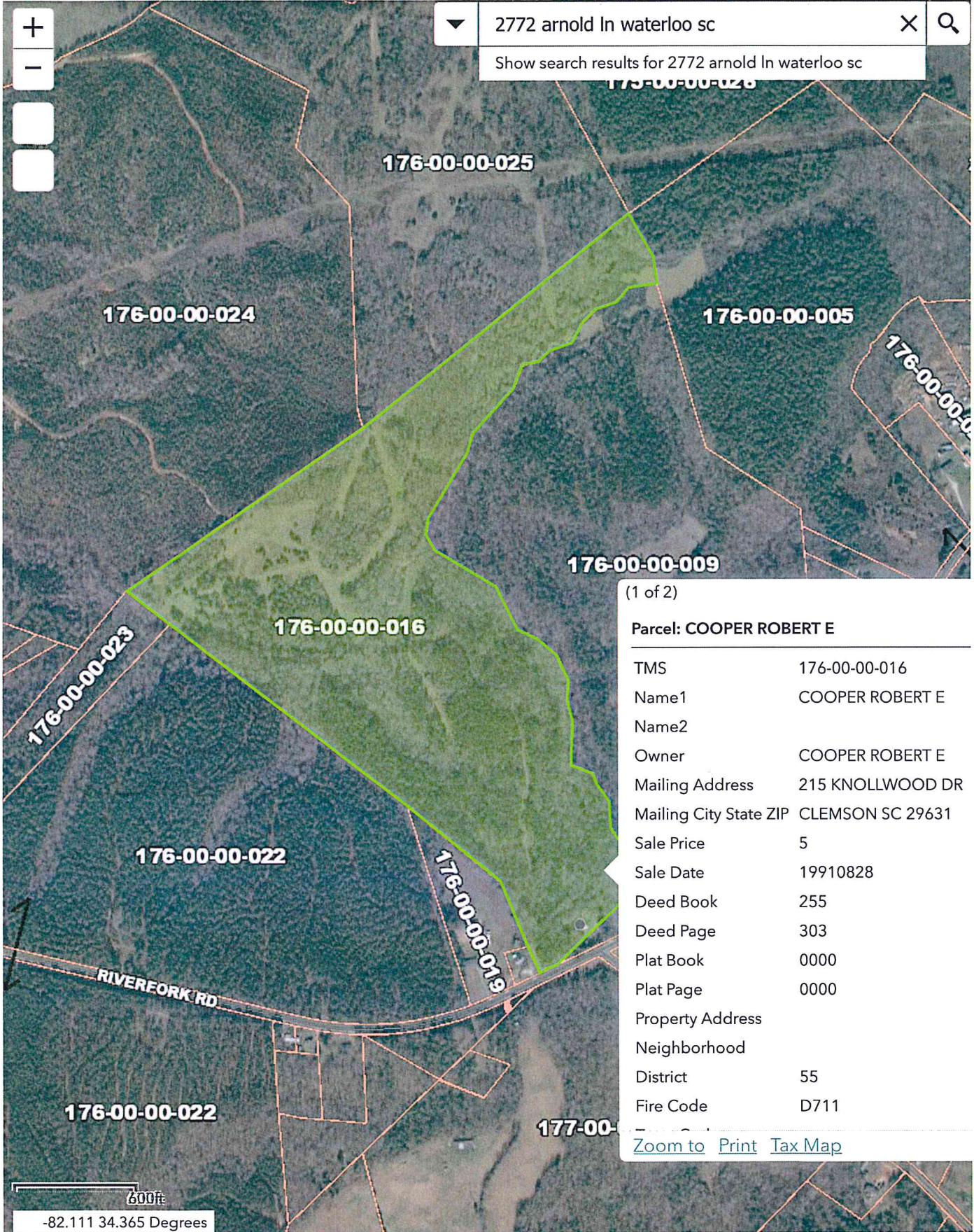
Map data © OpenStreetMap contributor

Laurens County Property Parcel



▼ 2772 arnold ln waterloo sc X Q

Show search results for 2772 arnold ln waterloo sc



(1 of 2)

Parcel: COOPER ROBERT E

TMS	176-00-00-016
Name1	COOPER ROBERT E
Name2	
Owner	COOPER ROBERT E
Mailing Address	215 KNOLLWOOD DR
Mailing City State ZIP	CLEMSON SC 29631
Sale Price	5
Sale Date	19910828
Deed Book	255
Deed Page	303
Plat Book	0000
Plat Page	0000
Property Address	
Neighborhood	
District	55
Fire Code	D711

[Zoom to](#) [Print](#) [Tax Map](#)

ITEM 7d
Subdivision Approval
Heather Shumaker – Pennington Farms



PLANNING COMMISSION

LAURENS COUNTY

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Agenda Item #: 7d XX _____ (to be filled in by Staff)

Tax Map # of parcel(s) (if applicable): 150-00-00-029

COMMISSION ACTION REQUESTED (if variance(s) is requested please list specific part of the ordinance that variance is requested from, the reasoning behind the variance request, and the specifics of what variance(s) are being requested:

Approval of new subdivision, Pennington Farms.

No variances requested.

More Detailed Description:

(PLEASE – attach subject matter document pages as necessary)



Proposed Pennington Farm Neighborhood Notes:

- Convert tax map #150-00-00-029 from 20.93 acre vacant parcel into an equestrian community with 6 large estate lots (2-8 acres) with upscale homes.
- Survey conducted 10/25/21 by John Black of Elevation Surveying and included
- Home values will be in the \$500,000 to \$1 million range.
- Entrance will contain dark post and rail fencing with 5' stone columns and lighting along an open pasture that is common area.
- Road will meet county specifications at 20' wide crush and run and will be approximately 900' long and include a 50' Right of Way for the County
- Street lights with a farmstyle design will be positioned along road into neighborhood.
- A 6' wide trail will be cut into the perimeter of the large parcel to allow for walking, hiking or horseback riding. The trail will show as an easement on landowners plat.
- Developer will keep Parcel #4 8.12 acres at back of parcel to build a home and have a pasture to keep horses

- Six Acres across the street at 506 Ritchie Rd will have pastures, barn and riding arena that homeowners may have access to but is not included in HOA. Developer is also working to secure an additional six acres at 364 and 432 Ritchie Rd and will remove mobile home, complete half finished home into a Barn and sell off two – three buildable lots. Potential tax increase to Laurens County will be \$10,000-\$15,000. per year.
- HOA dues will cover common areas which are the entrance, fencing, landscaping and lights and the riding/walking trail. Road may also need to be covered if not adopted by the County.
- Developer would like to ask County to upgrade existing Ritchie Rd which would increase marketability of the Pennington Farms lots.
- Developer would also like to extend the current ending of county Maintenance on Ritchie Rd to include the road in front of large parcel.
- We have many interested parties already who would be moving from Greenville and Spartanburg County to escape the growth and crowding and want a more natural, open feel in the landscape around them.
- Potential tax increase on this parcel will be very beneficial to Laurens County. Current taxes are \$32.25 per year but could conservatively go to around \$30k per year if there are six \$650k homes built.
- Covenants and restrictions will be written to give neighborhood an upscale and natural feel and to create a neat and clean appearance within the subdivision
- Developer is working with DHEC to comply with all ordinances and obtain coverage under the state's Construction General Permit. Developer will also perk test each of the six lots to ensure they all can support a septic system prior to selling any lots.

Sec. 8-590. - Plan submittal—Informational content.

Prior to making any physical improvements on the potential major subdivision site, the developer shall submit a plan conforming to the design standards here in and additional information to include:

(1)

Location of subdivision on a map indicating surrounding area at an appropriate engineer's scale sufficient to locate the subdivision. **Included at top left of survey**

(2)

Map of development at a scale of not less than one inch = 200 feet and not more than one inch = 50 feet. **1 inch = 60 feet**

(3)

Name of subdivision, name and address of owners, the engineer or surveyor and the owner of abutting property and/or properties. **Pennington Farms, developed and owned by Heather Osegueda, mailing address 625 Braeburn Ct Duncan, SC 29334. Abutting property owners noted on survey.**

(4)

Boundaries of area to be subdivided with bearings and distances. **On survey**

(5)

Land use of land to be subdivided plus that of the abutting property and/or properties. **All Residential**

(6)

Acreage of land to be subdivided. **20.93 acres**

(7)

Contour maps, if deemed necessary by the commission, shall be submitted, provided the existing contour maps are available from which to secure this information. **Survey includes topographical study and contours**

(8)

The location of existing and proposed easements with their location widths and distances. **Noted on Survey. Proposed road includes 50' right of way for COunty**

(9)

Location of existing water courses, culverts, railroads, streets, bridges, etc. **Noted on survey**

(10)

Utilities on and adjacent to the tract showing proposed connections to existing utility systems. **Laurens Electric currently runs power to the tract and has a power pole, will bury**

electric following submittal of first residential building permit. Sewer will be septic tanks on each lot. Water will be run from front of neighborhood following installation of road and will run along road into subdivision for each homeowner to tap in to.

(11)

Proposed lot lines, lot numbers, dimensions, road easements, and lot acreage. **Noted on survey**

(12)

North arrow. **Noted on Survey**

(13)

A drainage plan showing proposed structures, pipe sizes, drainage easements, pipe locations where water will be taken off street and drainage calculations to substantiate the drainage plan. (See Laurens County Erosion and Sediment Control and Stormwater Management Ordinance.) Plan to be designed and inspected by properly licensed engineer commissioned by the subdivider. **Developer is asking that this be waived per section 8-592.3**

(14)

Any deed restriction or restrictive covenants **Included with items submitted.**

Covenants and Restrictions for Pennington Farms

Ritchie Rd

Laurens County, South Carolina

WHEREAS, the Developer and the Association desires to continue to develop and maintain where exists currently on said property, a residential equestrian community to be known as Pennington Farms Subdivision and hereinafter referred to jointly as "Pennington Farms" and has deemed it desirable for the preservation of the value of said property to have an organization which shall be delegated and assigned, as hereinafter set forth, the power of maintaining and administering and enforcing the terms and conditions hereinafter set forth in this agreement, and also to perform any other functions that may be desirable to improve the enjoyment of living in Pennington Farms; and WHEREAS, it is to the interest, benefit and advantage of the Developer and the Association and to each and every person who shall hereinafter purchase a lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of the same and certain easements, reservations and servitudes be improved upon said property, and that the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by the Developer and the Association and each and every subsequent owner of any of the lots of said subdivision, the Developer and the Association does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them hereafter;

ARTICLE I RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES

1. **Size of Structures.** All of the lots within Pennington Farms shall be used for residential purposes only and may not be used for any type of business or commercial purpose. The main residential dwelling constructed on a lot shall contain a minimum of 2800 square feet for 2 story homes or 2400 square feet for one story homes of heated space above ground, unless a lesser size is approved by the Architectural Control Committee hereinafter referred to as the "ACC". In addition, the ACC, as hereinafter described, shall evaluate all proposed structures and fencing to be constructed on a lot to ensure that they are in good taste, of high quality construction, both as to workmanship and materials, and harmonious and suitable to the environment and surroundings and follow all set back requirements. Materials such as aluminum or vinyl siding materials are strongly discouraged on main building structures unless of very high quality, but may be allowed on subsidiary structures.
2. **Altering Lot Boundaries.** No lot shall be subdivided, nor its boundary lines changed, without written consent of the Developer. Central Pasture Lots shall not be developed and may only contain animals and barn structures, no homes.

3. Location of Building on Lot. It is the intention of the Developer and the Association that the ACC allow the construction of structures to be erected on any lot in Pennington Farms in such a location on each lot as will more fully enhance the natural harmony and aesthetic appeal of the neighborhood. However, no building of any kind or character shall be erected on a lot within fifty (50) feet of any road within the subdivision, nor within fifty (50) feet of any side property line of a lot, adjoining another Pennington Farms property. In addition, no buildings, swimming pools or other recreational amenities and auxiliary buildings may be constructed within fifty (50) feet of a rear lot line, to allow for common use walking/riding trail throughway, without permission from Developer.

4. Zoning Restrictions. Zoning ordinances, restrictions and regulations of the County of Laurens and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of these Declarations and such ordinances, restrictions or regulations, the more restrictive provision shall apply.

5 ARTICLE II THE PROPERTY OWNER'S ASSOCIATION BOARD OF DIRECTORS

1. Board of Directors A Board will be set up by the original Developer. This group of people consisting of a President, Secretary and Treasurer, with the addition of the Developer, constitutes the decision-making body of Pennington Farms for the everyday operation, maintenance, repair, replacement, bill payment, hiring of contractors, etc. in connection with general administrative oversight. Positions will be voted on by neighbors and rotated on a 2 year term. If there are no volunteers the HOA duties will be handed over to a management company and that cost added to the annual HOA dues for each property.
2. ARTICLE III ARCHITECTURAL CONTROL COMMITTEE 1. Submission of Plans. An Architectural Control Committee, hereinafter called the "ACC," will be set up and appointed by the original Developer to exercise such jurisdiction and functions with respect to all lots as may be delegated to it under the charter and Bylaws of the Association and as may now or hereafter be bestowed upon it by terms of these Covenants, as the same may hereinafter be amended. Neither the main residential building nor accessory buildings may be constructed on any lot without the full and active supervision of a South Carolina licensed architect or building contractor. All plans must be approved by Developer until the ACC Committee is formed.
3. Completion of Construction Within One Year. The exterior of each building or other structure must be completed within one (1) year after the construction of said building or structure has been commenced, except when such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency or natural disaster.
4. In the interim of a lot being purchased and construction on the home commencing, the lot must be kept clean, grass under 6" long, and maintained regularly.
5. Roofs and Structures. Roofs and structures shall be constructed of high quality architectural or laminated shingles, cedar shingles, metal, slate or synthetic slate materials, brick, stucco or concrete fiber siding such as Hardiplank®. This does not preclude using material for green/solar roof energy solutions. However, materials such as aluminum or vinyl siding are strongly discouraged on main building structures unless of very high quality and approved by the ACC.
6. Fences and Hedges. No fence, hedge, wall, shrub, bush, tree or other similar structure, natural or artificial, shall be placed, maintained or permitted to remain on any lot if the location of such structure obstructs any equestrian easement, interferes with the intended use of said equestrian easements, obstructs the vision of motorists on any adjacent street or lane, or

creates a traffic hazard. No fences, hedges, walls or other similar structures, natural or artificial, shall be permitted within ten (10) feet from any side lot line, i.e one facing another Pennington Farms property. A front lot line defined as one facing any road and a rear lot line defined as one facing a property exterior to Pennington Farms. All fences fronting the roadway or visible from the road shall be of a uniform four board wooden design that mimics the fencing at front entrance and is the same color. Any fencing that is not visible from the road, such as for a pool or pets, must be approved by the ACC.

ARTICLE IV LAND USE RESTRICTIONS

1. **Animals.** Horses, stable pets and household pets shall be permitted within Pennington Farms but shall be limited to reasonable numbers according to lot size, which is determined by Developer. Any Commercial animal activities such as breeding, boarding or training must be approved by Developer and not be a nuisance to the neighborhood. Other animals such as goats, pigs and chickens may be allowed in gated areas or structures behind the owners home in limited numbers as approved by Developer. Stables and pastures shall be maintained in a sanitary manner. Stable pets may include a limited number of the above, but in no case, may such animals become a nuisance to neighbors. Sustenance and Shelter of animals, as defined in South Carolina Laws, SECTION 47-1-10. must be adhered to, which, at the time of the signing of this document reads: "Sustenance" means adequate food provided at suitable intervals of quantities of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight and adequate water provided with constant access to a supply of clean, fresh, and potable water provided in a suitable manner for the species. "Shelter" means shelter that reasonably may be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather. No vicious dogs or dangerous animals may be kept on any lot. All dogs and other animals must be fenced or otherwise contained on their owner's property or under the control of their owner. The term 'vicious' shall be determined by Aiken County Animal Control in their enforcement of SC State Law. 8
2. **Vegetable Gardens.** Vegetable gardens for individual homes must be carefully planted to be screened from view from streets and adjacent portions of Pennington Farms.
3. **Screened Areas for Unsightly Items.** All garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clothes lines and other unsightly objects must be located behind the front view line of the main building serviced by such items and appropriately screened. Satellite dishes for television and/or high-speed internet access are permitted but must be placed out of sight from road.
4. **No Dumping or Rubbish.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers screened from view. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds, such as unmaintained fencing, on such owner's lot, which tends to detract from the beauty of Pennington Farms as a whole or such owner's lot in particular.
5. **Lot Maintenance.** In addition to the above provisions, owners that have cleared pasture area are required to have their property brush hogged at least three times a year, regardless of their resident status. This is to prevent unsightly overgrowth or overtaking of pasture weeds. For lots that do not

have cleared pasture area, yards or lots must be maintained neatly and fallen trees in street view must be removed in order not to detract from the beauty and appearance of the neighborhood as a whole or such owner's lot and surrounding lots in particular. Where lots extend to the street, as in Section 3, the owners are responsible for maintenance of the landscaping along the side of the road. Where the Association owns the common area in front of neighborhood, as in parts of Section 1, the Association maintains the landscaping. Deteriorating paint, poorly maintained lawns, shrubbery, trees, failing sheds, rotting fences, trash, unsightly yard clutter, abandoned or unmaintained pools, poor maintenance of unoccupied lots or any other condition that adversely impacts the aesthetic values of Pennington Farms are not permitted.

6. Trucks, Trailers, Mobile Homes. No parking of commercial trucks, trailers, or mobile homes shall be permitted on the streets, lots, or other portions of Pennington Farms except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings within Pennington Farms. Horse trailers, campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel or service trucks, boats, boat trailers and utility/landscape trailers may be kept on a lot so long as said vehicles are not visible from the street, or if parked on lot for less than 7 days. Parking Spaces may available for rent at the equestrian center across the street for long term storage of these vehicles.

7. Hobbies. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of vehicles and other mechanical devices which might lead to disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any lot unless concealed in garage or basement.

8. Driveways. The driveway may be stone, gravel or paved at the owner's discretion.

9. Noxious or Offensive Activity. No noxious or obnoxious activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to Pennington Farms residents. There shall not be maintained on any lot any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of other portions of Pennington Farms.

10. Signs. Except as otherwise provided in these Covenants, no sign, except for one small sign no bigger than 18" by 24" for a farm name or owner's name, shall be erected nor maintained on any portion of Pennington Farms by anyone including, but not limited to, an owner or realtor, a contractor or subcontractor, except with the written permission of the ACC or except as may be required by legal proceedings. If such permission is granted, the ACC reserves the right to restrict design, color and content of such sign. One sign of not more than four (4) square feet used by a 10 contractor during the construction period of the main dwelling structure or accessory structure is permissible and only one (1) "For Sale" realtor sign may be erected without the permission of the ACC.

11. No Interference with Streams. No owner shall obstruct, alter or interfere with the flow or natural course of the waters of any river, creek, stream, lake or pond in the subject property without first obtaining the written consent of the ACC and without approval of all other landowners adjoining such pond, creek or stream, which are subject to these restrictions.

12. Use of Ponds and Streams. No owner, other than such owners whose property is bounded by the waters of the lake, pond, river, stream or creek, and is so indicated on a recorded plat, by virtue of ownership of any lot, acquire any right, title or interest in and to the lakes, ponds, river, streams or creek within Pennington Farms or the beds, waters or surfaces thereof. All owners are required to follow the rules and regulations of SC DHEC regarding waterways, ponds and lakes and streams.

13. Common Areas. The common areas within Pennington Farms, which shall include the roadways, walking/riding trail and front pasture or other areas so designated on any applicable plat of Pennington Farms.

14. Firearms. Use of firearms within Pennington Farms or on a member's property for hunting or target shooting is prohibited. Any exceptions must be approved by the Board.

ARTICLE V COMMON EASEMENTS AND AREAS

1. Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer over the rear ten (10) feet of each lot and over five (5) feet from each side lot line, and over all areas designated as easements upon any plats of Pennington Farms.

2. Equestrian/Pedestrian Easements. There are hereby established Equestrian/Pedestrian easements for the use and enjoyment of all lot owners in Pennington Farms. However, no equestrian carriages or bicycles are permitted on the equestrian easements. Motorized vehicles are permitted but must give equestrian riders and pedestrians the right of way. The owners of lots over which all equestrian easements are located shall erect no improvements and allow no obstructions within the easement area. Lot owners are required to clear vegetation and obstructions from the Equestrian/Pedestrian easement, in order to provide convenient access for riding and walking. In the event that the lot owner fails to adequately clear such vegetation or obstructions, then he or she shall be notified in writing by the Association. Should an adequate answer not be provided to the Association by the lot owner within ten (10) days, then the Association may clear the vegetation or obstruction at its own expense. Should this be necessary, the Association shall then be allowed to bill the owner and then absent prompt payment, file a lien against the lot owner's property for the actual expenses incurred in connection with the clearing of the vegetation or obstruction. The Association shall then proceed on such lien in accordance with the provisions of the Code of Laws of the State of South Carolina for the enforcement of said lien.

3. Roadway Easements. Each and every owner of a lot within Pennington Farms is hereby granted a nonexclusive easement for the use of the streets and ways in Pennington Farms for the purposes of ingress and egress, for themselves and their invitees, as the same are shown on any applicable plats of Pennington Farms. Speed limits on all roadways are posted as 15 mph. On all Roadways, horses have the right of way.

ARTICLE VI MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS OF ITS MEMBERS

1. Membership. All owners of a single-family residential building lot or lots in Pennington Farms thereby become members of the Association for so long as such ownership continues; provided, however, that no person or corporation in taking title as security for the payment of money or for the performance of any obligation, shall thereby so become entitled to membership. Ownership of

property as qualification for membership is defined herein as follows: Ownership of any such lot under recorded deed, whether the owner is the occupant or not, or ownership under a bond for title or contract of purchase, if the same be accompanied by an actual occupancy of the lot in question. Ownership within the meaning and intention hereof shall cease upon the sale of any such lot to another by the owner thereof. Sale of any such lot within the meaning hereof shall mean and shall be effective upon the recording of any deed conveying such lot to another, or the termination of occupancy of the property by the owner thereof accompanied by the giving of such owner to another of a bond for title or contract of sale with respect to such lot. The Developer shall be a member of the Association so long as it is an owner of two or more residential lots, or of any additional property made subject to these Covenants. Any owner of a lot or lots in Pennington Farms shall be required to join the Association upon the terms and conditions set forth herein and shall be entitled to use the common areas and Equestrian/Pedestrian easements established herein; provided, however, that they may only use the common areas and easements so long as they are members in good standing with the Association. Acceptance of ownership of a lot shall subject such owner to the Covenants, Bylaws, rules and regulation as established by the Association, and shall be binding upon said owner, his/her/its/their heirs, successors, assigns and/or personal representatives. Each lot owner shall be deemed a member of the Association and each member shall be entitled to one vote per lot owned by such member, as long as they are a member in good standing with all owed dues and assessments paid in full at the time of any Association wide vote. If lots have been combined, those member(s) shall be entitled to votes equal to the amount of original lots combined, e.g. 2 votes for 2 combined lots, etc.

2. Duties of the Association. It shall be the duty of the Association to impose and collect such dues, assessments and other charges as it may deem necessary in accordance with the provisions hereof, and to landscape and maintain the entrances to and medians and street islands of Pennington Farms as well as the common areas, easements and green spaces shown on any applicable plat of Pennington Farms thereof. In addition, the Association shall also repair and maintain the following: the private roads within Pennington Farms that are part of the common area owned by the Association prior to adoption of the road by Laurens County, and are used by all members for general access, the entryway, entrance walls and lighting, perimeter fencing and Equestrian/Pedestrian trails and all grounds associated with the amenities. The Association shall further maintain whatever security is required by the Association. The Association may, in its discretion, require all lot owners to maintain their property in accordance with the standards set forth herein.

ARTICLE VII COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION

1. Imposition of Assessment. Each member of the Association by ownership of a residential lot in Pennington Farms shall be deemed to covenant and agree to pay the Association when due the annual or special assessment for any dues or charges established hereby as hereinafter provided. In addition, the Developer shall be responsible for the payment of any annual or special assessments on any lots which are owned by the Developer. Each residential building lot within Pennington Farms shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due. In the event that any owner fails to pay the assessments prior to delinquency, the Association may pursue all remedies at law or in equity to collect said assessments, including, but not limited to, bringing an action at law to collect the delinquent assessments or filing

a statement of lien with respect to the lot and following through on said lien in accordance with applicable South Carolina law. Notwithstanding, there will not be any foreclosures of properties due to unpaid fees or assessments. The fiscal year of the Association shall be the calendar year. Annual assessments are payable annually in advance by a specific date(s) established by the Board within each applicable calendar year.

2. Amount of the Assessment. Such annual or special assessment or charge shall be in an amount to be fixed from year-to-year by the Board; provided that the amount of each annual or special assessment shall be in equal amounts with respect to each lot and each lot's access, subject to such charge or assessments under the terms of these Covenants and consistent with the needs of Association expenses. Details and amounts of these fees to be determined.

15 If one homestead has been created from two or more contiguous lots that have been combined into one lot with the County, the lot owner(s) is required to pay one annual homeowner's fee and associated assessments for each of the original lots. In the case of a lot being subdivided and the property shared equally by the new owner's of the contiguous lots, the owners will split the associated fees and assessments and each pay half of the annual amounts.

3. Use of the Assessments. The amount so paid to the Association shall be administered by the Board and may be used for the payment of expenses incurred for such purposes as may be set forth in the corporate charter or Bylaws of the Association, as they now exist or may be hereafter amended

ARTICLE VIII REMEDIES FOR VIOLATIONS OF THESE DECLARATIONS 1. Remedies for Violation. In the event of any violation or breach of any of the declarations and restrictions contained herein by any owner or agent of such owner, the owners of the lots in Pennington Farms or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of the covenants herein contained or to recover damages for such violation. In addition to the foregoing, the Developer or the Association or the ACC shall have the right, whenever there shall have been built on any lot in Pennington Farms any structure or other condition created which is in violation of these Covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days prior written notice of such violation, it shall not have been corrected by such owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained herein, however long such defaults continue, shall not be deemed a waiver of the right to do so hereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The foregoing notwithstanding, no violation of any covenant or restriction shall constitute a forfeiture or reversion of title hereunder.

2. Attorneys Fees. In the event the Developer, the Board, the Association or the ACC or the owners of any lot or lots in Pennington Farms shall bring an action at law or in equity as provided herein above, the prevailing party in any such action shall be entitled to recover attorneys' fees and costs of such action in an amount to be determined by the court of competent jurisdiction hearing the same.

ARTICLE IX ADDITIONAL PROPERTY SUBJECT TO THESE COVENANTS

1. Additional Property. Subject to any limitation contained in the corporate charter of the Association, additional contiguous real estate which the Developer and the Board or the Board once the Developer is no longer involved in Association matters, may elect to add to the scheme of the development herein set forth may be subjected to and placed within the jurisdiction of the Association and these Covenants upon the written designation of the Developer and the Board, to extend these Covenants to such other property and the same shall be effective upon the filing of same for record in the Office of the Registrar of Mesne Conveyance, County of Aiken, State of South Carolina. Such supplementary declarations or agreements may contain such modifications of the terms of these Covenants as may be deemed necessary or appropriate by the Developer and the Board to reflect the different character, if any, of said additional real estate. In no event, however, shall said supplementary declarations be construed so as to revoke or modify the terms hereof with respect to the property initially subject to said Covenants.

ARTICLE X SEVERABILITY CLAUSE The invalidation of any one or more paragraphs or portions of these Covenants by judgment or decree of a court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in force and effect.

ARTICLE XI EFFECTIVE PERIOD AND AMENDMENT

1. Effective Period. These Covenants and associated Bylaws shall be effective immediately upon the filing of the same for record in the Office of the Registrar of Laurens County, South Carolina; shall thereupon run with the land and be binding upon all persons or parties and their successors and assigns claiming title by, under or through Developer and the Association shall be continued automatically and without further notice from that time unless at an Association annual meeting or special meeting, a written agreement is executed by at least 65% of combined votes cast by Association members in attendance and by proxy of non-attending members at the annual or a special Association meeting. The resulting amendments to these Covenants or Bylaws shall be placed on record in the Office of the Registrar of Laurens County, South Carolina, in which agreement the owners express their desire to amend or terminate said Covenants or Bylaws and, in such event, these Covenants and associated Bylaws shall become amended or null and void as of the expiration of the current term. If the Covenants and Bylaws are terminated, any and all real property owned by the Association shall revert to the record owners of the lots within Pennington Farms as tenants in common.